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July 19, 2010

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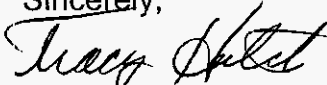
Dale Mailhot, Director  
Office of Auditing & Performance Analysis  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 000121A-TP**  
**In Re: Investigation into the establishment of operations support systems permanent performance measures for incumbent local exchange Telecommunications companies (BellSouth Track)**

Dear Mr. Mailhot:

Enclosed is BellSouth Telecommunications, Inc. d/b/a AT&T Florida's Response to the Staff's data request, dated July 14, 2010 in the referenced docket. If you have any questions, please do not hesitate to contact me at (850) 577-5508.

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

Sincerely,  
  
Tracy W. Hatch

Enclosures

COM \_\_\_\_\_  
APA 5  
ECR \_\_\_\_\_  
GCL 2  
RAD \_\_\_\_\_  
SSC \_\_\_\_\_  
ADM \_\_\_\_\_  
OPC \_\_\_\_\_  
CLK \_\_\_\_\_

cc: Ann Cole, Office of the Commission Clerk  
All parties of record  
Jerry D. Hendrix  
Gregory R. Follensbee  
E. Earl Edenfield, Jr.

DOCUMENT NUMBER-DATE  
05912 JUL 19 0

**CERTIFICATE OF SERVICE**  
**Docket No. 000121A-TP**

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

Electronic Mail and U.S. Mail this 19th day of July, 2010 to the following:

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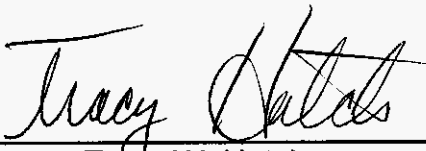
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\_\_\_\_\_  
Tracy W. Hatch

**(+) Signed Protective Agreement**

**REQUEST:**

According to the Settlement Agreement between AT&T and CompSouth, the SEEM Tier 1 Fee Schedule would be increased by 20 percent on an individual metric basis, commencing with the third consecutive month missed and continuing through the sixth consecutive month missed.

- a) For each month April, 2009 through March, 2010, please recalculate SEEM Tier 1 payments assuming original months 3 through 6 fees were increased by 30 percent as opposed to the stipulated 20 percent increase.
- b) For each month April, 2009 through March, 2010, please recalculate SEEM Tier 1 payments using the stipulated fee schedule for months 1 through 4. Assume an increase of 25 percent in months 5 and 6 and an increase of 30 percent for those transactions failing 6 months or more.

**RESPONSE:**

Please see attached spreadsheet.

DOCUMENT NUMBER DATE

05912 JUL 19 0

FPSC-COMMISSION CLERK

**AT&T Response  
 Docket 000121A  
 July 14, 2010 Data Request**

ITEM NO.		<u>April-09</u>	<u>May-09</u>	<u>June-09</u>	<u>July-09</u>	<u>August-09</u>	<u>September-09</u>	<u>October-09</u>	<u>November-09</u>	<u>December-09</u>	<u>January-10</u>	<u>February-10</u>	<u>March-10</u>	<u>TOTAL</u>
1(a)	30% Increase months 3 - 6	\$113,084.37	\$71,723.25	\$114,602.62	\$101,257.94	\$95,293.78	\$101,514.51	\$97,330.43	\$85,943.71	\$62,495.77	\$30,901.56	\$31,176.68	\$58,354.01	\$963,678.63
1(b)	20% Increase months 3 - 4 25% increase months 5 - 6 30% Increase months >6	\$117,464.70	\$76,510.50	\$118,245.83	\$106,145.32	\$101,527.23	\$105,681.21	\$101,713.97	\$87,501.79	\$68,889.06	\$35,056.34	\$34,510.43	\$63,237.00	\$1,016,483.38

Footnotes:

- For above scenarios, SEEM remedies were not increased for the Billing and Collocation metrics as agreement was reached by all parties in the collaborative workshops to keep these "as is".
- The above scenarios do not include SEEM Tier I remedies for the three additional metrics for UNE EELs SQM Level of Disaggregation which AT&T has agreed with STS to include in the AT&T/CompSouth settlement agreement. Employing the agreement for 20% increase for consecutive months 3 through 6, AT&T estimates these metrics would incur additional Tier I remedy obligations as determined by the 3-month analysis summarized below.

<u>December-09</u>	<u>January-10</u>	<u>February-10</u>
\$1,380.00	\$2,023.34	\$1,650.00

REQUEST:

Please provide the California, Illinois and Ohio Performance Incentive Plans.

RESPONSE:

Please see the attached documents.

In addition to the three states requested, AT&T is also providing the performance measurements and remedy plan documentation for the state of Texas. The evolution of the Wholesale performance measurements and remedy plans in response to the Section 251 requirements of the Telecommunications Act of 1996 is rooted to the implementation efforts by the incumbent local exchange carriers (ILEC) at that time. Under the states in which AT&T operates today, the prior ILECs can be best correlated with AT&T's Southwest, Midwest, West and Southeast regions. The performance measurements and remedy plans in the states comprising each of those regions are basically the same. California is part of AT&T's West region while both Illinois and Ohio are from the Midwest region. Therefore, AT&T is providing the Texas plan as representative of the Southwest region.

It should be noted that unlike plans in the other AT&T regions, the Remedy Plan for Texas as well as the other Southwest states is a standalone private commercial agreement and not part of a CLEC's Interconnection Agreement (ICA). To participate in the remedy plan, a CLEC must have an ICA and execute the standalone remedy plan agreement. The performance measurements plan is incorporated into the ICA.

Below is a breakdown of the states by the AT&T regions:

Southwest: Arkansas, Kansas, Missouri, Oklahoma, Texas

Midwest: Illinois, Indiana, Michigan, Ohio, Wisconsin

West: California, Nevada

East: Connecticut

Southeast: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking on the  
Commission's Own Motion into Monitoring  
Performance of Operations Support Systems.

Rulemaking 97-10-016  
(Filed October 9, 1997)

Order Instituting Investigation on the  
Commission's Own Motion into Monitoring  
Performance of Operations Support Systems.

Investigation 97-10-017  
(Filed October 9, 1997)

**JOINT MOTION FOR ADOPTION OF AMENDMENTS  
TO PERFORMANCE INCENTIVES PLAN  
PURSUANT TO DECISION 02-06-006 AND  
ARTICLE 12 OF THE COMMISSION'S RULES  
OF PRACTICE AND PROCEDURE**

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**SUBJECT INDEX**

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Pursuant to Decision (“D.”) 02-06-006 and Article 12 of the Commission’s Rules of Practice and Procedure, Pacific Bell Telephone Company d/b/a AT&T California (U 1001 C) (“AT&T California” or “AT&T”), and the following CLECs, Comcast (U 5698 C), Covad Communications Company (U 5752 C), tw telecom (U 5358 C) and U. S. Telepacific (U 5721 C) (“Joint CLECs”) (collectively, the “Settling Parties”) request that the California Public Utilities Commission (“Commission”) approve the attached modifications to the performance incentives plan (“PIP”) for AT&T California.<sup>1</sup> These proposed amendments reflect a settlement reached through extensive negotiations by the Settling Parties. Because this settlement was reached through extensive negotiations, and because it reflects the consensus of the Settling Parties, AT&T requests this motion be granted on an expedited basis.

**I. INTRODUCTION**

The PIP establishes monetary incentive payments that AT&T California must make when its operations support systems (“OSS”) performance does not meet the measurements established in AT&T’s performance measurements plan (“PMP”).<sup>2</sup> “[C]hanges to the PIP must be made only with [the Commission’s] approval upon receiving a motion requesting changes.”<sup>3</sup> This is such a motion.

This motion and the attached PIP include modifications agreed upon by the Settling Parties as the result of extensive negotiations, as described below. AT&T submits that the attached PIP is reasonable in light of the whole record of competition in the California local exchange market, is consistent with the stated objectives of the Commission in this proceeding,

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<sup>1</sup> The specific changes agreed to are reflected in the Amended PIP set forth as Attachments A and B hereto. Attachment A is the consensus PIP resulting from the above negotiations. Attachment B is a “red-line” showing the changes to the previous PIP.

<sup>2</sup> See D.02-03-023, *mimeo*, p. 2.

<sup>3</sup> D.02-06-006, *mimeo*, p. 4.

and meets the Commission's public interest test for the approval of settlements. The Joint CLECs do not oppose this motion. Because the PIP reflects the consensus of the Settling Parties, AT&T requests this motion be granted as expeditiously as possible.

## **II. BACKGROUND**

On October 9, 1997, the Commission issued an order instituting a rulemaking proceeding and investigation (hereinafter, the "OSS OII") to accomplish several goals, including the determination of reasonable standards of OSS performance for AT&T California, the development of a mechanism that will allow the Commission to monitor improvements in OSS performance, and the assessment of the best and fastest method of ensuring compliance if standards are not met, or improvement is not shown.

Pursuant to the Commission's issuance of the OSS OII, various parties entered into lengthy and detailed negotiations to establish a set of performance measures consistent with the Commission's stated goals. The parties filed a Joint Motion for approval of a Joint Partial Settlement Agreement regarding Performance Measurements ("JPSA") on January 7, 1999, and filed motions on the remaining open issues on January 8, 1999. On August 5, 1999, the Commission issued a decision, D.99-08-020, approving the JPSA and resolving most of the remaining open issues thus establishing AT&T California's PMP. The JPSA has been revised three times since its initial approval.<sup>4</sup>

AT&T California's PIP was adopted by the Commission on March 6, 2002 in D.02-03-023, and modified on June 6, 2002 in D.02-06-006. The current PIP applies a complex set of rules to calculate payments when performance does not meet established parity or benchmark standards. In establishing the PIP, the Commission acknowledged that it should be

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<sup>4</sup> See D.01-05-087, D.03-07-035, and D.07-09-009.

subject to subsequent review to “examine how the incentives plan model is functioning,”<sup>5</sup> among other things. AT&T reviewed both the PMP and the PIP and identified specific modifications intended to improve their functioning.

On November 27, 2007, AT&T California provided notice to the service list for this proceeding that a settlement conference pursuant to Article 12 of the Commission’s Rules of Practice and Procedure would be held on December 5 “to discuss the possibility of settling certain issues relating to the performance measures (contained in the JPSA) and the associated performance incentives plan [PIP] that are the subject of this proceeding, R.97-10-016/I.97-10-017.”<sup>6</sup> A number of parties attended that initial conference call, and in the subsequent months, AT&T California held a series of conference calls to discuss AT&T’s proposed changes to both the PMP and the PIP. In all, seventeen conference calls were held.

In the course of those calls, AT&T proposed modifications to both the PMP and the PIP. AT&T’s proposed modifications to the PMP are intended to simplify and reduce anomalies in the performance measures. After months of discussion and negotiation, the Settling Parties agreed to specific changes to the PMP. AT&T is separately seeking approval of those changes pursuant to the Advice Letter process approved in D.07-09-009 for consensus changes to the PMP, with the Joint CLECs identified as participants in the collaborative process.<sup>7</sup>

After concluding discussion of the PMP changes, the Settling Parties had collaborative discussions related to AT&T’s proposed changes to the PIP. AT&T’s proposals seek to simplify the PIP by reducing the complexity of the plan while preserving the features that truly provide incentives for appropriate performance. AT&T suggested that a simplified PIP would be more

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<sup>5</sup> D.02-03-023, *mimeo*, p. 99 (Ordering Paragraph 6).

<sup>6</sup> *See* Attachment C.

<sup>7</sup> Advice Letter 33311 (submitted August 12, 2008).

easily understood, more effectively implemented, less susceptible to differing interpretations, and less prone to calculation errors. Among the changes to the structure of the PIP, the Settling Parties agreed to designate certain measures as “critical.” These measures, which are all subject to payments to individual CLECs (Category A),<sup>8</sup> are identified as “primary” measures and are assigned to higher payment levels than the remaining Category A measures, which are designated “secondary.” Additionally, AT&T proposed to eliminate the Tier 2 remedy payments previously required by the Commission. AT&T also proposed that Competitive Local Exchange Carrier (“CLEC”) participation in the PIP be made voluntary rather than mandatory, and the voluntary nature of participation will be reflected in an interconnection agreement amendment.<sup>9</sup>

After extensive discussion and negotiation, the Settling Parties agreed to certain changes to the PIP—including that CLEC participation be made voluntary via an interconnection amendment. The specific changes agreed to are reflected in the Amended PIP set forth as Attachments A and B hereto. Attachment A is the consensus PIP resulting from the above negotiations. Attachment B is a “red-line” showing the changes to the previous PIP.

In reaching an agreement on revisions to both the PMP and PIP, AT&T and the Joint CLECs agreed: (1) the Joint CLEC agreement reached in this collaborative proceeding regarding identification of certain performance measurements as “critical,” and identified as “primary” Category A measures for the purposes of the revised PIP, will not be used against Joint CLECs in future negotiations or contested case proceedings regarding further changes to the JPSA (*e.g.*, Joint CLECs identified only specific performance measurements as “critical” and designated

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<sup>8</sup> Category A measures include all remedy eligible measures, except Measures 24, 38 and 42, and are assessed at an individual CLEC level. Category B measures (Measures 24, 38 and 42) are only assessed for the aggregate of all CLECs.

<sup>9</sup> The Settling Parties have not negotiated the ICA amendment that will incorporate the revised PIP and voluntary nature of the PIP at the time of filing this motion.

them as “primary,” and therefore are precluded from readdressing performance measurements that can or should be designated as “primary”); and (2) all revisions made to the PMP and PIP will be subject to review and negotiation in future JPSA collaboratives and any agreements reached in this collaborative are made without prejudice and cannot be used by any of the Settling Parties to preclude revisiting and/or modifying any aspect of performance measurements and/or the PIP. In addition, through this collaborative proceeding, the Joint CLECs do not take a position on AT&T’s request to eliminate Tier 2 remedy payments (related to remedy payments placed in escrow that are then returned to AT&T customers on an annual basis).

**III. THE PIP SETTLEMENT AGREEMENT IS REASONABLE AND IS IN THE PUBLIC INTEREST.**

The Settling Parties have successfully negotiated comprehensive modifications to both the PMP and the PIP. No unresolved issues remain. As indicated above, AT&T, with the Joint CLECs’ support, seeks approval of the PMP modifications through the Advice Letter process established in D.07-09-009. By this motion, AT&T, with the support of the Joint CLECs, seeks approval of the negotiated PIP modifications. AT&T submits that these consensus PIP modifications are in the public interest and requests that they be approved by the Commission as expeditiously as possible. The Joint CLECs support the motion.

This Commission has recognized a strong public policy of this State favoring settlement.<sup>10</sup> Commission policy also favors settlements that are “reasonable in light of the whole record, consistent with law, and in the public interest.”<sup>11</sup> The consensus PIP modifications satisfy these requirements.

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<sup>10</sup> *Re Pacific Bell*, Decision No. 92-07-076, *Interim Opinion*, 45 Cal. P.U.C.2d 158, 169 (1992); *Re Application of GTE California Inc. for Review of the Operations of the Incentive-Based Regulatory Framework Adopted in Decision 89-10-031*, Decision No. 96-05-037, *Order Denying Petitions to Modify D.93-09-038 and D.95-12-012*, 66 Cal. P.U.C.2d 280, 283 (Finding of Fact 1) (1996).

<sup>11</sup> Rule 12.1(d) of the Commission’s Rules of Practice and Procedure.

The attached PIP is intended to be consistent with the laws governing OSS access. The Telecommunications Act of 1996 and the FCC's implementing rules require incumbent local exchange carriers ("ILECs"), such as AT&T California, to provide CLECs with nondiscriminatory access to OSS. In the August 1996 Local Competition First Report and Order, the FCC commented that ILECs such as AT&T California must provide CLECs with access to the preordering, ordering, provisioning, billing, repair, and maintenance OSS subfunctions such that CLECs are able to perform such OSS functions in "substantially the same time and manner" as the ILECs can for themselves. In August of 1997, the FCC's Ameritech Opinion clarified that for those OSS subfunctions with retail analogs, an ILEC "must provide access to competing carriers that is equal to the level of access that the [ILEC] provides to itself, its customers or its affiliates, in terms of quality, accuracy and timeliness." The FCC further clarified in the Ameritech Opinion that for those OSS functions with no retail analog, an ILEC must offer access sufficient to allow an efficient CLEC "a meaningful opportunity to compete."

AT&T submits that the consensus modifications to the PIP are consistent with the requirements of applicable law because they provide incentives for AT&T California to provide its competitors with sufficient, non-discriminatory access to OSS as required by the Act. Further, AT&T believes that the consensus PIP modifications strike a reasonable compromise among all parties' interests.

AT&T submits that the consensus PIP modifications are also reasonable and in the public interest. The Settling Parties include many of the carriers that are the most directly affected by the standards by which AT&T California's OSS are provisioned. As a result, the proposed settlement reflects a "business-to-business" consensus regarding appropriate wholesale performance incentives for today's telecommunications market. The Settling Parties have

devoted extensive time and effort to reaching this settlement. In order to encourage “business-to-business” solutions and settlements, AT&T requests the Commission adopt it on an expedited basis. Prompt action will also benefit the telecommunications industry by bringing certainty to this issue.

**IV. CONCLUSION**

For the foregoing reasons, AT&T, with the support of Joint CLECs, submits that the consensus PIP changes meet the Commission’s standards for a reasonable settlement.

Accordingly, AT&T, with the support of the Joint CLECs, respectfully requests that the Commission approve the consensus PIP changes. Because it reflects the consensus of the Settling Parties, AT&T requests this motion be granted as expeditiously as possible.

Respectfully submitted,

/s/

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## AT&T California Performance Incentive Plan

### 1. GENERAL PRINCIPLES

- 1.1. **Plan Elements.** The Performance Incentive Plan (PIP) consists of the following elements: (1) a collection of measures that assess service delivery; (2) a set of testing rules for deciding whether service delivery is in parity (where there are retail analogues) or in compliance (where there are benchmarks); (3) a mechanism for calculating incentive payments for those sub-measures found to be out of parity or out of compliance; (4) a specification of the payment amounts to be paid for out-of-parity or non-compliant performance; (5) a provision for Absolute and Procedural caps on payments; and (6) a provision for Root Cause analysis that can excuse service delivery failures that were outside the control of AT&T California.
- 1.2. **Performance Measures.** The performance measures used in the PIP are specified in the Performance Measurements Plan. Payments apply to those non-diagnostic sub-measures designated in Section 4 herein that have data for a given month when AT&T California delivers out-of-parity or non-compliant performance.
- 1.3. **Testing Rules.** The rules for assessing whether specific sub-measures are out-of-parity or non-compliant are applied from Exhibit 3 attached to this plan.
- 1.4. **Incentive Payment Calculations.** Incentive payment calculations are applied to those performance results for each month that are deemed to be out-of-parity or non-compliant.
- 1.5. **Incentive Payment Amounts.** The incentive payment amounts are dependent on the importance of the measure being assessed (measures are classified as being *primary* or *secondary*) and on the number of failures during the recent history of the evaluations of the measure. The details of these amounts are specified in Section 3.
- 1.6. **Absolute and Procedural Caps.** In any month, the following caps on payments apply: (1) a procedural cap of \$15,000,000 for AT&T California for all CLECs; and (2) an absolute monthly cap of 1/12 of 36% of annual net revenue from local exchange service for AT&T California. Using the same method that was used to determine these amounts, these amounts will be updated to reflect new ARMIS data published each year.
- 1.7. **Root Cause Analysis.** A procedure for Root Cause Analysis and subsequent action is included (see Section 5).
- 1.8. **Modifications.** The Commission shall retain authority to modify any element of this plan.

### 2. THE ASSESSMENT OF PARITY AND COMPLIANCE

- 2.1. The specific mechanism for assessing parity and compliance depends on the classification of the sub-measure being assessed. Sub-measures can be classified according to three dimensions: (1) the *type* of the comparison: parity where there is a retail analogue or benchmarks where no retail analogues are



available or feasible, (2) the *basis* for the measurement: averages, percentages (proportions), rates, or indices; and (3) the *direction* of good service: either high values or low values. The table below gives a summary of the tests that are applied to sub-measures according to their first two dimensions. These tests are described in more detail below.

- 2.2. **Statistical Criterion for Deciding Parity.** A statistical test is applied to the data on a sub-measure for both the CLEC and the ILEC that yields a probability of the data given the null hypothesis of parity. If the probability is less than 10% (0.10 critical alpha), the parity test for the sub-measure fails. Otherwise the sub-measure passes.
- 2.3. **Criteria for Deciding Compliance.** Data for the CLEC will be compared to the benchmark for the sub-measure. If the data are in the acceptable range (at or below the benchmark when low values are good service and at or above the benchmark when high values are good service), the sub-measure passes; otherwise it fails. If the Small Sample Adjustment Procedure is applicable, it is used in place of a direct comparison with the benchmark.
- 2.4. Parity and compliance tests shall be applied as specified Exhibit 3. The test applications are summarized in the following table:

<b>Testing Procedures Applied to Sub-measures According to their Basis and Type</b>		
<b>Basis</b>	<b>Parity</b>	<b>Benchmarks</b>
Averages	Modified <i>t</i> -test applied to all sub-measures.	Benchmark is used as an absolute comparison standard.
Percentage	Fisher's exact test applied to all sub-measures.	Small Sample Adjustment Procedure is applied where applicable; otherwise the benchmark is used as an absolute standard.
Rates	Binomial test applied to all sub-measures.	Small Sample Adjustment Procedure is applied where applicable; otherwise the benchmark is used as an absolute standard.
Index	(There are no sub-measures in this category.)	The performance is compared to an absolute standard.

### 3. CALCULATION OF INCENTIVE VALUES

- 3.1. The assessment of incentive payments for non-compliance is performed each month in two ways: (1) at the level of the CLEC on those sub-measures for which reportable data can be attributed to the CLEC (all measures except Measures 24, 38 and 42), and (2) on an industry aggregate basis for the sub-measures of Measures 24, 38 and 42. The first group of sub-measures (those

tested at the level of the CLEC) are called *Category A* sub-measures. The second group is called *Category B*.

3.2. **Category A:** The Category A measures are divided into two classes: *primary* (Measures 11, 17, 19, 20, and 21) and *secondary* (all remaining measures).<sup>1</sup> For primary measures a payment of \$1,000 will be assessed for each failure. For secondary measures a payment of \$500 will be assessed for each failure.

3.3. **Category B:** A payment of \$5,000 will be assessed for each failure in Category B.

3.4. **Chronic Failures**

3.4.1. **Definition:** A sub-measure attains the status of a *Chronic Failure* whenever three consecutive tests fail for the sub-measure. Parity and compliance tests will be considered consecutive if there are no more than two months of missing data (and, therefore, no tests) between failures. Three or more months with missing data will reset the count of prior failures to zero.

3.4.2. **Exiting Chronic Failure Status:** Once a sub-measure attains chronic failure status, all subsequent failures will be deemed chronic until two consecutive passes are obtained or three months intervene with no parity or compliance tests.

3.4.3. **Category A.**

3.4.3.1. **Primary sub-measures:** For primary sub-measures, an *additional* assessment will be applied each time a sub-measure has a chronic failure according to the following scheme:

Number of failures at chronic level	Additional assessment
First occurrence	\$3,000
Second occurrence	\$3,000
Third occurrence	\$3,500
Fourth occurrence	\$4,000
Fifth occurrence	\$4,500
Six and subsequent occurrences	\$5,000

3.4.3.2. **Secondary sub-measures:** For secondary sub-measures, an *additional* \$1,500 assessment will be applied each time a sub-measure has a chronic failure.

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<sup>1</sup> AT&T California agrees that identification of performance measures as "primary" and "secondary" will not be used against CLECs in future negotiations or contested case proceedings regarding further changes to the JPSA.

- 3.4.4. **Category B:** An *additional* \$25,000 assessment will be applied each time a sub-measure has a chronic failure.
  - 3.5. Category A payments will be made to the CLEC whose sub-measure failed the parity or compliance test. Category B payments will be distributed evenly to all CLECs meeting the eligibility requirements set forth in Section 6.1.3.
  - 3.6. The total payment to a CLEC in any month, adding together all Category A and B sub-measures, shall not exceed the total charges to the CLEC for OSS and local exchange services for that month.
- 4. SPECIFIC MEASURES TO WHICH INCENTIVE PAYMENTS APPLY**
- 4.1. Payments for AT&T California's failure to meet specified performance measures will only apply to the Specified Measures listed below:
  - 4.2. Pre-Ordering**
    - 4.2.1. Measure 1- Response Time (to Pre-Order Queries)
  - 4.3. Ordering**
    - 4.3.1. Measure 2 - FOC Notice Interval
  - 4.4. Provisioning**
    - 4.4.1. Measure 5 - Percentage of Orders Jeopardized
    - 4.4.2. Measure 6 - Jeopardy Notices Returned by Required Interval
    - 4.4.3. Measure 7 - Average Completed Interval
    - 4.4.4. Measure 9 - Coordinated Customer Conversion
    - 4.4.5. Measure 9A - Frame Due Time Conversions as a Percentage On-Time
    - 4.4.6. Measure 11 - Percent of Due Dates Missed
    - 4.4.7. Measure 14 – Held Order Interval
    - 4.4.8. Measure 15 - Provisioning Trouble Reports
    - 4.4.9. Measure 16 - Percent Troubles in 30 Days for New Orders (Specials)/
    - 4.4.10. Measure 17 - Percent Troubles in 10 Days for New Orders (Non-Specials)
    - 4.4.11. Measure 18 (Includes former Measure 18A) - Average Completion Notice Interval/ Mechanized Line Loss Notifications
  - 4.5. Maintenance**
    - 4.5.1. Measure 19 - Customer Trouble Report Rate
    - 4.5.2. Measure 20 – Percentage of Customer Trouble not Resolved w/in Est. Time
    - 4.5.3. Measure 21 - Average Time to Restore
    - 4.5.4. Measure 23 - Frequency of Repeat Troubles in 30 Day Period

#### **4.6. Network Performance**

4.6.1. Measure 24 - Percent Blocking on Common Trunks

#### **4.7. Billing**

4.7.1. Measure 34 - Bill Accuracy

#### **4.8. Databases**

4.8.1. Measure 38 – Percent Database Accuracy

4.8.2. Measure 39 – E911/911 MS Database Update

#### **4.9. Collocation**

4.9.1. Measure 41 - Time to Provide a Collocation Arrangement

#### **4.10. Interfaces**

4.10.1. Measure 42 - Percentage of Time Interface is Available

### **5. ROOT CAUSE ANALYSIS**

- 5.1. AT&T California may use Root Cause Analysis to demonstrate that an apparent out-of-parity condition was attributable to an atypical event beyond the reasonable control of AT&T California. The list of “excludable events” that could be considered as part of AT&T California’s Root Cause Analysis is reflected in Exhibit 1 hereto. In addition, the following provisions apply to Root Cause Analysis:
- 5.2. Where performance data suggests an out-of-parity condition exists, AT&T California may use Root Cause Analysis to demonstrate there was no discriminatory treatment (the situations in which AT&T California may invoke Root Cause Analysis – referred to as “excludable events” – are reflected in Exhibit 1). When Root Cause Analysis is invoked, AT&T California will have the burden of proving that but for the occurrence and nature of an “exclusion event” AT&T California would have succeeded on the measure in question.
- 5.3. If a dispute arises over whether AT&T California’s Root Cause Analysis is sufficient to excuse an apparent out-of-parity condition, the Parties will first attempt to resolve the disagreement through an informal discussion. AT&T California will prepare a Root Cause Analysis report and provide it to any affected CLEC. If the Parties agree that the Root Cause Analysis report is sufficient to excuse AT&T California, the Parties will sign the report and AT&T California will be relieved from any associated payments. If CLEC does not accept AT&T California’s Root Cause Analysis, the Parties agree to seek resolution by the Commission.
- 5.4. Pending the resolution of any dispute, AT&T California shall place the payments in an interest-bearing escrow account. The funds in question will be transferred to the CLEC when and if it is determined through the EDR process that AT&T’s Root Cause Analysis is not sufficient to excuse AT&T California.
- 5.5. Exhibit 1 identifies the categories of events that may form the basis of Root Cause Analysis and provides examples of the types of events within each category. The list is only illustrative; it is not definitive.

- 5.6. Force majeure events will be treated as excludable events.
- 5.7. AT&T California will provide to the CLEC, at the time of submitting a Root Cause Analysis report to the CLEC, all non-confidential documents that were used as part of AT&T California's Root Cause Analysis.
- 5.8. Inadequate forecasts shall also be treated as an excludable event. AT&T California may demonstrate as part of its Root Cause Analysis that but for the inadequate forecast provided by CLEC, AT&T California would have complied with the performance measure at issue. Exhibit 2 hereto provides the terms of the forecasting exclusion.
- 5.9. Delays or other problems resulting from actions of a Service Bureau Provider acting on the CLEC's behalf for connection to AT&T California's OSS, including Service Bureau Provider provided processes, services, systems or connectivity, shall be treated as excludable events.

## 6. PERFORMANCE INCENTIVE PAYMENTS

### 6.1. Payments/Credits

- 6.1.1. **Schedule.** AT&T California will provide billing credits for the incentive amounts generated by the plan, on or before the 30th day following the due date of the performance report for the month in which the obligation arose.
- 6.1.2. **Absolute and Procedural Caps.** In any given month, the payment to CLECs shall not exceed the following amounts. When the limit is reached, payments shall be prorated among the CLECs in the amounts proportional to what they would otherwise be entitled to collect absent a cap: 1) a procedural cap of \$15,000,000 for all CLECs; 2) an absolute cap of 1/12 of 36% of annual net revenue from local exchange service. If a procedural cap is reached in a month, the Commission should conduct a hearing to determine whether it would be reasonable under the circumstances, and in light of the evidence, to require AT&T to pay any amounts in excess of the procedural caps. If the procedural cap is met, the amounts owed up to the cap will be prorated among the CLECs to whom incentive payments are owed and will be paid regardless of the outcome of the hearing.
- 6.1.3. **Eligibility.** CLECs are not eligible for incentive payments until 10 days after receipt by AT&T California of an executed (by CLEC) Interconnection Agreement, or an amendment to an existing Interconnection Agreement ("Receipt Date"), the terms of which have been agreed to by both CLEC and AT&T California, expressly referencing this provision. Incentive payments will be made, effective with the first full month of performance results after the Receipt Date, and will be payable from and after the date that the Interconnection Agreement or amendment is approved by the Commission. AT&T California will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and AT&T California have signed. In addition, only CLECs who have submitted orders for services

to AT&T during the month under report shall be eligible for incentive payments (reportable data on Measure 2).

## EXHIBIT 1

### FACTUAL ANALYSIS

The following incidences are reasonable exceptions that can be used to mitigate a statistical finding of out-of-parity (or benchmark miss) provided that the incident impacted the CLEC to such a degree as to make otherwise compliant performance non-compliant:

- I. Significant activity by a third party external to AT&T California\* (not controllable by AT&T California)
  - A. Damage to facilities:
    - major cable cuts
    - gas/water main break
    - manhole/structure fire
    - central office/facilities fires not caused or under control of AT&T California
    - other damage to facilities cause by a third party
  - B. Failure of third party systems
    - LNP-service degradation/out-of-service of NPAC
  - C. Threats to personal safety
    - Bomb threat causing evacuation of a AT&T California building (service center, central office, etc.)
    - Other threats to personal safety which impact the execution of AT&T California's activities on behalf of the CLEC
- II. Environmental events not considered force majeure
  - A. Environmental events causing service center evacuation/building condemnation
    - building fire
    - building damage cause by external force
    - hazardous condition (gas or chemical leaks, presence of hazardous material)
- III. Failure of CLEC process/system or those of a third party vendor, including a Service Bureau Provider, acting on behalf of CLEC
  - A. CLEC ordering system with degraded service or out-of-service for an extended period of time, resulting in:

- a backlog of requests sent all at once
  - the CLEC changing from electronic transmission to manual (fax) for duration of the outage
- B. Chronic, severely impaired testing capabilities on part of CLECs
- C. Chronic failure on the part of the CLEC to provision their own network in a timely manner in establishing new or migrated end user service which also involves activities on the part of AT&T California

\*Note: AT&T California's sub-contractors or other AT&T California agents are not considered an external third party.



## AT&T California Performance Incentive Plan

### 1. GENERAL PRINCIPLES

- 1.1. **Plan Elements.** The Performance Incentive Plan (PIP) consists of the following elements: (1) a collection of measures that assess service delivery; (2) a set of testing rules for deciding whether service delivery is in parity (where there are retail analogues) or in compliance (where there are benchmarks); (3) a mechanism for calculating incentive payments for those sub-measures found to be out of parity or out of compliance; (4) a specification of the payment amounts to be paid for out-of-parity or non-compliant performance; (5) a provision for Absolute and Procedural caps on payments; and (6) a provision for Root Cause analysis that can excuse service delivery failures that were outside the control of AT&T California.
- 1.2. **Performance Measures.** The performance measures used in the PIP are specified in the Performance Measurements Plan. Payments apply to those non-diagnostic sub-measures designated in Section 4 herein that have data for a given month when AT&T California delivers out-of-parity or non-compliant performance.
- 1.3. **Testing Rules.** The rules for assessing whether specific sub-measures are out-of-parity or non-compliant are applied from Exhibit 3 attached to this plan.
- 1.4. **Incentive Payment Calculations.** Incentive payment calculations are applied to those performance results for each month that are deemed to be out-of-parity or non-compliant.
- 1.5. **Incentive Payment Amounts.** The incentive payment amounts are dependent on the importance of the measure being assessed (measures are classified as being *primary* or *secondary*) and on the number of failures during the recent history of the evaluations of the measure. The details of these amounts are specified in Section 3.
- 1.6. **Absolute and Procedural Caps.** In any month, the following caps on payments apply: (1) a procedural cap of \$15,000,000 for AT&T California for all CLECs; and (2) an absolute monthly cap of 1/12 of 36% of annual net revenue from local exchange service for AT&T California. Using the same method that was used to determine these amounts, these amounts will be updated to reflect new ARMIS data published each year.
- 1.7. **Root Cause Analysis.** A procedure for Root Cause Analysis and subsequent action is included (see Section 5).
- 1.8. **Modifications.** The Commission shall retain authority to modify any element of this plan.

### 2. THE ASSESSMENT OF PARITY AND COMPLIANCE

- 2.1. The specific mechanism for assessing parity and compliance depends on the classification of the sub-measure being assessed. Sub-measures can be classified according to three dimensions: (1) the *type* of the comparison: parity where there is a retail analogue or benchmarks where no retail analogues are

available or feasible, (2) the *basis* for the measurement: averages, percentages (proportions), rates, or indices; and (3) the *direction* of good service: either high values or low values. The table below gives a summary of the tests that are applied to sub-measures according to their first two dimensions. These tests are described in more detail below.

- 2.2. **Statistical Criterion for Deciding Parity.** A statistical test is applied to the data on a sub-measure for both the CLEC and the ILEC that yields a probability of the data given the null hypothesis of parity. If the probability is less than 10% (0.10 critical alpha), the parity test for the sub-measure fails. Otherwise the sub-measure passes.
- 2.3. **Criteria for Deciding Compliance.** Data for the CLEC will be compared to the benchmark for the sub-measure. If the data are in the acceptable range (at or below the benchmark when low values are good service and at or above the benchmark when high values are good service), the sub-measure passes; otherwise it fails. If the Small Sample Adjustment Procedure is applicable, it is used in place of a direct comparison with the benchmark.
- 2.4. Parity and compliance tests shall be applied as specified Exhibit 3. The test applications are summarized in the following table:

<b>Testing Procedures Applied to Sub-measures According to their Basis and Type</b>		
<b>Basis</b>	<b>Parity</b>	<b>Benchmarks</b>
Averages	Modified <i>t</i> -test applied to all sub-measures.	Benchmark is used as an absolute comparison standard.
Percentage	Fisher's exact test applied to all sub-measures.	Small Sample Adjustment Procedure is applied where applicable; otherwise the benchmark is used as an absolute standard.
Rates	Binomial test applied to all sub-measures.	Small Sample Adjustment Procedure is applied where applicable; otherwise the benchmark is used as an absolute standard.
Index	(There are no sub-measures in this category.)	The performance is compared to an absolute standard.

### 3. CALCULATION OF INCENTIVE VALUES

- 3.1. The assessment of incentive payments for non-compliance is performed each month in two ways: (1) at the level of the CLEC on those sub-measures for which reportable data can be attributed to the CLEC (all measures except Measures 24, 38 and 42), and (2) on an industry aggregate basis for the sub-measures of Measures 24, 38 and 42. The first group of sub-measures (those

tested at the level of the CLEC) are called *Category A* sub-measures. The second group is called *Category B*.

- 3.2. **Category A:** The Category A measures are divided into two classes: *primary* (Measures 11, 17, 19, 20, and 21) and *secondary* (all remaining measures).<sup>1</sup> For primary measures a payment of \$1,000 will be assessed for each failure. For secondary measures a payment of \$500 will be assessed for each failure.
- 3.3. **Category B:** A payment of \$5,000 will be assessed for each failure in Category B.
- 3.4. **Chronic Failures**

- 3.4.1. **Definition:** A sub-measure attains the status of a *Chronic Failure* whenever three consecutive tests fail for the sub-measure. Parity and compliance tests will be considered consecutive if there are no more than two months of missing data (and, therefore, no tests) between failures. Three or more months with missing data will reset the count of prior failures to zero.

- 3.4.2. **Exiting Chronic Failure Status:** Once a sub-measure attains chronic failure status, all subsequent failures will be deemed chronic until two consecutive passes are obtained or three months intervene with no parity or compliance tests.

- 3.4.3. **Category A.**

- 3.4.3.1. **Primary sub-measures:** For primary sub-measures, an *additional* assessment will be applied each time a sub-measure has a chronic failure according to the following scheme:

Number of failures at chronic level	Additional assessment
First occurrence	\$3,000
Second occurrence	\$3,000
Third occurrence	\$3,500
Fourth occurrence	\$4,000
Fifth occurrence	\$4,500
Six and subsequent occurrences	\$5,000

- 3.4.3.2. **Secondary sub-measures:** For secondary sub-measures, an *additional* \$1,500 assessment will be applied each time a sub-measure has a chronic failure.

---

<sup>1</sup> AT&T California agrees that identification of performance measures as "primary" and "secondary" will not be used against CLECs in future negotiations or contested case proceedings regarding further changes to the JPSA.

- 3.4.4. **Category B:** An *additional* \$25,000 assessment will be applied each time a sub-measure has a chronic failure.
- 3.5. Category A payments will be made to the CLEC whose sub-measure failed the parity or compliance test. Category B payments will be distributed evenly to all CLECs meeting the eligibility requirements set forth in Section 6.1.3.
- 3.6. The total payment to a CLEC in any month, adding together all Category A and B sub-measures, shall not exceed the total charges to the CLEC for OSS and local exchange services for that month.
- 4. SPECIFIC MEASURES TO WHICH INCENTIVE PAYMENTS APPLY**
- 4.1. Payments for AT&T California's failure to meet specified performance measures will only apply to the Specified Measures listed below:
- 4.2. Pre-Ordering**
- 4.2.1. Measure 1- Response Time (to Pre-Order Queries)
- 4.3. Ordering**
- 4.3.1. Measure 2 - FOC Notice Interval
- 4.4. Provisioning**
- 4.4.1. Measure 5 - Percentage of Orders Jeopardized
- 4.4.2. Measure 6 - Jeopardy Notices Returned by Required Interval
- 4.4.3. Measure 7 - Average Completed Interval
- 4.4.4. Measure 9 - Coordinated Customer Conversion
- 4.4.5. Measure 9A - Frame Due Time Conversions as a Percentage On-Time
- 4.4.6. Measure 11 - Percent of Due Dates Missed
- 4.4.7. Measure 14 – Held Order Interval
- 4.4.8. Measure 15 - Provisioning Trouble Reports
- 4.4.9. Measure 16 - Percent Troubles in 30 Days for New Orders (Specials)/
- 4.4.10. Measure 17 - Percent Troubles in 10 Days for New Orders (Non-Specials)
- 4.4.11. Measure 18 (Includes former Measure 18A) - Average Completion Notice Interval/ Mechanized Line Loss Notifications
- 4.5. Maintenance**
- 4.5.1. Measure 19 - Customer Trouble Report Rate
- 4.5.2. Measure 20 – Percentage of Customer Trouble not Resolved w/in Est. Time
- 4.5.3. Measure 21 - Average Time to Restore
- 4.5.4. Measure 23 - Frequency of Repeat Troubles in 30 Day Period

#### **4.6. Network Performance**

4.6.1. Measure 24 - Percent Blocking on Common Trunks

#### **4.7. Billing**

4.7.1. Measure 34 - Bill Accuracy

#### **4.8. Databases**

4.8.1. Measure 38 – Percent Database Accuracy

4.8.2. Measure 39 – E911/911 MS Database Update

#### **4.9. Collocation**

4.9.1. Measure 41 - Time to Provide a Collocation Arrangement

#### **4.10. Interfaces**

4.10.1. Measure 42 - Percentage of Time Interface is Available

### **5. ROOT CAUSE ANALYSIS**

5.1. AT&T California may use Root Cause Analysis to demonstrate that an apparent out-of-parity condition was attributable to an atypical event beyond the reasonable control of AT&T California. The list of “excludable events” that could be considered as part of AT&T California’s Root Cause Analysis is reflected in Exhibit 1 hereto. In addition, the following provisions apply to Root Cause Analysis:

5.2. Where performance data suggests an out-of-parity condition exists, AT&T California may use Root Cause Analysis to demonstrate there was no discriminatory treatment (the situations in which AT&T California may invoke Root Cause Analysis – referred to as “excludable events” – are reflected in Exhibit 1). When Root Cause Analysis is invoked, AT&T California will have the burden of proving that but for the occurrence and nature of an “exclusion event” AT&T California would have succeeded on the measure in question.

5.3. If a dispute arises over whether AT&T California’s Root Cause Analysis is sufficient to excuse an apparent out-of-parity condition, the Parties will first attempt to resolve the disagreement through an informal discussion. AT&T California will prepare a Root Cause Analysis report and provide it to any affected CLEC. If the Parties agree that the Root Cause Analysis report is sufficient to excuse AT&T California, the Parties will sign the report and AT&T California will be relieved from any associated payments. If CLEC does not accept AT&T California’s Root Cause Analysis, the Parties agree to seek resolution by the Commission.

5.4. Pending the resolution of any dispute, AT&T California shall place the payments in an interest-bearing escrow account. The funds in question will be transferred to the CLEC when and if it is determined through the EDR process that AT&T’s Root Cause Analysis is not sufficient to excuse AT&T California.

5.5. Exhibit 1 identifies the categories of events that may form the basis of Root Cause Analysis and provides examples of the types of events within each category. The list is only illustrative; it is not definitive.

**EXHIBIT 2**  
**FORECASTING PLAN**

CLECs shall submit forecasts to AT&T California for the following categories of products/services:

- Collocation
- Interconnection Trunks
- Service Requests by:
  - Resale
    - Non- special (POTS and POTS-like services)
    - Specials
  - UNE
    - Loops
      - Non- special (POTS and POTS-like services)
      - Specials
    - Unbundled Transport
- Forecasts shall cover a six-month period (two quarters) and shall be submitted one quarter in advance of the commencement of the six-month period.
  - Forecasts may be updated quarterly, or sooner, if the CLEC determines that conditions warrant an update.
    - For example, a forecast of 3<sup>rd</sup> and 4<sup>th</sup> Quarter 2008 must be submitted by March 31, 2008. However, the 4<sup>th</sup> Quarter forecast may be updated as part of the quarterly submission on or before June 30, 2008 (which covers 4<sup>th</sup> Quarter 2008 and 1<sup>st</sup> Quarter 2009).
  - For Service Request forecasts, forecasts shall be submitted on a statewide basis. For Interconnection forecasts, forecasts shall be submitted by wire center. Tandem interconnection shall be by tandem with identification of estimated traffic to and from subtending end offices.
  - For collocation, forecasts shall be submitted by wire center.
  - Forecasts shall be disaggregated on a monthly level.
- If AT&T California misses a mapped sub-measure (see Exhibit 2) for which a CLEC's actual volumes are 20% greater than the forecasted volume, on a monthly basis, a root cause analysis may be triggered.

- If AT&T California misses a mapped sub-measure (see Exhibit 2) for which the CLEC has not provided any forecast, a root cause analysis may be triggered.
- AT&T California may address the effect on AT&T California of an inaccurate forecast in its limited root cause analysis of a missed mapped sub-measure. In this review, AT&T must document how, but for the variance in the CLEC's forecast and actual volumes for one of the categories above (i.e., service requests, interconnection trunks or collocation), AT&T California would not have missed the mapped sub-measure. For purposes of the limited root cause analysis, the performance measures potentially affected by forecasting are set forth, or mapped, on the attached chart.
- Forecasts may contain commercially sensitive information and must be kept confidential. AT&T shall protect forecasts against disclosure to any unauthorized persons, including personnel responsible for retail sales or marketing. In addition, AT&T shall limit the disclosure of CLEC forecasts to personnel with a need to know for the purpose of ensuring AT&T's compliance with OSS performance measures and their applicable incentive plan, including compliance with the underlying wholesale obligations.

**EXHIBIT 2**

**FORECAST MAPPING TO PERFORMANCE MEASURES**

	TYPE OF FORECAST		
	Service Order	Collocation	Interconnection
<b>Pre-Ordering</b>			
• 1 - Response Time	X		
<b>Ordering</b>			
• 2 - FOC Notice Interval	X		X
<b>Provisioning</b>			
• 5 - Percent of Orders Jeopardized	X		X
• 6 - Jeopardy Notices returned by Required Interval	X		X
• 7 - Average Completed Interval	X		X
• 9 - Coordinated Customer Conversions	X		
• 9A - Frame Due Time (FDT) Conversions	X		
• 11 - Percent of Due Dates Missed	X		X
• 14 - Held Order Interval	X		X
• 15 - Provisioning Trouble Reports	X		
• 16 - Percent Troubles in 30 Days for Special Services Orders	X		X
• 17 - Percent Troubles in 10 Days for Non-Special Orders	X		
• 18 - Comp. Notice/Line Loss Notice Interval	X		
<b>Maintenance</b>			
• 19 - Customer Trouble Report Rate			
• 20 - % of Cust. Trouble Not Resolved w/in Est. Time			
• 21 - Average Time to Restore			



	TYPE OF FORECAST		
	Service Order	Collocation	Interconnection
● 23- Frequency of Repeat Troubles in 30 day period			
<b>Network Performance</b>			
● 24 - Percent Blocking on Common Trunks			
<b>Billing</b>			
● 34 - Bill Accuracy			
<b>Databases</b>			
● 38 – Percent Database Accuracy			
● 39 – E911/911 MS Database Update	X		
<b>Collocation</b>			
● 41 - Time to Provide a Collocation Arrangement		X	
<b>Interfaces</b>			
● 42 - Percent of Time Interface is Available			

## EXHIBIT 3

### PARITY AND COMPLIANCE TESTING

#### I. Parity measures

All statistical tests will be one-tailed tests.

##### 1. Average-based Parity Measures

The Modified *t*-test will be used for all average-based parity measures as specified in:

**Brownie, C., Boos, D., & Hughes-Oliver, J. (1990). Modifying the *t* and ANOVA *F* tests when treatment is expected to increase variability relative to controls. *Biometrics*, 46, 259-266.**

The Modified *t*-test for the difference in means (averages) between the ILEC and the CLEC populations is:

$$t = \frac{M_I - M_C}{S_I \sqrt{\frac{1}{N_C} + \frac{1}{N_I}}}$$

Where:

$M_C$  = the CLEC mean result

$M_I$  = the ILEC mean result

$S_I$  = the standard deviation of the results for the ILEC

$N_C$  = the CLEC sample size

$N_I$  = the ILEC sample size

For measures of time intervals, the raw score distribution will be normalized by taking the natural log of each score after a constant of 0.4 of the smallest unit of measurement is added to each score. For example, if the smallest unit of measurement is an integer, then the added constant would be 0.4:

$$x_{\text{tran}} = \ln(x + 0.4)$$

Similarly, if the smallest unit of measurement is 0.01, then the added constant would be 0.004:

$$x_{\text{tran}} = \ln(x + 0.004)$$

Results that are not measures of time intervals (e.g., Measure 34) will not be transformed.

The Modified *t*-test calculation for average parity measures will be structured so that a negative sign indicates "worst" performance. Specifically, when a lower value represents better performance, such as time to provision a service, the CLEC mean will

be subtracted from the ILEC mean. Different performance measures may require reversing the means in the equation to have a negative sign indicate poorer performance.

The *t*-statistic will be converted to a p-value (probability value) using a *t*-distribution table or calculation. Degrees of freedom (*df*) will be based only on the ILEC sample size consistent with Brownie, et al. If the obtained p-value is less than the critical alpha (.1), then the result will be deemed not in parity.

## 2. Percentage-based Parity Measures

The Fisher's Exact Test will be used for all percentage or proportion parity measures as specified in:

**Sheskin, D. (1997). *Handbook of parametric and nonparametric statistical procedures*. Boca Raton: CRC Press, pp. 221-225.**

If the obtained p-value is less than the critical value of .1, then the result will be deemed out-of-parity.

## 3. Rate-based Parity Measures

The Binomial Exact Test will be used for all rate parity measures as specified in

**Lehmann, E. L. (1986). *Testing statistical hypotheses*. New York: Wiley, p 81.**

## II. Benchmark Measures: Small Sample Adjustment Procedure

The Small Sample Adjustment Procedure can only be used for percentage-based or rate-based sub-measures for which the benchmark may be expressed as a proportion. The Procedure defines the number of "misses" that are permitted for various sample sizes in lieu of an absolute comparison with the benchmark. The meaning of a "miss" depends on whether the benchmark is near 1.0 or near 0. Let **X** be the observed numerator in the CLEC data, let **N** be the CLEC's sample size, and let **B** be the benchmark. Then the number of "misses," **M** is given by

$$M = N - X \text{ if } B > .5 \text{ and}$$

$$M = X \text{ if } B \leq .5.$$

The following procedure calculates the permitted values for **M** given **N** assuming **B** > .5. The essential idea forming the basis for the procedure is that for each benchmark there is a performance level **P** (**P** > **B**) at which the ILEC should be providing service. The value of **P** is chosen so that for a fixed reference sample size, **R** (which will also depend on the benchmark), the probability of observing results for the CLEC that fail the benchmark by chance is .1 (consistent with the critical value for parity tests. The values of **P**, **R**, and the permitted number of misses are given in the following steps.

1. Define **L**, the maximum sample size for which small sample adjustments are permitted, by the formula

$$L = \frac{5}{1 - B}$$

For sample sizes larger than  $L$ , comparisons with the benchmark will be absolute without any further adjustments.

2. The reference sample size is given by

$$R = 3L$$

3. The implied performance level,  $P$ , is that value which solves the equation

$$b = \text{ceiling}(B \times R) - 1$$
$$\sum_{k=0}^b \binom{R}{k} P^k (1-P)^{R-k} = .01$$

where  $\text{ceiling}(x)$  is the largest integer at least equal to  $x$ .

4. The permitted number of misses,  $M$ , for the sample size  $N$ , is the largest value of  $k$  that satisfies the following:

$$\sum_{i=0}^k \binom{N}{N-i} P^i (1-P)^{N-i} \geq .1$$

When the benchmark is less than or equal to .5, the above procedure works by replacing  $B$  with  $1 - B$ .

To illustrate how the procedure works, let  $B = .9$ . Then  $L$  becomes 50 and  $R = 150$ . Step 3 turns a reference sample size of 150 into an implied performance level  $P = .944$ . Step 4 gives the result that 0 misses are permitted for a sample size of 1, 1 miss is permitted for samples sizes of 2 to 9, 2 misses for 10 to 20, 3 misses for 21 to 31, 4 misses for 32 to 44, and 5 misses for 45 to 50. Above sample sizes of 50, the permitted number of misses is  $B \times N$ .

***California OSS OII***  
***Performance Measurements***  
***AT&T California***



**Joint Partial Settlement Agreement**

## INTRODUCTION

On October 9, 1997, the Commission issued an order instituting a rulemaking proceeding and investigation (hereinafter, the "OSS OIP") to accomplish several goals, including the determination of reasonable standards of OSS performance for AT&T California (then Pacific Bell) and Verizon (then GTE), the development of a mechanism that will allow the Commission to monitor improvements in OSS performance, and the assessment of the best and fastest method of ensuring compliance if standards are not met, or improvement is not shown<sup>1</sup>.

Pursuant to the Commission's issuance of the OSS OIP, the Settling Parties entered into lengthy and detailed negotiations to establish a set of performance measures consistent with the Commission's stated goals.<sup>1</sup> The Settling Parties filed a Joint Motion for approval of the JPSA on January 7, 1999, and filed motions on the remaining open issues on January 8, 1999. The Commission issued a decision approving the original JPSA and resolving most of the remaining open issues on August 5, 1999. D.99-08-020.

The JPSA, as originally approved by the Commission in August 1999, called for periodic reviews. Numerous meetings were held between the ILECs and CLECs to negotiate and resolve issues that have arisen over the past year. This iteration of the JPSA is a direct result of those collaborative sessions.

The Commission staff has strongly encouraged CLECs and ILECs to stipulate to a resolution in this proceeding. This partial settlement agreement represents such a stipulation by the parties. This partial settlement report addresses the following:

- the performance measurements
- the formulas for the same
- the levels of disaggregation
- the analogs for the service group types (a level of disaggregation)
- other analogs and the benchmarks
- auditing and reporting
- review procedures

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<sup>1</sup> A full history of the parties' negotiations and the basis for the development of the measures and standards contained in the JPSA is set forth in the Settling Parties' Joint Motion filed in this docket on January 7, 1999, and is incorporated by reference herein.

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- IV. REVIEW PROCEDURES
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## EXECUTIVE SUMMARY

### Performance Measures Development Process

The Telecommunications Act of 1996 and the FCC's implementing rules require AT&T California and Verizon to provide CLECs with nondiscriminatory access to OSS. In the August 1996 Local Competition First Report and Order, the FCC commented, generally, that ILECs must provide CLECs with access to the pre-ordering, ordering, provisioning, billing, repair, and maintenance OSS sub-functions pursuant to the Act such that CLECs are able to perform such OSS sub-functions in "substantially the same time and manner" as the ILECs can for themselves<sup>2</sup>. The FCC's 271 decisions have analyzed the nondiscriminatory access requirements of §251(c) to a Bell Operating Company's (BOC's) §271 application, and clarified that for those OSS subfunctions with retail analogs, a BOC "must provide access to competing carriers that is equal to the level of access that the BOC provides to itself, its customers or its affiliates, in terms of quality, accuracy and timeliness."<sup>3</sup> The FCC further clarified that for those OSS functions with no retail analog, a BOC must offer access sufficient to allow an efficient competitor "a meaningful opportunity to compete."<sup>4</sup>

Initially, some of the interconnection agreements contained performance measures. In late 1997, the California Public Utilities Commission (CPUC) initiated OSS OII/OIR Docket 97-10-016 and 97-10-017 to address monitoring the performance of Operations Support Systems (OSS). The three stated goals of the Commission's OSS/OII proceeding are:

- "to determine reasonable standards of performance for Pacific Bell (Pacific) and GTE California Incorporated (GTEC) in their Operations Support Systems (OSS),

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<sup>2</sup> See, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499, 15763-64 [¶518] (1996) ("Local Competition First Report and Order"), aff'd in part and vacated in part sub nom. Competitive Telecommunications Ass'n v. FCC, 117 F.3d 1068 (8th Cir. 1997) and Iowa Utilities Bd. v. FCC, 120 F.3d 753 (8th Cir. 1997), modified on reh'g, No. 96-3321 (Oct. 14, 1997) (Rehearing Order), petition for cert. granted, 118 S. Ct. 879 (1998).

<sup>3</sup> See *In the Matter of Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York*, CC Docket No.99-295. See also, *In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Michigan*, Memorandum Opinion and Order, 12 FCC Rcd 20543, 20618-19 [¶139] (1997) (*Ameritech Michigan Order*), writ of mandamus issued sub nom. *Iowa Utils. Bd. v. FCC*, No. 96-3321 (8th Cir. Jan. 22, 1998). ("*Ameritech Opinion*"); see also, *In the Matter of Application of Bellsouth Corporation, et al., for Provision of In-Region, InterLATA services in Louisiana* ("*BellSouth (Louisiana II) Opinion*") CC Docket No. 98-121, FCC 98-271 (10-13-98), paragraph 87 (citing, *Ameritech Opinion* at 12 FCC Rcd 20618-19). See also, *Ameritech Opinion* at ¶131, wherein the FCC makes the following statement regarding application of the §251(c) requirements to a BOC's §271 application:

"Because the duty to provide access to network elements under section 251(c)(3) and the duty to provide resale services under section 251(c)(4) include the duty to provide nondiscriminatory access to OSS functions, an examination of a BOC's OSS performance is necessary to evaluate compliance with section 271(c)(2)(B)(ii) and (xiv)."

<sup>4</sup> See *In the Matter of Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York*, CC Docket No.99-295. See also, *Ameritech Opinion* at 12 FCC Rcd at 20619 [¶141]; See also, *BellSouth (Louisiana II) Opinion* at ¶87 (citing *Ameritech Opinion* at 12 FCC Rcd at 20619).



- to develop a mechanism that will allow the Commission to monitor improvements in the performance of OSS, and
- to assess the best and fastest method of ensuring compliance if standards are not met or improvement is not shown. A subset of the third goal will be to provide appropriate compliance incentives under Section 271 of the Telecommunications Act of 1996, which applies solely to Pacific for the prompt achievement of OSS improvements.”<sup>5</sup>

The scope of the proceeding included measures, reporting, comparative analogs, benchmarks, statistical tests, audits and incentives. This report is not intended to address statistical tests and incentives.

## Major Categories

Measurements developed to help assess the provision of non-discriminatory access to OSS and other services, elements or functions were combined into the following broad categories:

### ● Pre-Ordering

Pre-ordering activities relate to the exchange of information between the ILEC and the CLEC regarding current or proposed customer products and services, or any other information required to initiate ordering of service. Pre-ordering encompasses the critical information needed to submit a provisioning order from the CLEC to the ILEC. The pre-order measurement reports the timeliness with which pre-order inquiries are returned to CLECs by the ILEC. Pre-ordering query types include:

- Address Verification/Dispatch Required
- Request for Telephone Number
- Request for Customer Service Record
- Service Availability
- Service Appointment Scheduling (due date)
- Loop Qualification
- PIC
- Facility Availability
- Rejected/Failed Inquiries

### ● Ordering

Ordering activities include the exchange of information between the ILEC and the CLEC regarding requests for service. Ordering includes: (1) the submittal of the service request from the CLEC, (2) rejection of any service request with errors and (3) confirmation that a valid service request has been received and a due date for the request assigned. Ordering performance measurements report on the timeliness with which these various activities are completed by the ILEC. Also captured within this

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<sup>5</sup> Order Instituting Rulemaking on the Commission's Own Motion into Monitoring Performance of Operations Support Systems (R.97-10-016), and Order Instituting Investigation on the Commission's Own Motion into Monitoring Performance of Operations Support Systems (I.97-10-017), October 9, 1997.

category is reporting on the number of CLEC service requests that automatically generate a service order in the ILECs' service order creation system.

- **Provisioning**

Provisioning is the set of activities required to install, change or disconnect a customer's service. It includes the functions to establish or condition physical facilities as well as the completion of any required software translations to define the feature functionality of the service. Provisioning also involves communication between the CLEC and the ILEC on the status of a service order, including any delay in meeting the commitment date and the time at which actual completion of service installation has occurred. Measurements in this category evaluate the quality of service installations, the efficiency of the installation process and the timeliness of notifications to the CLEC that installation is completed or has been delayed.

- **Maintenance**

Maintenance involves the repair and restoral of customer service. Maintenance functions include the exchange of information between the ILEC and CLEC related to service repair requests, the processing of trouble ticket requests by the ILEC, actual service restoral and tracking of maintenance history. Maintenance measures track the timeliness with which trouble requests are handled by the ILEC and the effectiveness and quality of the service restoral process.

- **Network Performance**

Network performance involves the level at which the ILEC provides services and facilitates call processing within its network. The ILEC also has the responsibility to complete network upgrades efficiently. Network performance is evaluated on the quality of interconnection and the timeliness of network upgrades (code openings) the ILEC completes on behalf of the CLEC.

- **Billing**

Billing involves the exchange of information necessary for CLECs to bill their customers, to process the end user's claims and adjustments, to verify the ILEC's bill for services provided to the CLEC and to allow CLECs to bill for access. Billing measures have been designed to gauge the quality, timeliness and overall effectiveness of the ILEC billing processes associated with CLEC customers.

- **Collocation**

ILECs are required to provide to CLECs available space as required by law to allow the installation of CLEC equipment. Performance measures in this category assess the timeliness with which the ILEC handles the CLEC's request for collocation as well as how timely the collocation arrangement is provided.

- **Data Base Updates**

Database updates for directory assistance/listings and E911 include the processes by which these systems are updated with customer information which has changed due to the service provisioning

activity. Measurements in this category are designed to evaluate the timeliness and accuracy with which changes to customer information, as submitted to these databases, are completed by the ILEC.

- **Interfaces**

ILECs provide the CLECs with choices for access to OSS pre-ordering, ordering, maintenance and repair systems. Availability of the interfaces is fundamental to the CLEC being able to effectively do business with the ILEC. Additionally, in many instances, CLEC personnel must work with the service personnel of the ILEC. Measurements in this category assess the availability to the CLECs of systems and personnel at the ILEC work centers.

### **Auditing and Review Procedures**

The parties have agreed to the procedures for auditing and review. Descriptions of these procedures can be found in Sections III and IV.

*Note: This Executive Summary is intended to provide a general background regarding parties' negotiations of the OSS performance measures. The statements contained in the Executive Summary are not intended to be legally binding on the parties and shall not be used for such purposes.*

## Reservation of Rights

These reservations of rights do not negate the parties agreement regarding performance measures and standards as reflected in this settlement agreement.

Incorporating the performance measures into the interconnection agreements raises several complex issues. The Commission has indicated it will rule on this matter in a subsequent decision.

### ILECs

By agreeing to the performance measures contained in the Joint Partial Settlement Agreement, ILECs:

- do not make any admission regarding the propriety or reasonableness of establishing performance penalties;
- reserve the right to contest the level of disaggregation for purpose of assessing penalties;
- reserve the right to contend that any resulting penalties should viewed as liquidated damages and as the exclusive remedy for any failure of performance; and,
- do not admit that an apparent less-than-parity condition reflects discriminatory treatment without further factual analysis.

### CLECs

- By executing this Agreement, CLECs do not agree with, endorse, or otherwise concur in the terms of ILECs' reservation of rights.
- CLECs reserve the right to contend that ILEC compliance with the performance measures and standards in the Agreement does not conclusively demonstrate ILEC compliance with the Telecommunications Act of 1996.
- CLECs reserve the right to contend that ILEC compliance with the performance measures and standards does not conclusively demonstrate the existence of an open competitive local market.

## CALIFORNIA OSS OII PERFORMANCE MEASUREMENTS

Measure Number	<i>PRE-ORDERING</i>	Page Number
1	Response Time (to Pre-Order Queries)	11

### *ORDERING*

2	FOC Notice Timeliness	14
4	Percent of Flow Through Orders (Diagnostic)	18

### *PROVISIONING*

5	Percentage of Orders Jeopardized	20
6	Jeopardy Notices Returned by Required Interval	22
7	Average Completed Interval	25
8	Percent Completed within Standard Interval (Diagnostic)	28
8A	Percent Completed within the Customer Requested Due Date (Diagnostic)	30
9	Coordinated Customer Conversion	32
9A	Frame Due Time (FDT) Conversions as a Percentage on Time	33
11	Percent of Due Dates Missed	35
11A	Loop Acceptance Testing (LAT) Not Completed On Time (Diagnostic)	37
12	Percent Due Dates Missed Due to lack of Facilities (Diagnostic)	38
13	Delay Order Interval to Completion Date (Diagnostic)	40
14	Held Order Interval	42
15	Provisioning Trouble Reports	44
15A	Average Time Restore Provisioning Troubles (Diagnostic)	47
16	Percentage Troubles in 30 Days for Special Services Orders	50
17	Percent Troubles in 10 Days for Non-Special Orders	52
18	Completion Notice/Line Loss Notice Interval	54

### *MAINTENANCE*

19	Customer Trouble Report Rate	56
20	Percent of Customer Trouble not Resolved within Estimated Time	58
21	Average Time to Restore	61
23	Frequency of Repeat Troubles in 30 day period	64

### *NETWORK PERFORMANCE*

24	Percent Blocking on Common Trunks	66
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### *BILLING*

34	Bill Accuracy	67
35	Billing Completion Notice Interval (Diagnostic)	68

### *DATABASE UPDATES*

38	Percent Database Accuracy (E911 only)	69
39	E911/911 MS Database Update	70

**COLLOCATION**

<b>40</b>	<b>Percent On Time to Respond to a Collocation Request (Diagnostic)</b>	<b>71</b>
<b>41</b>	<b>Time to Provide a Collocation Arrangement</b>	<b>73</b>

**INTERFACES**

<b>42</b>	<b>Percent of Time Interface is Available</b>	<b>75</b>
<b>44</b>	<b>Center Responsiveness (Diagnostic)</b>	<b>76</b>

**NOTES:**

- 1. These performance measures are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that the CLECs are entitled to any particular manner of access, that these measures relate solely to access to OSS, or is it evidence that the ILEC's obligations are limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and CPUC decisions/regulations, tariffs, and interconnection agreements.*

## OSS OII Performance Measurements Report Requirements

### Pre-Ordering

### Measure 1

**Title:** Response Time (to Pre-Order Queries)

<b>Description:</b>	<p>This measure captures the response interval for each pre-ordering query. It is determined by computing the elapsed time from the ILEC receipt of the query from the CLEC, whether or not syntactically correct, to the time the ILEC returns the requested data to the CLEC.</p> <ul style="list-style-type: none"> <li>• Address Verification/Dispatch Required</li> <li>• Request for Telephone Number</li> <li>• Request for Customer Service Inquiry (Mechanized and Manual)</li> <li>• Service Availability</li> <li>• Service Appointment Scheduling (due date)</li> <li>• Rejected/Failed inquires</li> <li>• Facility Availability</li> <li>• PIC</li> <li>• Loop qualification             <ul style="list-style-type: none"> <li>• Loop Qual (Mechanized)</li> <li>• K1023 loop qualification</li> <li>• xDSL UNE loop qualification</li> </ul> </li> <li>• All Other loop qualification /Facility availability check</li> </ul>
<b>Method of Calculation:</b>	<p><b>Mechanized:</b> <b><u>Pre- Order Query Transaction Time</u></b> Total Queries Returned Within Specified Interval/(Number of Queries Returned in Reporting Period) x 100</p> <p><b><u>Mech. Loop Qualification</u></b> Total Queries Returned Within Specified Interval / (Number of Queries Returned in Reporting Period) x 100</p> <p><b><u>Manual:</u></b></p> <p><b><u>Manual Loop Qualification/Facility Availability Transaction Time</u></b> Sum((Date and time of receipt of manual request) – (Date and time of return of manual response)/ Total number of manual requests completed in reporting period</p> <p><b><u>Manual CSIs</u></b> Total Manual CSIs Returned Within Specified Interval / (Number of CSIs Returned) x 100</p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies) and ILEC

	affiliate																
<b>Reported By:</b>	By query type and by interface type, including fax																
<b>Geographic Level:</b>	Statewide																
<b>Measurable Standard:</b>	<p><b>Mechanized Standard:</b></p> <table> <tr> <td>Address Verification</td> <td>95% w/in 10 sec</td> </tr> <tr> <td>TN Selection</td> <td>95% w/in 10sec</td> </tr> <tr> <td>CSI</td> <td>95% w/in 15sec</td> </tr> <tr> <td>Service Availability</td> <td>95% w/in 13 sec</td> </tr> <tr> <td>Due Date</td> <td>95% w/in 5 sec</td> </tr> <tr> <td>Dispatch</td> <td>95% w/in 19 sec</td> </tr> <tr> <td>PIC</td> <td>95% w/in 25 sec</td> </tr> <tr> <td>Reject/Failed Inquiries</td> <td>Diagnostic</td> </tr> </table> <p>Protocol Trans. Time(EDI/XML –input/output) 95% w/in 4 sec          Protocol Trans. Time(CORBA –input/output) 95% w/in 1 sec          Prot. Trans. Time (Verigate–input/output) 95% w/in 1 sec -diag.</p> <p><b>Manual CSIs:</b>  <b>Benchmark:</b></p> <ul style="list-style-type: none"> <li>• Standard - 95% w/in 4 hours</li> </ul> <p><b>Mechanized Loop Qualification:</b></p> <ul style="list-style-type: none"> <li>• Standard - Benchmark (reported by interface type)             <ul style="list-style-type: none"> <li>• 95% w/in 45 seconds (actual loop makeup)</li> <li>• 95% w/in 15 seconds (design loop makeup)</li> <li>• Event 6 transactions - Diagnostic</li> </ul> </li> </ul> <p><b>Manual Loop Qualification (K1023) Process</b></p> <ul style="list-style-type: none"> <li>• Standard - Parity             <ul style="list-style-type: none"> <li>• Reported by:                 <ul style="list-style-type: none"> <li>• XDSL UNE Loop Qualification</li> <li>• All Other Qualifications/Facility availability check</li> </ul> </li> </ul> </li> </ul>	Address Verification	95% w/in 10 sec	TN Selection	95% w/in 10sec	CSI	95% w/in 15sec	Service Availability	95% w/in 13 sec	Due Date	95% w/in 5 sec	Dispatch	95% w/in 19 sec	PIC	95% w/in 25 sec	Reject/Failed Inquiries	Diagnostic
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Dispatch	95% w/in 19 sec																
PIC	95% w/in 25 sec																
Reject/Failed Inquiries	Diagnostic																



<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• CSI requests (both manual and mechanized) for greater than 50 working telephone numbers.</li> <li>• Rejected manual requests</li> <li>• Any transaction, where the batch transmission from a CLEC includes greater than 200 items in a single transmission. "Batch transmission" means a simultaneous, not serial transmission of all orders in a group to the gateway.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Pre-order query transaction time intervals are measured as total transaction time.</li> <li>• Fully electronic pre-order query response times will be measured for the Verigate, XML and EDI/CORBA interfaces.</li> <li>• Elapsed time for fully electronic sub-measures tracked during published system hours.</li> <li>• Mechanized Loop Qualification measured in seconds.</li> <li>• Elapsed time for manual processes tracked during published business hours.</li> <li>• Pre-Order Query Transaction Time will be reported and tracked diagnostically for rejected/failed inquiries.</li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• The numerator and denominator of the sub-measures in this measure capture all queries completed in the reporting period.</li> <li>• Where CLEC accesses AT&amp;T California's systems using a Service Bureau Provider, the measurement of AT&amp;T California's performance shall not include the Service Bureau Provider's processing, availability or response time.</li> <li>• Submeasures for EDI/CORBA will be removed once these interfaces are retired (planned for mid-2009).</li> </ul>

## **OSS OII Performance Measurements Report Requirements**

**Ordering**

**Measure 2**

**Title:** FOC Notice Timeliness

<b>Description:</b>	Measures the average time from receipt of a valid service request to returning a Firm Order Confirmation (FOC).
<b>Method of Calculation:</b>	<p><b>Mechanized/Manual (except Interconnection Trunks):</b>  <math>\text{Total FOCs Returned Within Specified Interval} / (\text{Number of FOCs Returned in Reporting Period}) \times 100</math></p> <p><b>Interconnection Trunks:</b>  <math>\text{Sum} ((\text{Date and Time of FOC}) - (\text{Business Date and Time of Receipt of Valid Service Request})) / (\text{Number of FOCs Sent in Reporting Period})</math></p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies) and ILEC affiliates.
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• Electronically received/electronically handled (all products combined)</li> <li>• Electronically received and manually handled</li> <li>• Manually received and manually handled</li> </ul>
<b>Geographic Level:</b>	Statewide

<p><b>Measurable Standard:</b></p>	<p><b>Fully Electronic: All products combined</b></p> <p><b>Electronically Received/Manually Handled and Fully Manual:</b></p> <p><b>Service Group Types:</b></p> <ul style="list-style-type: none"> <li>● Resale</li> <li>● 2/4w (8db and 5.5db) analog loop/VG EEL</li> <li>● 2w digital loop(DSL capable, including IDSL and ISDN )</li> <li>● UNE loop-DS1/DS1 EEL</li> <li>● UNE loop – DS3/DS3 EEL</li> <li>● Dedicated Transport – DS1</li> <li>● Dedicated Transport – DS3</li> <li>● Standalone LNP</li> <li>● Interconnection Trunks</li> </ul>
<p><b>Measurable Standard:</b></p>	<p><b>Benchmark:</b></p> <p><b>Fully Electronic/Flow Through:</b></p> <ul style="list-style-type: none"> <li>● Standard - 95% within 1 hour</li> </ul> <p><b>Electronically Received/Manually Handled:</b></p> <ul style="list-style-type: none"> <li>● Standard - 95% within 12 hours</li> </ul> <p><b>Manually Received/Manually Handled:</b></p> <ul style="list-style-type: none"> <li>● Standard - 95% within 24 hours</li> </ul> <p><b>Interconnection Trunks:</b></p> <ul style="list-style-type: none"> <li>● Standard: Average 5 business days</li> </ul> <p><b>Projects:</b></p> <ul style="list-style-type: none"> <li>● Standard -90% within 72 hours – all products except Interconnection Trunks</li> <li>● Standard - Interconnection Trunks             <ul style="list-style-type: none"> <li>● New – 90% w/in 10 days</li> <li>● Augment – 90% w/in 7 days</li> </ul> </li> </ul>

<i>Exclusions:</i>	<ul style="list-style-type: none"><li>• Non – business days.</li><li>• Delays caused for customer reasons.</li><li>• Loop qualification interval for XDSL capable loops is excluded from overall FOC interval for the following products. AT&amp;T will only perform this if pre-qualification has not been completed prior to the submission of the service request by the CLEC, and it is required:</li><li>• Facility availability interval is excluded from overall FOC interval for the following products. AT&amp;T will only perform this if pre-qualification has not been completed prior to the submission of the service request by the CLEC, and it is required:<ul style="list-style-type: none"><li>• Channelized DS1</li><li>• DS3</li><li>• Dedicated Transport</li><li>• Centrex</li><li>• PBX</li></ul></li><li>• Any transaction, where the batch transmission from a CLEC includes greater than 200 items in a single transmission.</li><li>• Test CLECs.</li><li>• Affiliate data will be excluded from all CLEC aggregate performance (in all measures).</li><li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li></ul>
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<p><b><i>Business Rules:</i></b></p>	<p>For manually handled requests:</p> <ul style="list-style-type: none"> <li>• The start time of requests received after the end of the business day will be the beginning of the next business day. Business day is defined as published hours of operation for the AT&amp;T ordering center.             <ul style="list-style-type: none"> <li>• Business day = Monday through Friday, excluding weekends and ILEC published holidays</li> </ul> </li> <li>• Elapsed time for fully electronic sub-measures is tracked during system hours.</li> <li>• Projects are defined as:             <ul style="list-style-type: none"> <li>• Resale Mass Market (including PBX, CENTREX and ISDN-BRI) greater than 20 lines.</li> <li>• Resale Specials (PBX-DID, VGPL, DDS, DS1, DS3, ISDN-PR1) greater than 6 lines.</li> <li>• UNE Loops:                 <ul style="list-style-type: none"> <li>• Special UNE Loops (VGPL, DS1 and above) greater than 6 loops,</li> <li>• Basic and DSL capable loops greater than 20 loops</li> </ul> </li> <li>• Interconnection Trunks greater than 288 trunks</li> <li>• LNP greater than 99 telephone numbers</li> </ul> </li> <li>• Requests for conversion of Special Access circuits to UNEs will be tracked diagnostically.</li> <li>• For LSRs erroneously rejected by AT&amp;T, FOC time is the time from when AT&amp;T received valid LSR to when FOC was finally return, minus the time greater than 7 days that LSR is being reviewed by CLEC.</li> <li>• Elapsed time calculated in hours or days.</li> <li>• For PONs that the CLEC designates as related (RPONs) only, RPONs which are not provided confirmation until all RPONs are received, the FOC time stamp used for receipt of all these RPONs will be the date/time of the last RPON received. The FOC returned date/time would be the actual returned date/time of each RPON.</li> <li>• Fully electronic orders that are subject to reflow will be tracked in "Electronically received/Manually handled" submeasures.</li> </ul>
<p><b><i>Notes:</i></b></p>	<ul style="list-style-type: none"> <li>• Where CLEC accesses AT&amp;T California's systems using a Service Bureau Provider, the measurement of AT&amp;T California's performance shall not include the Service Bureau Provider's processing, availability or response time.</li> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CLEC/customer caused misses.)</li> </ul>

## ***OSS OII Performance Measurements Report Requirements***

**Ordering**

**Measure 4**

**Title:** Percentage of Flow-Through Orders (Diagnostic)

<b>Description:</b>	Measures the percentage of valid electronically received orders processed on a flow through basis.
<b>Method of Calculation:</b>	<p><b>Programmed To Flow Through:</b>          (Number of valid mechanized orders that qualify for flow-through and actually flow through without manual intervention for all products / Total number of electronically received orders that qualify for flow through, for all products) x 100</p> <p><b>Total Flow Through:</b>          [(Number of valid electronically received orders that flow-through without manual intervention) / (Total valid electronically received orders)] x 100</p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, and ILEC Affiliates
<b>Reported By:</b>	Reported by service group type for orders that flow through as a percentage of: <ul style="list-style-type: none"> <li>• All electronically received orders programmed to flow through, by service group type.</li> <li>• All electronically received orders, by service group type.</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Benchmark:</b>  <b>Programmed to Flow Through:</b>          Standard – Diagnostic</p> <p><b>Total Flow Through:</b> Diagnostic</p>

<b>Exclusions:</b>	<ul style="list-style-type: none"><li>• Orders that do not flow through, including rejected orders, due to CLEC caused errors (See notes).</li><li>• Orders that do not flow through due to previously received pending orders.</li><li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li><li>• Any service request not generated on an LSR.</li></ul>
<b>Business Rules:</b>	<ul style="list-style-type: none"><li>• All features on the order must flow through for the order to be flow-through eligible.</li></ul>
<b>Notes:</b>	<ul style="list-style-type: none"><li>• Excluded data will be made available upon request through the raw data/excluded data process. Excluded data for this measure will include flow through eligible orders that do not flow through because the LSR is not formatted consistent flow through standards.</li></ul>

## **OSS OII Performance Measurements Report Requirements**

**Provisioning**

**Measure 5**

**Title:** Percentage of Orders Jeopardized

<i><b>Description:</b></i>	<i><b>Method of Calculation:</b></i>
<i><b>Description:</b></i>	Percentage of total orders processed for which the ILEC notifies the CLEC that the work will not be completed as committed on the original FOC.
<i><b>Method of Calculation:</b></i>	$((\text{Number of Orders Jeopardized}) / (\text{Number of Orders Confirmed})) \times 100$
<i><b>Report Period:</b></i>	Monthly
<i><b>Report Structure:</b></i>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies) and ILEC Affiliates
<i><b>Reported By:</b></i>	By service group type
<i><b>Geographic Level:</b></i>	Statewide



<b>Measurable Standard:</b>	<p><b>Parity for Resale is Retail</b></p> <p><b>Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Benchmark:</b></p> <ul style="list-style-type: none"> <li>• No greater than 5%</li> <li>• 2/4w (8db and 5.5 db) analog loop/VG EEL</li> <li>• 2w digital loop(DSL capable</li> <li>• 2w digital loop (JDSL and ISDN)</li> <li>• UNE loop - DS1/DS1 EEL</li> <li>• UNE loop – DS3/DS3 EEL</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul>	<p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul>
<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• Delays for Customer Reasons</li> <li>• Missed Commitment notices</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>	
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Raw data will include jeopardy codes.</li> </ul>	
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CLEC/customer caused delays that result in a jeopardy.)</li> </ul>	

## OSS OII Performance Measurements Report Requirements

### Provisioning

### Measure 6

**Title:** Jeopardy Notices Returned by Required Interval

<b>Description:</b>	Measures the percentages of jeopardy/missed commit notices that were sent by the required interval. The jeopardy/missed commit notice interval will be tracked as the interval between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time AT&T issues a notice to the CLEC indicating an order is in jeopardy of missing the due date (or the due date/time has been missed).
<b>Method of Calculation:</b>	<p><b>Assignment:</b> <i>Jeopardies identified during the initial assignment process</i></p> <p>Total Number of Assignment Jeopardies Returned within the Required Interval / (Number of Assignment Jeopardy Notices Sent)x100</p> <p><b>Installation:</b> <i>Jeopardies identified during the installation process prior to due time</i></p> <p>Total Number of Installation Jeopardies Returned within the Required Interval / (Number of Installation Jeopardy Notices Sent) x100</p> <p><b>Notification of Missed Commitments</b> Total Number of Missed Commitment Notices Returned within the Required Interval / (Number of Missed Commitment Notices Sent)x100</p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, and ILEC Affiliates
<b>Reported By:</b>	By service group type
<b>Geographic Level:</b>	Statewide

<p><b>Measurable Standard:</b></p>	<p><b>Service Group Types:</b></p> <ul style="list-style-type: none"> <li>• Resale Residential POTS</li> <li>• Resale Business POTS</li> <li>• Resale Specials</li> <li>• 2/4w (8db and 5.5 db) analog loop/VG EELs</li> <li>• 2w digital loop(DSL capable, including IDSL and ISDN)</li> <li>• UNE loop - DS1/DS1 EELs</li> <li>• UNE Loop – DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul>								
<p><b>Measurable Standard:</b></p>	<p><b>Benchmark:</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 40px;">• Standard : Assignment Jeopardies</td> <td style="text-align: right;">90% within 1 day</td> </tr> <tr> <td style="padding-left: 80px;">Install. Jeopardies (POTS)</td> <td style="text-align: right;">95% within 15 minutes</td> </tr> <tr> <td style="padding-left: 80px;">Install. Jeopardies (Specials)</td> <td style="text-align: right;">95% within 3 hours</td> </tr> <tr> <td style="padding-left: 80px;">Missed Commit Notices</td> <td style="text-align: right;">95% within 24 hours</td> </tr> </table>	• Standard : Assignment Jeopardies	90% within 1 day	Install. Jeopardies (POTS)	95% within 15 minutes	Install. Jeopardies (Specials)	95% within 3 hours	Missed Commit Notices	95% within 24 hours
• Standard : Assignment Jeopardies	90% within 1 day								
Install. Jeopardies (POTS)	95% within 15 minutes								
Install. Jeopardies (Specials)	95% within 3 hours								
Missed Commit Notices	95% within 24 hours								
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• Delays for customer reasons</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>								
<p><b>Business Rules:</b></p>	<ul style="list-style-type: none"> <li>• Raw data will include jeopardy codes.</li> <li>• AT&amp;T California tracks assignment jeopardies by due date only, installation jeopardies by business days/hours and notifications of missed commitments by clock hours.</li> <li>• For this measure, Resale Centrex will be assessed against the POTS benchmark standards since this product is provisioned using the POTS provisioning process.</li> </ul>								

<i>Notes:</i>	<ul style="list-style-type: none"><li>• If the ILEC's policy regarding jeopardy notices to their Retail customers changes, this measure should be evaluated for parity analogs.</li><li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CLEC/customer caused delays.)</li></ul>
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## ***OSS OII Performance Measurements Report Requirements***

### **Provisioning**

### **Measure 7**

**Title:** Average Completed Interval

<b>Description:</b>	Average business days from receipt of valid, error-free service request to completion date in service order system for new, move, and change orders.
<b>Method of Calculation:</b>	<p><b>Parity:</b> Sum(Business days from receipt of valid, error-free service request to completion date in service order system for New, Move and Change orders) / Total New, Move and Change orders Completed in the Reporting Period</p> <p><b>Benchmark:</b> (Total New, Move and Change Orders Completed Within the Standard interval of Receipt of Valid, Error-free Service Request) / (Total New, Move and Change Orders Completed in the Reporting Period) x 100</p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and ILEC Affiliates
<b>Reported By:</b>	By service group type and field work/no field work where applicable.
<b>Geographic Level:</b>	Region

<p><b>Measurable Standard:</b></p>	<p><b>Parity for Resale:</b></p> <p><b>Resale:</b></p> <ul style="list-style-type: none"> <li>● Residential POTS</li> <li>● Business POTS</li> <li>● Specials</li> </ul> <p><b>Parity for UNEs measured for the following UNEs, except as noted:</b></p> <ul style="list-style-type: none"> <li>● 2/4w (8db and 5.5 db) analog loop without LNP</li> <li>● 2/4w (8db and 5.5db) analog loop with LNP</li> <li>● VG EELs</li> <li>● 2w digital loop(ISDN capable)</li> <li>● 2w digital loop(xDSL capable)</li> <li>● 2w digital loop(IDSL capable)</li> <li>● UNE loop -DS1/DS1 EELs</li> <li>● Dedicated Transport – DS1</li> <li>● Interconnection Trunks</li> </ul> <p><b>Retail:</b></p> <ul style="list-style-type: none"> <li>● Residential POTS</li> <li>● Business POTS</li> <li>● Specials</li> </ul> <ul style="list-style-type: none"> <li>● POTS - Business (fielded)</li> <li>● Benchmark: 95% within the standard interval</li> <li>● POTS – Business (fielded)</li> <li>● ISDN(BRI)</li> <li>●</li> <li>● Benchmark: 95% within the standard interval</li> <li>● ISDN(BRI)</li> <li>● DS1 services</li> <li>● DS1 services</li> <li>● ILEC Dedicated Trunks</li> </ul>
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>● Customer requested due dates other than the interval offered.</li> <li>● Orders delayed for customer reasons.</li> <li>● For UNE loop services, feature-only orders are excluded from retail analog.</li> <li>● Projects.</li> <li>● Record only and AT&amp;T official orders.</li> <li>● Services for which due date is negotiated, i. e., DS3.</li> <li>● Orders where acceptance testing is delayed as a result of CLEC action or inaction.</li> <li>● Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>

<b>Business Rules:</b>	<ul style="list-style-type: none"><li>• The Completion Date is the date on which the service has passed acceptance testing, where applicable. To the extent that AT&amp;T is required to obtain affirmative acceptance of the loop from the CLEC before closing an order, the order will not be deemed to have successfully passed an acceptance test until the CLEC affirmatively accepts the loop.</li><li>• Projects are defined as:<ul style="list-style-type: none"><li>• Resale POTS (including PBX, CENTREX and ISDN-BRI) greater than 20 lines.</li><li>• Resale Specials (PBX-DID, VGPL, DDS, DS1, ISDN-PRI) greater than 6 lines</li><li>• UNE Loops:<ul style="list-style-type: none"><li>• Special Loops (VGPL, DS1 and above) greater than 6 loops</li><li>• Basic, ISDN and xDSL capable loops greater than 20 loops</li></ul></li><li>• Interconnection Trunks greater than 288 trunks</li></ul></li></ul>
<b>Notes:</b>	<ul style="list-style-type: none"><li>• No retail analog exists for IDSL capable loops. The retail comparison will be made with ISDN service which has similar characteristics.</li><li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include orders that do not have a standard interval, projects and orders delayed for customer reasons.)</li></ul>

## OSS OII Performance Measurements Report Requirements

**Provisioning**

**Measure 8**

**Title:** Percent Completed Within Standard Interval (Diagnostic)

<b>Description:</b>	Measures of orders completed within the standard interval of receipt of valid, error-free service request.		
<b>Method of Calculation:</b>	(Total New, Move and Change Orders Completed Within the Standard interval of Receipt of Valid, Error-free Service Request) / (Total New, Move and Change Orders) x100		
<b>Report Period:</b>	Monthly		
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and ILEC Affiliates		
<b>Reported By:</b>	By service group type excluding services with flexible due dates.		
<b>Geographic Level:</b>	Region		
<b>Measurable Standard:</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>Parity for Resale is Retail Resale:</b></p> <ul style="list-style-type: none"> <li>• Specials</li> </ul> <p><b>Parity for UNE measured for the following UNEs, except as noted:</b></p> <ul style="list-style-type: none"> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• 2w digital loop(IDSL capable)</li> <li>• UNE Loop - DS1/DS1EELs</li> <li>• UNE Loop – DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport – DS3</li> <li>• Interconnection Trunks</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Specials</li> <li>• ISDN(BRI)</li> <li>• Benchmark: 95% within the Standard Interval</li> <li>• ISDN (BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul> </td> </tr> </table>	<p><b>Parity for Resale is Retail Resale:</b></p> <ul style="list-style-type: none"> <li>• Specials</li> </ul> <p><b>Parity for UNE measured for the following UNEs, except as noted:</b></p> <ul style="list-style-type: none"> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• 2w digital loop(IDSL capable)</li> <li>• UNE Loop - DS1/DS1EELs</li> <li>• UNE Loop – DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport – DS3</li> <li>• Interconnection Trunks</li> </ul>	<p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Specials</li> <li>• ISDN(BRI)</li> <li>• Benchmark: 95% within the Standard Interval</li> <li>• ISDN (BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul>
<p><b>Parity for Resale is Retail Resale:</b></p> <ul style="list-style-type: none"> <li>• Specials</li> </ul> <p><b>Parity for UNE measured for the following UNEs, except as noted:</b></p> <ul style="list-style-type: none"> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• 2w digital loop(IDSL capable)</li> <li>• UNE Loop - DS1/DS1EELs</li> <li>• UNE Loop – DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport – DS3</li> <li>• Interconnection Trunks</li> </ul>	<p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Specials</li> <li>• ISDN(BRI)</li> <li>• Benchmark: 95% within the Standard Interval</li> <li>• ISDN (BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul>		





<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• Customer requested due dates other than the interval offered.</li> <li>• Orders delayed for customer reasons.</li> <li>• For UNE loop services, feature-only orders are excluded from retail analog.</li> <li>• Projects.</li> <li>• Record only and ILEC official orders.</li> <li>• Services for which due date is negotiated</li> <li>• Orders where acceptance testing is delayed as a result of CLEC action or inaction.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• The Completion Date is the date on which the service has passed acceptance testing, where applicable. To the extent that Pacific is required to obtain affirmative acceptance of the loop from the CLEC before closing an order, the order will not be deemed to have successfully passed an acceptance test until the CLEC affirmatively accepts the loop. Projects are defined as:  <ul style="list-style-type: none"> <li>Resale POTS (including PBX, CENTREX and ISDN-BRI) greater than 20 lines.</li> <li>Resale Specials (PBX-DID, VGPL, DDS, DS1, DS3, ISDN-PRI) greater than 6 lines</li> <li>UNE Loops:  <ul style="list-style-type: none"> <li>Special Loops (VGPL, DS1 and above) greater than 6 loops</li> <li>Basic, xDSL and ISDN Loops greater than 20 loops</li> <li>Interconnection Trunks greater than 288 trunks</li> </ul> </li> </ul> </li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• No retail analog exists for IDSL capable loops. The retail comparison will be made with ISDN service which has similar characteristics.</li> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include orders that do not have a standard interval, projects and orders delayed for customer reasons.)</li> </ul>

## **OSS OII Performance Measurements Report Requirements**

**Provisioning**

**Measure 8A**

**Title:** Percent Completed within the Customer Requested Due Date (Diagnostic)

<i>Measure Description</i>	
<b>Description:</b>	Measures orders completed within the customer requested due date when that date is greater than or equal to the offered interval.
<b>Method of Calculation:</b>	(Number of orders installed within the requested interval / Total number of orders not subject to exclusions) x100
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and ILEC Affiliates
<b>Reported By:</b>	By service group type
<b>Geographic Level:</b>	Statewide

<p><b>Measurable Standard:</b></p>	<p><b>Parity for Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Benchmark: 95% on time for UNEs measured for the following UNEs:</b></p> <ul style="list-style-type: none"> <li>• 2w (8db and 5.5db) analog loop (incl. Coin/analog PBX)/VG EELs</li> <li>• 2w digital loop (ISDN capable)</li> <li>• 2w digital loop (xDSL capable)</li> <li>• 2w digital loop (IDSL capable)</li> <li>• UNE loop - DS1/DS1 EELs</li> <li>• UNE loop - DS3/DS 3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul> <p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul>
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> <li>• Customer caused misses.</li> <li>• All orders except N, T and C orders.</li> <li>• Weekends and all holidays.</li> <li>•</li> </ul>
<p><b>Business Rules:</b></p>	
<p><b>Notes:</b></p>	<ul style="list-style-type: none"> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include orders delayed for customer reasons.)</li> <li>• This measure will not be subject to Incentives payments.</li> </ul>

## ***OSS OII Performance Measurements Report Requirements***

**Provisioning**

**Measure 9**

**Title:** Coordinated Customer Conversion as a Percentage On-Time

<b>Description:</b>	Measures the percentage of coordinated cutovers (TBCC/CHC) completed by Committed time* where CLEC has requested coordination (including LNP).  * Note: "Committed time" means within one hour of committed order due time
<b>Method of Calculation:</b>	$((\text{Number of coordinated cutovers completed by committed time}) / (\text{Count of coordinated cutovers scheduled in reporting period})) \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), by ILEC Affiliates
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• LNP coordinated conversions and all other coordinated conversions</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Benchmark:</b> <ul style="list-style-type: none"> <li>• <b>Coordinated Conversions (Excluding LNP only)</b> Standard - 95% on time</li> <li>• <b>LNP Conversions</b> Standard - 98% on time</li> </ul>
<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• CLEC caused misses</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>
<b>Business Rules:</b>	
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• "Cutovers" include initial and subsequent attempts to complete a cutover.</li> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CLEC/customer caused misses.)</li> </ul>

## ***OSS OII Performance Measurements Report Requirements***

### **Provisioning**

### **Measure 9A**

**Title:** Frame Due Time Conversions as a Percentage On-Time

<b>Description:</b>	Measures the percentage of Frame Due Time cutovers completed by Committed time* for all orders where CLEC has requested FDT.  * Note: "Committed time" means within 1 hour of confirmed frame due time (example: order with 4pm due time will be completed by 5pm).
<b>Method of Calculation:</b>	(Number of frame due time cutovers completed by Committed time) / (Count of frame due time cutovers scheduled in reporting period)x 100
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), by ILEC Affiliates
<b>Reported By:</b>	Basic loops, Standalone LNP, and DSL capable loops
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Benchmark:</b></p> <ul style="list-style-type: none"> <li>● Standard – 95% w/in conversion interval</li> </ul> <p><b>Conversion intervals:</b></p> <ul style="list-style-type: none"> <li>● 1-19 basic loops up w/in 1 hour</li> <li>● 1 - 99 telephone numbers on standalone LNP – w/in 1 hour</li> <li>● DSL capable loops             <ul style="list-style-type: none"> <li>● 1-2 loops – w/in 1 hour</li> <li>● 3-5 loops – w/in 2 hours</li> <li>● 6 – 19 loops – w/in 5 hours</li> </ul> </li> </ul>
<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>● CLEC caused misses</li> <li>● FDT conversions where the CLEC has requested an early start on the conversion not associated with a supplemental service order.</li> <li>● Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> <li>● Conversions over 19 lines or 99 TNs (LNP only).</li> </ul>

<b><i>Business Rules:</i></b>	Applies to CLEC requested FDT orders only
<b><i>Notes:</i></b>	<ul style="list-style-type: none"><li>• “Cutovers” include initial and subsequent attempts to complete a cutover.</li><li>• Excluded data will be made available upon request through the raw data/excluded data process. Excluded data include CLEC/customer caused misses and service requests &gt; 19 basic loops or over 99 TNs (LNP).</li></ul>

## *OSS OII Performance Measurements Report Requirements*

**Provisioning**

**Measure 11**

**Title:** Percent of Due Dates Missed

<b>Description:</b>	Measures the percent of new, move and change orders where installation was not completed by the due date.
<b>Method of Calculation:</b>	$[(\text{Total Number of Missed Due Dates Due to ILEC Reasons for New, Move and Change Orders} / \text{Total Number of New, Move and Change Orders})] \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates
<b>Reported By:</b>	By service group type and Field Work/No Field Work as appropriate
<b>Geographic Level:</b>	Region



<p><b>Measurable Standard:</b></p>	<p><b>Parity for Resale:</b></p> <p><b>Resale:</b> Residential POTS Business POTS Specials</p> <p><b>Retail:</b> Residential POTS Business POTS Specials</p> <p><b>Parity for UNE measured for the following UNEs, except as noted:</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5 db) analog loop</li> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(DSL capable )</li> <li>• 2w digital loop(IDSL capable)</li> <li>• UNE loop - DS1/DS1 EELs</li> <li>• UNE loop – DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul> <ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• ISDN(BRI)</li> <li>• Benchmark : 5%</li> <li>• ISDN(BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul>
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• Customer caused misses are excluded from the numerator.</li> <li>• For UNE loop services, feature only orders are excluded from the retail analog.</li> <li>• Record only and ILEC official orders</li> <li>• Orders where acceptance testing is delayed as a result of CLEC action or inaction.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>
<p><b>Business Rules:</b></p>	<ul style="list-style-type: none"> <li>• Due date is defined as either original due date or final due date if the original due date was missed due to customer reasons.</li> <li>• The Completion Date is the date on which the service has passed acceptance testing, where applicable. To the extent that Pacific is required to obtain affirmative acceptance of the loop from the CLEC before closing an order, the order will not be deemed to have successfully passed an acceptance test until the CLEC affirmatively accepts the loop.</li> </ul>

<b>Notes:</b>	<ul style="list-style-type: none"> <li>• AT&amp;T California will provide disaggregation by Missed Appointment reason codes as diagnostic data upon raw data request.</li> <li>• No retail analog exists for IDSL capable loops. The retail comparison will be made with ISDN service which has similar characteristics.</li> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CLEC/customer caused misses )</li> <li>• Field work and no field work designations will be included in the raw data.</li> </ul>
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## ***OSS OII Performance Measurements Report Requirements***

### **Provisioning**

### **Measure 11A**

**Title:** Loop Acceptance Testing (LAT) Not Completed On Time (Diagnostic)

<b>Description:</b>	<b>Reported Description</b>
<b>Description:</b>	Measures the percent Loop Acceptance Tests not completed on or before due date due to ILEC reasons.
<b>Method of Calculation:</b>	(Count of orders for which the loop acceptance test is not accomplished by the due date / Total number of loop acceptance tests requested.) x 100
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	CLEC, all CLECs and ILEC Affiliate
<b>Reported By:</b>	DSL Capable Loops
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Diagnostic</b>
<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• Orders where LAT not requested</li> <li>• CLEC or customer caused misses</li> </ul>

<b><i>Business Rules:</i></b>	<ul style="list-style-type: none"><li>• Loop Acceptance Test is where an ILEC Technician (Frame/Field as appropriate) is requested via an LSR to complete a Loop Acceptance Test.</li><li>• Loop Acceptance Test is completed on or before due date.</li><li>• The ILEC Technician will contact the CLEC.</li><li>• The Tech will complete a series of tests with the CLEC to ensure a good loop is delivered (i.e., connectivity, meets xDSL parameters).</li></ul>
<b><i>Notes:</i></b>	

## *OSS OII Performance Measurements*

### *Report Requirements*

**Provisioning**

**Measure 12**

**Title:** Percent of Due Dates Missed Due to Lack of Facilities (Diagnostic)

<i>Item</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percent of new, move and change orders missed due to lack of facilities.  Note: Results also included in Measure "Percent Missed Due Dates"
<b>Method of Calculation:</b>	$(\text{Total New, Move and Change Orders Missed Due Dates Due to Lack of Facilities}) / (\text{Total Number of New, Move and Change Orders}) \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates
<b>Reported By:</b>	By service group type and Field Work/No Field Work as appropriate
<b>Geographic Level:</b>	Region

<p><b>Measurable Standard:</b></p>	<p><b>Parity for Resale is Retail Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Parity measured for the following UNEs, except as noted:</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5 db) analog loop/VG EELs</li> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• 2w digital loop(IDSL capable)</li> <li>• UNE Loop DS1/DS1 EELs</li> <li>• UNE Loop DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul> <p><b>Retail Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• ISDN(BRI)</li> <li>• Benchmark: 5%</li> <li>• ISDN (BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1</li> <li>• DS3</li> <li>• ILEC Dedicated Trunks</li> </ul>
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• For UNE loop services, feature-only orders are excluded from retail analog.</li> <li>• Record and ILEC official orders</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>
<p><b>Business Rules:</b></p>	<ul style="list-style-type: none"> <li>• Due date is defined as either original due date or final due date if the original due date was missed due to customer reasons.</li> </ul>
<p><b>Notes:</b></p>	<ul style="list-style-type: none"> <li>• No retail analog exists for IDSL capable loops. The retail comparison will be made with ISDN capable loops which have similar characteristics.</li> <li>• Field work and no field work designations will be included in the raw data.</li> </ul>

## ***OSS OII Performance Measurements Report Requirements***

**Provisioning**

**Measure 13**

***Title:*** Delay Order Interval to Completion Date (For Lack of Facilities) (Diagnostic)

<b><i>Description:</i></b>	Measures the average calendar days from due date to completion date on company missed orders due to lack of ILEC facilities.
<b><i>Method of Calculation:</i></b>	Sum (Completion Date - Committed Order Due Date (for orders missed due to lack of ILEC facilities)) / (Number of Orders Missed due to Lack of ILEC Facilities in the Reporting Period)
<b><i>Report Period:</i></b>	Monthly
<b><i>Report Structure:</i></b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates
<b><i>Reported By:</i></b>	<ul style="list-style-type: none"> <li>• By service group type</li> <li>• Average Days Delayed</li> <li>• Disaggregated by 1-30 days, 31-90 days and &gt;90 days</li> </ul>
<b><i>Geographic Level:</i></b>	Statewide

<p><b>Measurable Standard:</b></p>	<p><b>Parity for Resale is Retail</b></p> <p><b>Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Parity measured for the following UNEs, except as noted:</b></p> <table border="0"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5 db) analog loop/VG EELs</li> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• 2w digital loop (IDSL capable)</li> <li>• UNE loop - DS1/DS1 EELs</li> <li>• UNE loop – DS3/DS1 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• ISDN(BRI)</li> <li>• Benchmark: average 14 calendar days</li> <li>• ISDN(BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5 db) analog loop/VG EELs</li> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• 2w digital loop (IDSL capable)</li> <li>• UNE loop - DS1/DS1 EELs</li> <li>• UNE loop – DS3/DS1 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• ISDN(BRI)</li> <li>• Benchmark: average 14 calendar days</li> <li>• ISDN(BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul>
<ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5 db) analog loop/VG EELs</li> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• 2w digital loop (IDSL capable)</li> <li>• UNE loop - DS1/DS1 EELs</li> <li>• UNE loop – DS3/DS1 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• ISDN(BRI)</li> <li>• Benchmark: average 14 calendar days</li> <li>• ISDN(BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul>		
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• For UNE loop services, feature-only orders are excluded from retail analog.</li> <li>• Record and ILEC official orders</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>		
<p><b>Business Rules:</b></p>	<ul style="list-style-type: none"> <li>• Reported as overall delay order interval to completion.</li> </ul>		
<p><b>Notes:</b></p>	<ul style="list-style-type: none"> <li>• No retail analog exists for IDSL capable loops. The retail comparison will be made with ISDN service, which has similar characteristics.</li> <li>• AT&amp;T California will provide disaggregation by Missed Appointment reason codes as diagnostic data upon raw data request.</li> </ul>		

## ***OSS OII Performance Measurements Report Requirements***

**Provisioning**

**Measure 14**

**Title:** Held Order Interval

<b>Description:</b>	Measures the time period that service orders are not completed by the original due dates for all ILEC reasons (including lack of facilities).
<b>Method of Calculation:</b>	Sum (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past the Committed Due Date)  <i>Note: For all orders pending and past the committed due date.</i>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), by ILEC Affiliates
<b>Reported By:</b>	By service group type
<b>Geographic Level:</b>	Statewide



<p><b>Measurable Standard:</b></p>	<p><b>Parity for Resale is Retail</b></p> <p><b>Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Parity for UNE measured for the following UNEs, except as noted:</b></p> <table border="0"> <tr> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5 db) analog loop/VG EELs</li> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• 2w digital loop (IDSL capable)</li> <li>• UNE loop DS1/DS1 EELs</li> <li>• UNE loop DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport – DS3</li> <li>• Interconnection Trunks</li> </ul> </td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• ISDN(BRI)</li> <li>• Benchmark: average of 14 calendar days</li> <li>• ISDN(BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5 db) analog loop/VG EELs</li> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• 2w digital loop (IDSL capable)</li> <li>• UNE loop DS1/DS1 EELs</li> <li>• UNE loop DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport – DS3</li> <li>• Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• ISDN(BRI)</li> <li>• Benchmark: average of 14 calendar days</li> <li>• ISDN(BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul>
<ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5 db) analog loop/VG EELs</li> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• 2w digital loop (IDSL capable)</li> <li>• UNE loop DS1/DS1 EELs</li> <li>• UNE loop DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport – DS3</li> <li>• Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• POTS - Business (fielded)</li> <li>• ISDN(BRI)</li> <li>• Benchmark: average of 14 calendar days</li> <li>• ISDN(BRI)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul>		
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• Customer caused misses.</li> <li>• For UNE loop services, feature-only orders are excluded from retail analog.</li> <li>• Orders where acceptance testing is delayed as a result of CLEC action or inaction shall be excluded.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>		
<p><b>Business Rules:</b></p>	<ul style="list-style-type: none"> <li>• The Completion Date is the date on which the service has passed acceptance testing, where applicable. To the extent that AT&amp;T California is required to obtain affirmative acceptance of the loop from the CLEC before closing an order, the order will not be deemed to have successfully passed an acceptance test until the CLEC affirmatively accepts the loop.</li> </ul>		
<p><b>Notes:</b></p>	<ul style="list-style-type: none"> <li>• ILEC will provide disaggregation by Missed Appointment reason codes as diagnostic data upon raw data request.</li> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CLEC/customer caused misses )</li> </ul>		

## **OSS OII Performance Measurements Report Requirements**

### **Provisioning**

### **Measure 15**

**Title:** Provisioning Trouble Reports

<b>Description:</b>	Measures the percent of troubles that are reported (via customer or indirectly by CLEC) that occur during the provisioning process.
<b>Method of Calculation:</b>	(Number of provisioning trouble reports that occur from the time of service order creation, up to and including the date of service order completion)/ (Total Number of service orders in reporting period) x 100
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), by ILEC Affiliates
<b>Reported By:</b>	By Service Group Type
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Parity for Resale:</b></p> <ul style="list-style-type: none"> <li>• Resale</li> <li>• Retail services</li> </ul> <p><b>Benchmark:</b></p> <ul style="list-style-type: none"> <li>• UNE Loop(incl. DS1 and DS3) <ul style="list-style-type: none"> <li>• Standard – 1.5% or less</li> </ul> </li> <li>• LNP - Port Out <ul style="list-style-type: none"> <li>• Standard - 1% or less</li> </ul> </li> <li>• XDSL UNE Loop <ul style="list-style-type: none"> <li>• Standard – 2% or less</li> </ul> </li> </ul>

<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• Troubles associated with inside wire.</li> <li>• For UNE loops, feature only orders are excluded from retail analog.</li> <li>• CPE and IEC/CLEC caused troubles.</li> <li>• Subsequent reports.</li> <li>• Message Reports (circuit reports for which ILEC has no records).</li> <li>• ILEC employee generated reports.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• For purposes of this measure, all troubles reported during the tracking interval of the service order will be considered provisioning troubles (subject to exclusions described in this measure). Tracking intervals, by service group type, are described below:             <ul style="list-style-type: none"> <li>• RESALE                 <ul style="list-style-type: none"> <li>• Resale POTS -- 3 days</li> <li>• Resale Specials                     <ul style="list-style-type: none"> <li>• ISDN BRI (no repeater ) -6 days,</li> <li>• ISDN BRI (repeater) - 11 days</li> <li>• Centrex - 4 days</li> <li>• PBX - 13 days</li> <li>• DDS - 11 days</li> <li>• DS1, DS3 - 8 days</li> <li>• VGPL/DS0 - 11 days</li> </ul> </li> </ul> </li> <li>• UNE LOOP                 <ul style="list-style-type: none"> <li>• Basic loop - 3 days</li> <li>• ISDN capable (no repeater - 6 days,</li> <li>• ISDN (repeater) - 11 days</li> <li>• DS1, DS3 - 8 days</li> </ul> </li> <li>• DSL LOOP                 <ul style="list-style-type: none"> <li>• Non-conditioned - 6 days, Conditioned - 11 days</li> <li>• LNP - 4 days or in accordance with future FCC order</li> </ul> </li> </ul> </li> <li>• The tracking interval of a service order will be the as defined number of days up to and including the due date, where the interval between the service order creation date and the due date are equal to or greater than the tracking interval. If the interval between the service order creation date and the due date is shorter than the tracking interval, the total order interval will be used as the tracking interval, providing the CLEC does not subsequently request the interval to be extended beyond tracking interval.</li> <li>• If the order is not completed on the last committed due date due to an ILEC miss, the days the order is delayed will also become part of the tracking interval.</li> <li>• If the interval between service order creation and the due date is longer than the tracking interval, then for the interval outside the tracking interval, only troubles with disposition codes associated with central office wiring activities and software translations will be considered to be provisioning troubles.</li> <li>• Includes LNP Disconnect Orders</li> </ul>

<i>Notes:</i>	<ul style="list-style-type: none"><li>• AT&amp;T California will provide disaggregation by Maintenance Disposition codes for POTS services and Trouble and Analysis Codes for Special services as diagnostic data upon raw data request.</li><li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CPE and IEC/CLEC trouble reports, and cancelled trouble tickets.)</li></ul>
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## ***OSS OII Performance Measurements Report Requirements***

**Provisioning**

**Measure 15A**

**Title:** Average Time to Restore Provisioning Troubles (Diagnostic)

<b>Description:</b>	Measures the average duration of the provisioning troubles from the receipt of the customer trouble reported (via customer or indirectly by CLEC) to the time the trouble is cleared.
<b>Method of Calculation:</b>	<p><b>Method of Calculation (all products except xDSL Capable Loops and LNP):</b>          (Total duration of provisioning trouble measured from the time the trouble was initiated or called in to the ILEC until cleared.) / (Total Number of Provisioning Trouble Reports)</p> <p><b>Method of Calculation - xDSL Capable Loops and LNP:</b>          (Total number of provisioning troubles where the trouble duration (measured from the time the trouble was initiated or called in to the ILEC until cleared) is less than or equal to the established interval.) / (Total Number of Provisioning Trouble Reports cleared) x 100</p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), by ILEC Affiliates
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• By Service Group Type</li> <li>• By Affecting Service and Out of Service</li> </ul>
<b>Geographic Level:</b>	Statewide

<p><b>Measurable Standard:</b></p>	<p><b>Parity:</b></p> <ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE Loop (incl.DS1, DS3 and OC level)</li> </ul> <p><b>Benchmark:</b></p> <p>LNP - Port Out</p> <ul style="list-style-type: none"> <li>• Standard – 98% w/in 24 hours</li> </ul> <p>XDSL Capable Loop</p> <ul style="list-style-type: none"> <li>• Standard – 90% w/in 24 hours</li> </ul> <p><b>Retail services</b></p> <p>Retail services (outside plant disposition codes and Central Office wiring disposition codes)</p>
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• CPE and IEC/CLEC caused troubles</li> <li>• Subsequent reports</li> <li>• Message Reports (circuit reports for which ILEC has no records)</li> <li>• ILEC employee generated reports</li> <li>• Troubles associated with inside wire.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>
<p><b>Business Rules:</b></p>	<ul style="list-style-type: none"> <li>• For purposes of this measure, all troubles reported during the tracking interval of the service order will be considered provisioning troubles (subject to exclusions described in this measure).</li> <li>• The tracking interval of a service order will be the number of days, as defined in PM 15, up to and including the due date, where the interval between the service order creation date and the due date are equal to or greater than the tracking interval. If the interval between the service order creation date and the due date is shorter than the tracking interval, the total order interval will be used as the tracking interval, providing the CLEC does not subsequently request the interval to be extended.</li> <li>• If the order is not completed on the last committed due date due to an ILEC miss, the days the order is delayed will also become part of the tracking interval.</li> <li>• If the interval between service order creation and the due date is longer than the tracking interval, then for the interval outside the tracking interval, only troubles with disposition codes associated with central office wiring activities and software translations will be considered to be provisioning troubles.</li> </ul>

<i>Notes:</i>	<ul style="list-style-type: none"><li>• AT&amp;T California will provide disaggregation by Maintenance Disposition codes for POTS services and Trouble and Analysis Codes for Special services as diagnostic data upon raw data request.</li><li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CPE and IEC/CLEC trouble reports, cancelled trouble tickets, CLEC/customer caused delays and troubles associated with inside wire.)</li></ul>
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## OSS OII Performance Measurements Report Requirements

### Provisioning

### Measure 16

**Title:** Percentage Troubles in 30 Days for Special Services Orders

<b>Description:</b>	Measures the percent of network customer trouble reports received within 30 calendar days of service order completion.				
<b>Method of Calculation:</b>	<p>(Total Number of N, T, and C (new, move and change) service orders with Customer Trouble reports within the 30 day tracking interval* / Total Number of N, T and C service orders) x 100</p> <p>* The period of 30 calendar days following the completion of a special service order will be called the 30 day tracking interval</p>				
<b>Report Period:</b>	Monthly				
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates				
<b>Reported By:</b>	By service group type				
<b>Geographic Level:</b>	Region				
<b>Measurable Standard:</b>	<p><b>Parity for Resale:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>Resale:</b></p> <ul style="list-style-type: none"> <li>● Resale Specials</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p><b>Retail:</b></p> <ul style="list-style-type: none"> <li>● Retail Specials</li> </ul> </td> </tr> </table> <p><b>Benchmarks for UNEs as noted below:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> <li>● UNE loop - DS1/DS1 EELs</li> <li>● UNE loop - DS3/DS3 EELs</li> <li>● Dedicated Transport - DS1</li> <li>● Dedicated Transport - DS3</li> <li>● Interconnection Trunks</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> <li>● 8%</li> <li>● 5%</li> <li>● 5%</li> <li>● 5%</li> <li>● 3%</li> </ul> </td> </tr> </table>	<p><b>Resale:</b></p> <ul style="list-style-type: none"> <li>● Resale Specials</li> </ul>	<p><b>Retail:</b></p> <ul style="list-style-type: none"> <li>● Retail Specials</li> </ul>	<ul style="list-style-type: none"> <li>● UNE loop - DS1/DS1 EELs</li> <li>● UNE loop - DS3/DS3 EELs</li> <li>● Dedicated Transport - DS1</li> <li>● Dedicated Transport - DS3</li> <li>● Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>● 8%</li> <li>● 5%</li> <li>● 5%</li> <li>● 5%</li> <li>● 3%</li> </ul>
<p><b>Resale:</b></p> <ul style="list-style-type: none"> <li>● Resale Specials</li> </ul>	<p><b>Retail:</b></p> <ul style="list-style-type: none"> <li>● Retail Specials</li> </ul>				
<ul style="list-style-type: none"> <li>● UNE loop - DS1/DS1 EELs</li> <li>● UNE loop - DS3/DS3 EELs</li> <li>● Dedicated Transport - DS1</li> <li>● Dedicated Transport - DS3</li> <li>● Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>● 8%</li> <li>● 5%</li> <li>● 5%</li> <li>● 5%</li> <li>● 3%</li> </ul>				



<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• CPE and IEC/CLEC caused troubles.</li> <li>• Troubles associated with inside wire.</li> <li>• Subsequent reports.</li> <li>• Message Reports (circuit reports for which ILEC has no records).</li> <li>• ILEC employee generated reports.</li> <li>• Cancelled tickets.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> <li>• Trouble Reports Received on the Due Date for orders other than new installations.</li> </ul>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Tracking interval for resale specials, HICAP UNE loops and EELs, dedicated transport and Interconnection trunks is 30 days from the completion of the service order.</li> <li>• Only the first trouble reported within the 30 day tracking interval following service order completion will be included in this measure. Repeat trouble reports that occur during the “tracking interval” will be included in the data for PM 23 (Frequency of Repeated Reports in 30 Day Period).</li> <li>• The Completion Date is the date on which the service has passed acceptance testing, where applicable. To the extent that Pacific is required to obtain affirmative acceptance of the loop from the CLEC before closing an order, the order will not be deemed to have successfully passed an acceptance test until the CLEC affirmatively accepts the loop.</li> <li>• Trouble tickets taken on the due date (after service order completion) for new installations will be included in this measure.</li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• AT&amp;T California will provide disaggregation by Trouble and Analysis codes as diagnostic data upon raw data request.</li> <li>• Field work and no field work designations will be included in the raw data.</li> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CPE and IEC/CLEC trouble reports, cancelled trouble tickets and troubles associated with inside wire.).</li> </ul>

## **OSS OII Performance Measurements Report Requirements**

**Provisioning**

**Measure 17**

**Title:** Percentage Trouble in 10 Days for Non-Special Orders

<i>Performance Indicator</i>	
<b>Description:</b>	Measures the percent of network customer trouble reports received within 10 calendar days of service order completion.
<b>Method of Calculation:</b>	(Total Number of relevant service orders with Customer Trouble reports within the 10 day tracking interval* / Total Number of relevant service orders (new, move and change) x 100  * The period of 10 calendar days following the completion of a non-special service order will be called the 10 day tracking interval
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates
<b>Reported By:</b>	By service group type (including LNP) and Field Work/No Field Work as appropriate
<b>Geographic Level:</b>	Statewide

<p><b>Measurable Standard:</b></p>	<p><b>Parity for Resale is Retail (non-special services only)</b>  <b>Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> </ul> <p><b>Benchmarks for UNE measured for the following UNEs:</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5 db) loop/VG EELs</li> <li>• 2w digital loop(ISDN capable)</li> <li>• 2w digital loop(xDSL capable)</li> <li>• LNP (Port Out)</li> <li>•</li> </ul>	<p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> </ul> <ul style="list-style-type: none"> <li>• 8%</li> <li>• 8%</li> <li>• 8%</li> <li>• No more than 1% troubles.</li> <li>•</li> </ul>
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• CPE and IEC/CLEC caused troubles</li> <li>• Tickets cancelled by customer/CLEC or where ticket has been opened on the wrong TN or circuit ID.</li> <li>• Subsequent reports</li> <li>• ILEC employee generated reports and message reports</li> <li>• Troubles associated with inside wiring.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>	
<p><b>Business Rules:</b></p>	<ul style="list-style-type: none"> <li>• Tracking interval for POTS and POTS-like resale, basic, ISDN and DSL loops and EELs is 10 days from the completion of the service order.</li> <li>• Measure includes troubles reports received on the due date for new installations.</li> <li>• The Completion Date is the date on which the service has passed acceptance testing, where applicable. To the extent that SBC is required to obtain affirmative acceptance of the loop from the CLEC before closing an order, the order will not be deemed to have successfully passed an acceptance test until the CLEC affirmatively accepts the loop.</li> <li>• Only the first trouble reported within the 10 day tracking interval following service order completion will be included in this measure. Repeat trouble reports that occur during the "tracking interval" will be included in the data for PM 23 (Frequency of Repeated Reports in 30 Day Period).</li> </ul>	
<p><b>Notes:</b></p>	<ul style="list-style-type: none"> <li>• ILEC will provide disaggregation by Maintenance Disposition codes as diagnostic data upon raw data request.</li> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CPE and IEC/CLEC trouble reports, cancelled trouble tickets and troubles associated with inside wire.)</li> <li>• Field work and no field work designations will be included in the raw data.</li> </ul>	



## **OSS OII Performance Measurements Report Requirements**

**Provisioning**

**Measure 18/18A**

**Title:** Completion Notice/Line Loss Notice Interval

<i><b>Description:</b></i>	<i><b>Measurable Standard:</b></i>
<i><b>Description:</b></i>	Measures the percent of electronic completion notices (CNs) and Line Loss notices (LLNs) returned within the time specified in the measurable standard.
<i><b>Method of Calculation:</b></i>	<b>Fully Electronic:</b> (Number of Completion Notices Returned within "X" Interval) / (Number of Orders Completed where the Completion Notice is Returned Using Electronic Process) x 100
<i><b>Report Period:</b></i>	Monthly
<i><b>Report Structure:</b></i>	Individual CLEC, CLECs in the aggregate, and by ILEC Affiliates
<i><b>Reported By:</b></i>	Mechanized interfaces and notice type
<i><b>Geographic Level:</b></i>	Statewide
<i><b>Measurable Standard:</b></i>	<b>Benchmark:</b> <b>Completion Notices:</b> <ul style="list-style-type: none"> <li>• Standard -95% within 1 hour</li> </ul> <b>Line Loss Notices:</b> <ul style="list-style-type: none"> <li>• Standard- 95% within 1day</li> </ul>
<i><b>Exclusions:</b></i>	<ul style="list-style-type: none"> <li>• CLEC caused misses and delays.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>

<b>Business Rules:</b>	<ul style="list-style-type: none"><li>• For Completion Notices, time interval is based on system availability hours.</li><li>• For Line Loss Notices, days are calculated by subtracting the date the line loss notification was made available via XML, EDI and LEX interfaces to the CLEC from the work completion date. The date that the last service order associated with the LSR is completed in the service order system is the work completion date. The calculation is based on full business days.</li><li>• Where CLEC accesses AT&amp;T's systems using a Service Bureau Provider, the measurement of AT&amp;T's performance shall not include Service Bureau Provider processing, availability or response time.</li></ul>
<b>Notes:</b>	<ul style="list-style-type: none"><li>• Completion Notices on disconnect orders are only for CLEC disconnect orders (not on AT&amp;T retail disconnect orders, except for LNP disconnect orders).</li><li>• Excluded data will be made available upon request through the raw data/excluded data process. (Exclude CLEC-misses and delays).</li></ul>

## ***OSS OII Performance Measurements Report Requirements***

**Maintenance**

**Measure 19**

**Title:** Customer Trouble Report Rate

<b>Description:</b>	Measures the total number of network customer trouble reports received within a calendar month per 100 local exchange lines/interconnection or interoffice trunks/circuits/UNEs.
<b>Method of Calculation:</b>	$(\text{Total Number of Customer initial and repeat network trouble reports} / \text{Number of local exchange lines/interconnection or interoffice trunks/circuits/UNEs in service at the end of the prior reporting period}) \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates
<b>Report By:</b>	By service group type
<b>Geographic Level:</b>	Statewide

<p><b>Measurable Standard:</b></p>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 50%;"><b>Parity for Resale is Retail</b></th> <th style="text-align: left; width: 50%;"><b>Retail</b></th> </tr> </thead> <tbody> <tr> <td>• Residential POTS</td> <td>• Residential POTS</td> </tr> <tr> <td>• Business POTS</td> <td>• Business POTS</td> </tr> <tr> <td>• Specials</td> <td>• Specials</td> </tr> <tr> <td colspan="2"><b>Benchmarks for UNEs measured for the following UNEs:</b></td> </tr> <tr> <td>• 2/4w (8db and 5.5db) analog loop/VG EELs</td> <td>• 1.5%</td> </tr> <tr> <td>• 2w digital loop (ISDN)</td> <td>• 2%</td> </tr> <tr> <td>• 2w digital loop (xDSL)</td> <td>• 2%</td> </tr> <tr> <td>• UNE loop - DS1/DS1 EELs</td> <td>• 5%</td> </tr> <tr> <td>• UNE loop - DS3/DS3 EELs</td> <td>• 2.5%</td> </tr> <tr> <td>• Dedicated Transport - DS1</td> <td>• 2.5%</td> </tr> <tr> <td>• Dedicated Transport - DS3</td> <td>• 2.5%</td> </tr> <tr> <td>• Interconnection Trunks</td> <td>• 2.5%</td> </tr> </tbody> </table>	<b>Parity for Resale is Retail</b>	<b>Retail</b>	• Residential POTS	• Residential POTS	• Business POTS	• Business POTS	• Specials	• Specials	<b>Benchmarks for UNEs measured for the following UNEs:</b>		• 2/4w (8db and 5.5db) analog loop/VG EELs	• 1.5%	• 2w digital loop (ISDN)	• 2%	• 2w digital loop (xDSL)	• 2%	• UNE loop - DS1/DS1 EELs	• 5%	• UNE loop - DS3/DS3 EELs	• 2.5%	• Dedicated Transport - DS1	• 2.5%	• Dedicated Transport - DS3	• 2.5%	• Interconnection Trunks	• 2.5%
<b>Parity for Resale is Retail</b>	<b>Retail</b>																										
• Residential POTS	• Residential POTS																										
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• 2/4w (8db and 5.5db) analog loop/VG EELs	• 1.5%																										
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• UNE loop - DS1/DS1 EELs	• 5%																										
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• Interconnection Trunks	• 2.5%																										
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• CPE and IEC/CLEC caused troubles</li> <li>• Subsequent reports</li> <li>• Message Reports (circuit reports for which ILEC has no records)</li> <li>• ILEC employee generated reports</li> <li>• Troubles with inside wiring.</li> <li>• Tickets cancelled by customer/CLEC or where ticket has been opened on the wrong TN or circuit ID.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>																										
<p><b>Business Rules:</b></p>	<ul style="list-style-type: none"> <li>• Access line/circuit count taken from previous month</li> <li>• Includes Test okay (TOK) and Found Okay (FOK) reports.</li> </ul>																										
<p><b>Notes:</b></p>	<ul style="list-style-type: none"> <li>• AT&amp;T California will provide disaggregation by Maintenance Disposition codes for POTS services and Trouble and Analysis codes for Special services codes as diagnostic data upon raw data request.</li> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CPE and IEC/CLEC trouble reports, cancelled trouble tickets and troubles associated with inside wire.)</li> </ul>																										



## **OSS OII Performance Measurements Report Requirements**

**Maintenance**

**Measure 20**

**Title:** Percentage of Customer Trouble Not Resolved Within Estimated Time

<b>Description:</b>	Measures the percent of trouble reports not cleared by the commitment time.
<b>Method of Calculation:</b>	(Total network trouble reports not cleared by the commitment time for ILEC reasons / Total network trouble reports completed) x 100
<b>Report Period:</b>	Monthly
<b>Report Structure :</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates
<b>Report By:</b>	<ul style="list-style-type: none"> <li>• By service group type</li> <li>• By dispatch and no dispatch</li> </ul>
<b>Geographic Level:</b>	Statewide

<p><b>Measurable Standard:</b></p>	<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <p><b>Parity for Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Parity for UNEs measured the following UNEs except as noted:</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5db) analog loop</li> <li>• 2w digital loop (ISDN)</li> <li>• 2w digital loop (DSL capable )</li> <li>• UNE loop - DS1/DS1 EELs</li> <li>• UNE loop -DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul> </td> <td style="vertical-align: top; width: 50%;"> <p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <ul style="list-style-type: none"> <li>• POTS - Business (outside plant disposition codes and central office wiring disposition codes)</li> <li>• ISDN(BRI) (outside plant disposition codes and central office wiring disposition codes)</li> <li>• Benchmark: 20%</li> <li>• DS1 (outside plant disposition codes and central office wiring disposition codes)</li> <li>• DS3 (outside plant disposition codes and central office wiring disposition codes)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul> </td> </tr> </table>	<p><b>Parity for Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Parity for UNEs measured the following UNEs except as noted:</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5db) analog loop</li> <li>• 2w digital loop (ISDN)</li> <li>• 2w digital loop (DSL capable )</li> <li>• UNE loop - DS1/DS1 EELs</li> <li>• UNE loop -DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul>	<p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <ul style="list-style-type: none"> <li>• POTS - Business (outside plant disposition codes and central office wiring disposition codes)</li> <li>• ISDN(BRI) (outside plant disposition codes and central office wiring disposition codes)</li> <li>• Benchmark: 20%</li> <li>• DS1 (outside plant disposition codes and central office wiring disposition codes)</li> <li>• DS3 (outside plant disposition codes and central office wiring disposition codes)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul>
<p><b>Parity for Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Parity for UNEs measured the following UNEs except as noted:</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5db) analog loop</li> <li>• 2w digital loop (ISDN)</li> <li>• 2w digital loop (DSL capable )</li> <li>• UNE loop - DS1/DS1 EELs</li> <li>• UNE loop -DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul>	<p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <ul style="list-style-type: none"> <li>• POTS - Business (outside plant disposition codes and central office wiring disposition codes)</li> <li>• ISDN(BRI) (outside plant disposition codes and central office wiring disposition codes)</li> <li>• Benchmark: 20%</li> <li>• DS1 (outside plant disposition codes and central office wiring disposition codes)</li> <li>• DS3 (outside plant disposition codes and central office wiring disposition codes)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated Trunks</li> </ul>		
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• CPE and IEC/CLEC caused troubles. (Disposition codes 12 and 13 for POTS and POTS-like services and Trouble codes CPE, IEC and INF for Special services.)</li> <li>• Subsequent reports</li> <li>• Message Reports (circuit reports which ILEC has no records on)</li> <li>• ILEC employee generated reports</li> <li>• Customer caused misses, including no access</li> <li>• Troubles associated with inside wire.</li> <li>• Tickets cancelled by customer/CLEC or where ticket has been opened on the wrong TN or circuit ID.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> <li>• Test Okay (TOK) and No Trouble Found (NTF) troubles will be excluded from the results for CLECs and AT&amp;T retail. (Disposition codes 7, 8 and 9 for POTS and POTS-like services and Trouble Codes TOK and NTF for Special services.)</li> </ul>		
<p><b>Business Rules</b></p>	<ul style="list-style-type: none"> <li>• Includes a miss those instances where ILEC, for its own reasons, reschedules the committed maintenance appointment time.</li> <li>• Standard commitment for restoral of special service circuits is five hours.</li> </ul>		

<i>Notes:</i>	<ul style="list-style-type: none"><li>• AT&amp;T California will provide disaggregation by Maintenance Disposition codes for POTS services and Trouble and Analysis codes for Special services as diagnostic data upon raw data request.</li><li>• CLECs reserve the right to revisit the exclusion of TOK/NTF troubles if there is a material increase in these types of troubles.</li><li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CPE and IEC/CLEC trouble reports and cancelled trouble tickets.)</li></ul>
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## OSS OII Performance Measurements Report Requirements

**Maintenance**

**Measure 21**

**Title:** Average Time to Restore

<b>Description:</b>	Measures the percent of customer trouble reports cleared within the time specified in the measurable standard.
<b>Method of Calculation:</b>	<p><b><u>All Products except xDSL loops:</u></b> (Total duration of customer network trouble reports)/ Total number of customer network trouble reports)</p> <p><b><u>xDSL Loops:</u></b> (Total number of xDSL loop network trouble reports cleared within time specified in measurable standard) / (Total xDSL loop network trouble reports)x100</p>
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• By service group type</li> <li>• By dispatch and no dispatch for resale services</li> </ul>
<b>Geographic Level:</b>	Statewide

<b>Measurable Standard:</b>	<p><b>Parity for Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Parity for UNE measured for the following UNEs, except as noted:</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8db and 5.5 db) analog loop/VG EELs</li> <li>• 2w digital loop (DSL capable including IDSL and ISDN)</li> <li>• UNE loop - DS1/DS1 EELs</li> <li>• UNE Loop – DS3/DS3 EELs</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> </ul>	<p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <ul style="list-style-type: none"> <li>• POTS - Business (outside plant disposition codes and central office wiring disposition codes)</li> <li>• 85% within 24 hours</li> <li>• DS1 (outside plant disposition codes and central office wiring disposition codes)</li> <li>• DS3 (outside plant disposition codes and central office wiring disposition codes)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated trunks</li> </ul>
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<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• CPE and IEC/CLEC caused troubles. (Disposition codes 12 and 13 for POTS and POTS-like services and Trouble codes CPE, IEC and INF for Special services.)</li> <li>• Subsequent reports</li> <li>• Message Reports (circuit reports which ILEC has no records on)</li> <li>• ILEC employee generated reports</li> <li>• Tickets cancelled by customer/CLEC or where ticket has been opened on the wrong TN or circuit ID.</li> <li>• Trouble tickets associated with inside wire.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> <li>• CLEC delays, including no access.</li> <li>• TOK and NTF troubles will be excluded from the results for CLECs and AT&amp;T retail. (Disposition codes 7, 8 and 9 for POTS and POTS-like services and Trouble Codes TOK and NTF for Special services.)</li> </ul>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Includes in the time interval calculation is any ILEC delay.</li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• AT&amp;T California will provide disaggregation by Maintenance Disposition codes for POTS services and Trouble and Analysis codes for Special services as diagnostic data upon raw data request.</li> <li>• CLECs reserve the right to revisit the exclusion of TOK/NTF troubles if there is a material increase in these types of troubles.</li> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CPE and IEC/CLEC trouble reports, cancelled trouble tickets and troubles associated with inside wire.)</li> </ul>

## **OSS OII Performance Measurements Report Requirements**

**Maintenance**

**Measure 23**

**Title:** Frequency of Repeat Troubles in 30 Day Period

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percent of customer network trouble reports received within 30 calendar days of a previous report.
<b>Method of Calculation:</b>	$(\text{Total customer network trouble reports received within 30 calendar days of a previous customer report} / \text{Total customer network trouble reports}) \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies), and by ILEC Affiliates
<b>Report By:</b>	By service group type
<b>Geographic Level</b>	Statewide

<p><b>Measurable Standard:</b></p>	<p><b>Parity for Resale:</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <p><b>Parity for UNE measured for the following UNEs, except as noted:</b></p> <ul style="list-style-type: none"> <li>• 2/4w (8bd and 5.5db) analog loop/VG EEL</li> <li>• 2w digital loop (ISDN)</li> <li>• 2w digital loop (DSL)</li> <li>• UNE loop - DS1/DS1 EEL</li> <li>• UNE loop – DS3/DS3 EEL</li> <li>• Dedicated Transport – DS1</li> <li>• Dedicated Transport - DS3</li> <li>• Interconnection Trunks</li> <li>•</li> </ul>	<p><b>Retail</b></p> <ul style="list-style-type: none"> <li>• Residential POTS</li> <li>• Business POTS</li> <li>• Specials</li> </ul> <ul style="list-style-type: none"> <li>• POTS - Business (fielded) (outside plant disposition codes and central office wiring disposition codes)</li> <li>• ISDN(BRI) (outside plant disposition codes and central office wiring disposition codes)</li> <li>• Benchmark: 25%</li> <li>• DS1 (outside plant disposition codes and central office wiring disposition codes)</li> <li>• DS3 (outside plant disposition codes and central office wiring disposition codes)</li> <li>• DS1 services</li> <li>• DS3 services</li> <li>• ILEC Dedicated trunks</li> </ul>
<p><b>Exclusions:</b></p>	<ul style="list-style-type: none"> <li>• CPE and IEC/CLEC caused troubles</li> <li>• Troubles associated with inside wiring</li> <li>• Subsequent reports</li> <li>• Message Reports</li> <li>• ILEC employee generated reports</li> <li>• Tickets cancelled by customer/CLEC or where ticket has been opened on the wrong TN or circuit ID.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>	
<p><b>Business Rules:</b></p>	<ul style="list-style-type: none"> <li>• Trouble report will not be counted as a repeat report if previous report was closed to “No Access.”</li> </ul>	



<b>Notes:</b>	<ul style="list-style-type: none"> <li>• AT&amp;T California will provide disaggregation by Maintenance Disposition codes for POTS services and Trouble and Analysis codes for Special services as diagnostic data upon raw data request.</li> <li>• Excluded data will be made available upon request through the raw data/excluded data process. (Excluded data include CPE and IEC/CLEC trouble reports, cancelled trouble tickets and troubles associated with inside wire.)</li> </ul>
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## ***OSS OII Performance Measurements Report Requirements***

### **Network Performance**

### **Measure 24**

**Title:** Percent Blocking on Common Trunks

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percent of common and shared transport trunk groups exceeding 2% blockage.
<b>Method of Calculation:</b>	$(\text{Number of common and shared transport trunk groups exceeding 2\% blockage} / \text{Total number of common and shared transport trunk groups}) \times 100$
<b>Report Period:</b>	Monthly (Exception Reporting Only)
<b>Report Structure:</b>	
<b>Report By:</b>	By total trunk groups.
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	Benchmark: 2% of trunk groups blocking at no more than 2%
<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• Blocking caused by unforecasted load on a CLEC's or IXC's network that overflows or routes to AT&amp;T's Common Transport Trunk Groups.</li> </ul>

<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• ILEC will make available detailed information for all trunk groups not meeting 2% blocking level with the monthly report.</li> </ul>
<b>Notes:</b>	

## *OSS OII Performance Measurements Report Requirements*

### Billing

### Measure 34

**Title:** Bill Accuracy

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percentage of the total bill amount that is not adjusted by correcting service orders or adjustments for the month.
<b>Method of Calculation:</b>	(Sum of all bills in the reporting period, where the following has been calculated for each bill: Total monies billed without corrections/total monies billed)/Total bills for the reporting period x 100
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies ) and by ILEC Affiliates
<b>Report By:</b>	<ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE</li> </ul> Facilities/Interconnection
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Benchmark:</b> <ul style="list-style-type: none"> <li>• Standard - 95%</li> </ul>

<b>Exclusions:</b>	<ul style="list-style-type: none"><li>• Late charges resulting from externally mandated billing changes that the ILEC cannot reasonably implement in a timely manner.</li><li>• Results for exiting CLECs. This may include, but is not limited to, service disconnects and adjustments of dollars billed in previous months. Exiting CLEC to be determined by CLEC notice to AT&amp;T, business to business communications, notice to AT&amp;T by the CPUC, FCC or by court decree.</li><li>• Results for OS/DA billing other than those associated with end user services such as UNE-P and resale.</li><li>• Any billing adjustments that result from an agreement between AT&amp;T and the CLEC, where the adjustments were not completed to correct errors in billing.</li><li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li></ul>
<b>Business Rules:</b>	
<b>Notes:</b>	

## **OSS OII Performance Measurements Report Requirements**

**Provisioning**

**Measure 35**

**Title:** Timeliness of Billing Completion Notices (Diagnostic)

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percent of completed orders that had a billing completion notice sent to the CLEC in 5 business days.
<b>Method of Calculation:</b>	Sum (Number of Billing Completion Notices Sent to CLEC within 5 Business Days after Work Completion) / (Number of Orders Completed) x 100
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, and by ILEC Affiliates
<b>Reported By:</b>	
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Benchmark:</b> <ul style="list-style-type: none"> <li>• Standard - 96% in 5 business days</li> </ul>
<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• Weekends and ILEC published holidays.</li> <li>• Results for exiting CLECs. This may include, but is not limited to, service disconnects and adjustments of dollars billed in previous months. Exiting CLEC to be determined by CLEC notice to AT&amp;T California, business to business communications, notice to AT&amp;T California by the CPUC, FCC or by court decree.</li> <li>• Results for OS/DA billing other than those associated with end user services such as UNE-P and resale.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>
<b>Business Rules:</b>	
<b>Notes:</b>	

## **OSS OII Performance Measurements Report Requirements**

**Database Updates**

**Measure 38**

**Title:** Percent Database Accuracy

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percentage of database updates completed without error reported for 911 Database.
<b>Method of Calculation:</b>	$((\text{Count of Updates Completed without error}) / (\text{Count of Updates Completed})) \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies) and by ILEC Affiliates
<b>Report By:</b>	<b>E911 Database:</b> <ul style="list-style-type: none"> <li>• Service Order generated updates</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Parity</b>
<b>Exclusions:</b>	CLEC caused errors
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• CLECs reserve the right to request additional databases be included in this measure.</li> </ul>

## **OSS OII Performance Measurements Report Requirements**

### Database Updates

### Measure 39

**Title:** E911/911 MS Database Update

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percentage of E911/911 database updates completed within 48 hours.
<b>Method of Calculation:</b>	(Number of valid records updated within 48 hours / Total number of valid records updated) x 100
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate, by ILEC (if analog applies) and by ILEC Affiliates
<b>Report By:</b>	<ul style="list-style-type: none"> <li>• Service order generated updates</li> <li>• Direct gateway input updates</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Parity for service order generated updates</b></p> <p><b>Direct gateway input:</b></p> <p><b>Benchmark:</b></p> <ul style="list-style-type: none"> <li>• Standard - 48 hours</li> </ul>
<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• For service order generated updates, 48 hour interval begins when service order is completed in SORD.</li> <li>• For direct gateway updates, the processing interval is measured from the time the update enters the gateway until it posts in the 911 database. If the update rejects, the new interval starts when the update is re-submitted to the gateway.</li> </ul>
<b>Notes:</b>	

## OSS OII Performance Measurements Report Requirements

### Collocation

### Measure 40

**Title:** Percent On Time to Respond to a Collocation Request (Diagnostic)

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the percent of CLEC collocation requests that are responded to on time by the ILEC.
<b>Method of Calculation:</b>	$(\text{Number of Requests Completed in X Calendar Days Interval}) / (\text{Count of Requests Completed in Reporting Period}) \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate and by ILEC Affiliates
<b>Report By:</b>	All Collocation
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Benchmark:</b></p> <ul style="list-style-type: none"> <li>• Standard -95% in 10 calendar days (Non -ICB)</li> <li>• Standard -95% in 30 calendar days (ICB)</li> </ul>
<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• Rejected requests, expired requests and complete disconnects.</li> <li>• Orders cancelled by CLEC</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>

<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Includes requests that are for tariffed services.</li> <li>• Includes all augment requests.</li> <li>• Includes “Denied” collocation requests.</li> <li>• Includes CLEC equipment only orders.</li> <li>• If the CLEC makes a change to size, location, additional AC or DC or HVAC, in their application within or after the applicable standard, the clock is restarted from the revised application receipt date</li> <li>• Following are the types of changes that trigger the restarting of the 10 day clock:             <ul style="list-style-type: none"> <li>• Power Upgrades - Increasing the DC power by adding a generator, rectifiers, batteries; changing power feeds; or installing a new service entrance from the electrical utility.</li> <li>• HVAC Upgrades - Changing the existing cooling unit to a larger one; adding an additional cooling unit; or replacing the existing HVAC duct system to obtain additional capacity from existing units.</li> <li>• Major Building Modifications - Construction activity that is required to convert space that is not suitable for housing telecommunications equipment (administrative and unconditioned space) into space that is suitable for telecommunications equipment and meets local building code. Examples of Major Building Modifications construction activities are as follows:                 <ol style="list-style-type: none"> <li>1. Asbestos abatement on a room or floor of a building</li> <li>2. Construction of new interior partitions (walls) and doors to accommodate new HVAC system</li> <li>3. Construction required to accommodate restroom access or modifications per code.</li> <li>4. Construction or modification of building to facilitate proper emergency egress from the space per code.</li> <li>5. Electrical wiring of space per code requirements.</li> </ol> </li> </ul> </li> <li>• For cageless collocation, if more than 10 collocation requests are submitted per region by one CLEC within 10 calendar days, the response interval for each additional 10 requests (by region) will extend by 10 calendar days.</li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• Interval to begin upon receipt of valid request per published AT&amp;T collocation guidelines.</li> </ul>



## ***OSS OII Performance Measurements Report Requirements***

**Collocation**

**Measure 41**

**Title:** Time to Provide a Collocation Arrangement

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the interval it takes an ILEC to complete (build) a collocation arrangement.
<b>Method of Calculation:</b>	$(\# \text{ of Collocation Arrangements Completed in "X" Interval}) / (\text{Total Number of Collocation Arrangements Completed During the Reporting Period}) \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	Individual CLEC, CLECs in the aggregate and by ILEC Affiliates
<b>Report By:</b>	All Collocation <ul style="list-style-type: none"> <li>• New (All)</li> <li>• Augment (All)</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<b>Benchmark:</b> <ul style="list-style-type: none"> <li>• New - 95% compliance within time intervals set in its tariffs</li> <li>• Augmentation - 95% within time intervals set in its tariffs.</li> </ul>
<b>Exclusions:</b>	<ul style="list-style-type: none"> <li>• Orders cancelled by CLEC.</li> <li>• CLEC requested due dates greater than the standard interval.</li> <li>• Collocation decommissions, ICB collocation requests, power reduction augments and CLEC equipment only orders.</li> <li>• Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.</li> </ul>

<b><i>Business Rules:</i></b>	<ul style="list-style-type: none"><li>• Interval begins when ILEC approves the application and has received, from CLEC, financial payment or bond.</li><li>• Includes partial decommissions for AT&amp;T/California activities only.</li><li>• The request is complete when the ILEC sends a notice, in a form agreed upon by both parties, along with CFA/APOT information, advising that the collocation arrangement is complete and ready for CLEC occupancy.</li><li>• For cageless collocation, if more than 10 collocation arrangements are requested per region by one CLEC within 10 calendar days, the construction interval for each additional 10 requests (by region ) will extend by 10 calendar days.</li><li>• A change in a collocation request shall not trigger a restarting of the clock on the collocation interval. If, however, a CLEC delays the collocation installation, the collocation interval shall be increased by the number of days of CLEC delay (resulting in an adjusted interval). If the ILEC completes the requisite installation by the adjusted interval, it will have met its obligation under Measure 41.</li><li>• When an extended interval has been mutually negotiated via the Shortfall Process, the extended interval will be tracked. If the extended interval is met, the order commitment will be counted as met. If the extended interval is missed, the order commitment will be counted as missed.</li></ul>
<b><i>Notes:</i></b>	

## ***OSS OII Performance Measurements Report Requirements***

### **Interfaces**

### **Measure 42**

**Title:** Percentage of Time Interface is Available

<b><i>Area</i></b>	<b><i>Requirement Description</i></b>
<b>Description:</b>	Measures percent of time OSS interface is available compared to scheduled availability.
<b>Method of Calculation:</b>	$\frac{[(\text{Number of Scheduled Interface Available Hours}) - (\text{Number of Unscheduled Interface Unavailable Hours})]}{\text{Scheduled System Available Hours}} \times 100$
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	CLECs in the aggregate and ILEC Affiliate
<b>Reported By:</b>	<ul style="list-style-type: none"> <li>• By interface type for all interfaces accessed by CLECs (e.g., pre-ordering, ordering, and maintenance)</li> <li>• By query type for Pre-Order interfaces</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Benchmark:</b></p> <ul style="list-style-type: none"> <li>• Pre-order Interfaces/by query type:               <ul style="list-style-type: none"> <li>• Standard – 99.0%</li> </ul> </li> <li>• All other interfaces               <ul style="list-style-type: none"> <li>• Standard – 99.50%</li> </ul> </li> </ul>
<b>Exclusions:</b>	
<b>Business Rules:</b>	<ul style="list-style-type: none"> <li>• Outage hours are obtained from outage reports</li> <li>• Any change requests for extended availability during the reporting period are added to the scheduled hours.</li> <li>• For pre-order interfaces, report by query type as follows:               <ul style="list-style-type: none"> <li>• On an individual basis for CSI, Address Validation and TN function queries.</li> <li>• On a combined basis for Loop Qual, Due Date, Dispatch, CFA, PIC/LPIC, CLLI and NC/NCI queries.</li> </ul> </li> </ul>
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• AT&amp;T will agree to document any calculation of partial availability.</li> </ul>



## OSS OII Performance Measurements Report Requirements

### Interfaces

### Measure 44

**Title:** Center Responsiveness (Diagnostic)

<i>Area</i>	<i>Requirement Description</i>
<b>Description:</b>	Measures the average time it takes the ILEC's work center to answer a call.
<b>Method of Calculation:</b>	Sum (Date and Time of Call answer - Date and Time of Call Receipt) / (Total calls answered by center)
<b>Report Period:</b>	Monthly
<b>Report Structure:</b>	CLECs in the aggregate, and by ILEC (if analog applies)
<b>Report By:</b>	<ul style="list-style-type: none"> <li>• ILEC Ordering Center</li> <li>• ILEC Repair Center</li> <li>• ILEC Provisioning Center</li> <li>• ILEC OSS Service Center</li> </ul>
<b>Geographic Level:</b>	Statewide
<b>Measurable Standard:</b>	<p><b>Repair Centers:</b> <b>Parity:</b></p> <p><b>Ordering Centers:</b> <b>Benchmark:</b> Standard – average 15 seconds</p> <p><b>Provisioning Center</b> <b>Benchmark:</b> Standard - average of 90 seconds</p> <p><b>OSS Service Center (MCPSC)</b> <b>Benchmark:</b> Standard – 120 seconds</p>
<b>Exclusions:</b>	Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.
<b>Business Rules:</b>	
<b>Notes:</b>	<ul style="list-style-type: none"> <li>• Measured by individual queue, if applicable, in each ILEC center.</li> </ul>



## **REPORTING PROCESS**

Except as otherwise provided, performance reports will be provided to the CLECs and the Public Utilities Commission by the twentieth calendar day of the month succeeding the reporting period. The reporting period is the calendar month, unless otherwise noted. Reporting will be activity based, i. e. where there is reportable data for the CLEC.

For those measures where results appear to be statistically less than parity or not meeting the benchmark level, AT&T California will perform analysis of the data if requested by the CLEC. This analysis will detail the underlying causes contributing to the reported performance results. AT&T California will supply this analysis to the requesting CLEC within thirty days of website publication of the monthly results or within thirty days of the CLEC's request, which ever is later.

Authorized users will have access to monthly reports through an interactive website. Each CLEC will have access to its own data, aggregate CLEC data, ILEC data and ILEC Affiliate data. ILEC Affiliate data will be reported, at a minimum, separately for the ILEC Data subsidiary and all other ILEC Affiliates (in the aggregate). AT&T California will report performance measurements for transactions with their affiliates and make those data available to all CLECs who have filed non-disclosure documents like those filed by AT&T California with regard to CLEC data. The Public Utilities Commission will have access to reports for all entities, including ILEC Affiliate data. ILEC Affiliate data will not be included in CLEC aggregate data.

In addition to the performance measure results themselves, the raw data supporting the results, for the current and prior month, will be available to the CLECs and the Public Utilities Commission. Additional raw data will be available where measure results have been changed and the raw data has been affected. Raw data will be archived for a period of 24 months to provide an adequate audit trail and will be retained with sufficient detail so that CLECs can reasonably reconcile the data captured by AT&T (for the CLEC) with its own internal data. AT&T California will provide data that comprise the results and are readily available from systems that provide the reportable data. Furthermore, data that relates to AT&T's own performance would be retained, at a consistent level of disaggregation comparable to that reported for the CLECs. AT&T California will provide PON information associated with Ordering and Provisioning measures. CLECs should request raw data on an as-needed basis. AT&T California will produce the current and prior months' raw data within one business day. Raw data requests for previous months will be provided in a negotiated interval.

## AUDITING

**Initial Audit:**

(See prior versions of the JPSA for discussion on Initial Audit).

**Comprehensive Audits:**

A Comprehensive Audit will include all systems, processes and procedures associated with the production and reporting of performance measurement results, except as noted below a Joint Steering Committee ("Committee") comprised of AT&T and CLEC representatives coordinate and will be responsible for:

1. Jointly defining the Request for Proposal;
2. Jointly selecting a third party auditor;
3. Determining the scope and timing of the Annual Audit;
4. Providing guidance to the auditor, as requested; and
5. Reviewing the auditor's compliance with the Request for Proposal.

The Committee will convene yearly to discuss the need for a Comprehensive Audit. If the Joint Steering Committee deems a Comprehensive Audit as necessary, the Committee will undertake the initial steps to begin the audit. In the event that the Committee cannot agree on defining the Request for Proposal, selecting an auditor, or determining the scope or timing of the Annual Audit, the parties agree to submit their disputes to the American Arbitration Association ("AAA") for expedited resolution. The AAA shall have discretion to award arbitration costs, excluding attorneys' fees, to the prevailing party.

At its completion, AT&T shall submit its annual comprehensive audit to the Commission, and distribute copies (which include only non-proprietary information) to parties on the OSS OII service list.

No Comprehensive Audit shall commence within 12 months of the commencement of the previous Comprehensive Audit. Notwithstanding any other provisions herein, the scope of the Comprehensive Audit shall not exceed the previous 12 months.

The costs of the Comprehensive Audit will be divided 50% to AT&T and 50% to the CLECs, in the proportion of each individual CLEC's volume to the aggregate CLEC volume. Volume for purposes of this allocation will be the number of local exchange lines, interconnection/interoffice trunks ("trunks"), circuits, and UNEs (as reported in the denominator of Measure 19, the "Customer Trouble Report Rate" measure) in service in the third reported month prior to the commencement of the Comprehensive Audit. In order to assign weight to the different local exchange lines/trunks/circuits and UNEs reported in Measure 19, the Committee shall develop and approve a conversion table based on a standard unit of weight, likely using a DS-0 equivalency, including appropriate consideration for collocation; provided, AT&T shall not in any event have an obligation to provide data or perform calculations that are not part of its normal data reporting systems.

The estimated cost of the Comprehensive Audit (based on the chosen vendor's response to the Request for Proposal) will be paid into escrow by the ILEC and the CLECs a reasonable period of time before the commencement of the Comprehensive Audit and shall be a prerequisite for the commencement of the Comprehensive Audit. Any disputes regarding payments owed by the



respective CLECs for the Comprehensive Audit shall be submitted to the American Arbitration Association (“AAA”) for expedited resolution. The AAA shall have discretion to award arbitration costs, excluding attorneys’ fees, to the prevailing party.

**Mini – Audits:**

In addition to a Comprehensive Audit, AT&T California and CLECs agree that the CLECs would have the right to mini-audits of individual performance measures/sub-measures during the year. When a CLEC has reason to believe the data collected for a measure is flawed or the reporting criteria for the measure is not being adhered to, it has the right to have a mini-audit performed on the specific measure/sub-measure upon written request (including e-mail), which will include the designation of a CLEC representative to engage in discussions with AT&T about the requested mini-audit. If, 30 days after the CLEC's written request, the CLEC believes that the issue has not been resolved to its satisfaction, the CLEC will commence the mini-audit upon providing the ILEC with 5 business days advance written notice. Each CLEC is limited to auditing three single measures/sub-measures during the audit year. The Mini-audit year will be based on a calendar year. Mini-audits cannot be requested by a CLEC while a Comprehensive Audit is being conducted (i.e. before completion). Mini-Audits may be requested for months including and subsequent to the month in which a Comprehensive Audit was initiated.

Mini-Audits will include all systems, processes and procedures associated with the production and reporting of performance measurement results for the audited measure/sub-measure. Mini-Audits will include two (2) months of data, and all parties agree that raw data supporting the performance measurement results will be available monthly to CLECs as described in the Reporting Process section (Section IIc) of this agreement.

No more than three (3) Mini-Audits will be conducted simultaneously unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/sub-measure shall count as one Mini-Audit for the purposes of this paragraph only.

Mini-Audits will be conducted by a third party auditor, selected by the same method as the selection of the auditor for the Comprehensive Audit. The CLEC will pay for the costs of the third party auditor conducting the Mini-Audit unless AT&T is found to be “materially” misreporting or misrepresenting data or to have non-compliant procedures, in which case, AT&T would pay for the costs of the third party auditor. Parties agree that the issue of whether AT&T is “materially” at fault will be based on the parameters of failure to perform: “materially” at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the Mini-Audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor.

If, during a Mini-Audit, it is found that for more than 50% of the measures in a major service category AT&T is “materially” at fault (i.e., a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists), the entire service category will be re-audited at AT&T’s expense. The major service categories for this purpose are:

- Pre-Ordering
- Ordering

- Provisioning
- Maintenance
- Network Performance
- Billing
- Database Updates
- Collocation
- Interfaces

Each Mini-Audit shall be submitted to the CLEC involved and to the Commission as a proprietary document subject to the applicable protection afforded by Commission General Order No. 66 C and California Public Utilities Code Section 583.

AT&T will provide notification to the CLECs of any Mini-Audit requested when the request for the audit is made.

## **REVIEW PROCEDURES**

As experience is acquired under this Partial Settlement Agreement with the performance measurements and underlying business processes, the Parties expect to learn which measurements set forth in Section II may not have been properly defined or are more or less useful than others. The Parties also expect that experience will show whether every measurement is needed or whether certain measurements are not needed or require modification. Accordingly, the Parties agree to reconvene at least triennially to review the effectiveness of and modifications to the performance measurements approved by the Commission in this proceeding. The parties will conclude the review within 90 days of its commencement and will submit the revisions to the Partial Settlement Agreement, in the form of an Advice Letter, to the Commission within the 90-day review period. In the event the Parties cannot agree on any addition, deletion or modification, they will jointly submit such dispute for resolution by the CPUC. Parties also agree that as these measurements are revised, the revisions will subject to review and negotiation in future JPSA collaboratives.

If, prior to the agreed-upon review date, there is consensus that one or more measures are not effective, the parties will schedule meetings to discuss modifying the measure(s) or process(es). If there is no consensus, any individual party seeking formal review by the CPUC shall give notice to the other parties of its intent to do so. The party will also describe the action it intends to take and the reason(s) for its proposed actions.

## **CALIFORNIA OSS OII PERFORMANCE MEASUREMENTS**

### **SERVICE ORDER TYPES**

- **New Service Installations**
- **Service Migrations without Changes**
- **Service Migrations with Changes**
- **Move and Change activities**
- **Feature Changes**
- **Service Disconnects**

## DEFINITION OF TERMS

TERM	DEFINITION
Automatic Location Information (ALI)	The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.
Cageless Collocation	Shall have meaning set forth in FCC 1 <sup>st</sup> Report and Order on Deployment of Wireline Services Offering Advanced Telecommunications Capability or any future, assoc. orders
Call Blocking	A condition on a telecommunications network where, due to a maintenance problem or an over capacity situation in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.
Code Opening	Process by which new NPA/NXXs (area code/prefix) are defined, through software translations to network databases and switches, in telephone networks. Code openings allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.
Common Channel Signaling System 7 (CCSS7)	A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.
Common Transport	Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.
Completion	The time in the order process when the service has been provisioned and service.
Completion Notice	A notice the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.
Coordinated Customer Conversion	Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.
Customer Requested Due Date	A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.
Customer Trouble Reports	A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.

<b>TERM</b>	<b>DEFINITION</b>
Dedicated Transport	A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.
Delayed Order	An order which has been completed after the scheduled due date and/or time
Directory Assistance Database	A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.
Directory Listings	Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.
DS-0	Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.
DS-1	Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.
DS-3	Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.
Due Date	The date provided on the FOC the ILEC sends the CLEC identifying the planned completion date for the order.
End Office Switch	A switch from which an end users' exchange services are directly connected and offered.
Firm Order Confirmation (FOC)	Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service order, created a service request, and assigned it a due date.
Flow-Through	The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.
Held Order	An order for which the ILEC has issued a FOC, but whose due date has passed without it being completed.
Installation	The activity performed to activate a service.
Installation Troubles	A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).
Inside Wiring	The telecommunications wiring located at a customer's premises that extends beyond the demarcation point.
Interconnection Trunks	A network facility that is used to interconnect two switches generally of different local exchange carriers
Interface Outage	A planned or unplanned failure resulting the unavailability or access degradation of a system.
Jeopardy	A failure in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order.
Jeopardy Notice	The actual notice that the ILEC sends to the CLEC when a jeopardy condition has been identified.

## DEFINITION OF TERMS

TERM	DEFINITION
Lack of Facilities	A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process, or during the service installation process. If no facilities are available, the ILEC will issue a jeopardy.
Local Exchange Routing Guide (LERG)	A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).
Local Exchange Traffic	Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.
Local Number Portability	A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."
Mechanized Bill	A bill that is delivered via electronic transmission.
Meet Point Billing	A billing arrangement used when two or more LECs jointly provide access to and from an interexchange carrier (IEC) for inter LATA traffic. This arrangement can be Single Bill, where one LEC bills the IEC on behalf of both LECs and remits payment to the other LEC or Multiple Bill, where each LEC bills their portion directly to the IEC.
Missed Commitment Notification	A notice from ILEC to inform CLEC that the committed due date on an order has been missed.
Non-Recurring Charge	A rate charged for a product or a service that is assessed on a one time basis.
NXX, NXX Code or Central Office Code	The three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
Permanent Number Portability (also known as Local or Long Term Number Portability)	A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting".
Physical Collocation	Shall have the meaning set forth in 47 C.F.R. Section 51.5.
Plain Old Telephone Service (POTS)	Refers to basic 2 wire analog residential and business services. Can include feature capabilities (e.g., CLASS features).

## DEFINITION OF TERMS

TERM	DEFINITION
Projects	Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.
Provisioning Troubles	A trouble report that is opened for a customer's existing or new service for a trouble identified between the time of the service order creation to the time of order completion. Provisioning troubles that are associated with a CLECs customers include troubles that occur and are reported during the conversion of an ILEC customer to a CLEC.
Query Types	Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF, the FCC and/or the CPUC.
Recurring Charge	A rate charged for a product or service that is assessed each successive billing period.
Reject	A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects:, syntax, which occur if required fields are not included in the LSR:, and content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.
Repeat Report	Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises Address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.
Service Group Type	The designation used to identify a category of similar services, .e.g., UNE loops
Service Order	The work order created and distributed in ILEC's systems and to ILEC work groups in response to a complete, valid service request.
Service Order Type	The designation used to identify the major types of provisioning activities associated with a service request
Service Request	The transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.
Standard Interval	The interval that the ILEC quotes to its customers with respect to how long it will take to provision a service request. These intervals are standardized by specific service type and type of service modification requested. The ILEC publishes these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs. POTS services do not have standard intervals;, their installation intervals are based on force available and workload. They may change as frequently as twice a day.



## DEFINITION OF TERMS

TERM	DEFINITION
Subsequent Reports	A trouble report that is taken on a previously reported trouble prior to the date and time the initial report has a status of "cleared".
Summarized Charges	Billing charges that are aggregated on the bill, rather than individually itemized, e.g., local usage minutes on resale or retail calls, which are listed on the bill as "xx" minutes with no call detail.
Tandem Switch	Switch used to connect and switch trunk circuits between and among Central Office switches.
Time to Restore	The time interval from the receipt, by the ILEC, of a trouble report on a customer's service to the time service is fully restored to the customer.
To Be Called Cut	A type of coordinated customer conversion, which involves the CLEC calling the ILEC to signal the ILEC that it should start the customer conversion.
Trouble Cause Code	A code identifying the known or suspected cause of a trouble condition.
Trouble Disposition	A code identifying the end result of diagnostic and/or repair activities on a customer trouble report.
Usage Data	Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.
Usage Records	The individual call records created in a switch to report the date, time, duration, calling and called numbers associated with a given call
Virtual Collocation	Shall have the meaning set forth in 47 C.F.R. Section 51.5.

## CALIFORNIA OSS OII PERFORMANCE MEASURES: GLOSSARY OF ACRONYMS

ACRONYM	DESCRIPTION
ADSL	Asymmetric Digital Subscriber Line
ALI	Automatic Line Information (for 911/E911 systems)
AS	Affecting Service (type of trouble condition)
ASI	Advanced Services Inc. (data subsidiary of AT&T)
BDT	Billing Data Tape
BRI	Basic Rate Interface (type of ISDN service)
CABS	Carrier Access Billing System
CHC	Coordinated "Hot" Cut
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CORBA	Common Object Request Broker Architecture (Pre-ordering standard)
CPE	Customer Premises Equipment
CPUC	California Public Utilities Commission
CRIS	Customer Record Information System
CSB	Customer Service Bureau (retail repair center)
CSI	Customer Service Inquiry
DA	Directory Assistance
dB	Decibel
DID	Direct Inward Dialing
DS0	Digital Service 0
DS1	Digital Service 1
DS3	Digital Service 3
E911 MS	E911 Management System
EDI	Electronic Data Interchange
FDT	Frame Due Time
FOC	Firm Order Confirmation
GTT	Global Title Translations
GUI	Graphical User Interface
HDSL	High-bit-rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Inter-exchange Carrier
ILEC	Incumbent Local Exchange Carrier
N, T, C	Service Order Types - N(new), T(to or transfer), C(change)
ISDN	Integrated Services Digital Network
IW	Inside Wire
LATA	Local Access Transport Area
LERG	Local Exchange Routing Guide
LNP	Local (or Long Term) Number Portability
LOC	Local Operations Center (repair and coordination center for CLEC activity)
LSC	Local Service Center (ordering enter for CLEC activity)
LSMS	Local Service Management System
LSR	Local Service Request
MAC	Missed Appointment Code
NDM	Network Data Mover
NPAC	Number Portability Administration Center
NXX	Telephone number prefix

**Attachment B**  
**Effective Date: October 1, 2008**

OOS	Out of service (type of trouble condition)
<b>ACRONYM</b>	<b>DESCRIPTION</b>
OSS	Operations Support System
PBX	Private Branch Exchange
PICC	Primary Interexchange Carrier Charges
PNP	Permanent Number Portability (same as LNP)
PON	Purchase Order Number
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface (type of ISDN service)
SCP	Service Control Point
SGT	Service Group Type
SORD	Service Order Retrieval and Distribution system
SOT	Service Order Type
SS7	Signaling System 7
STP	Signaling Transfer Point
TBCC	To Be Called Cut
TN	Telephone Number
UNE	Unbundled Network Element
VGPL	Voice Grade Private Line
xDSL	(x) Digital Subscriber Line

## MISSED APPOINTMENT CODES – AT&T CALIFORNIA MAC – COMPANY REASONS

CA	Assignment Group Error
CB	Marketing Error. LSC/ Business Office gave wrong due date or ordered incorrect product/service
CO91	No Access to terminal or connection point not located in or on customer's premises, or missed appointment that cannot be categorized to any other company reason
CO92	Unsafe condition or malfunction /fallout of mechanized service system (including SORD, FACS, MARCH, SWITCH, WFADO, SOLID, TERMS)
CO93	No Electrical Permit - Company
CO94	No access to terminal at non company location
CO95	Joint Marketing Contractor
CO96	Civil unres: – No access to premises or facilities
CO97	NFWK Service Order Sent To Field and Due Date Missed
CR	Error with switch translations, RCMAC, features, or any line translations provided by AT&T
CX	Awaiting approval of government permits/ rights-of-way

## COMPANY WORK LOAD

CL71	Installation-Force/Load Imbalance, including missed appointment window resulting in delayed order. Also includes need for simple buried drop.
CL72	Weather Conditions
CL73	Sanctioned Work Stoppage Against AT&T California
CL74	Earthquake emergency support
CL75	Custom 800 Service Center Work Load Imbalance
CL79	No access due to "unforeseen or unavoidable" circumstances (as described in CA Civil Code 1722)

## EQUIPMENT SUPPLY

CE81	Lack of Company Equipment and/or Supplies
CE82	Lack of Standard or Demand Load Equipment and /or Supplies
CE83	Lack of Specially Ordered Equipment and/or Supplies
CE 84	Equipment not ordered or incorrectly ordered
CE 85	Company equipment defective or unacceptable to customer

### **COMPANY FACILITIES**

CF61	Lack of Outside Plant Facilities
CF62	Cable Technician – Pre-installed
CF63	Cable Technician – In Underground or needs dig up
CF64	Cable Technician – Not Pre-installed
CF65	Construction and Engineering – Not Pre-installed
CF66	Buried Drop – Pre-Installed
CF67	Buried Drop – Not Pre-Installed
CF68	Misc.or Multiple Reasons – no other CF MAC applies
CF69	Engineering – Cable or Pair Gain – Pre-Installed

### **COMPANY SWITCHING**

CS87	All other Company Switching Reasons
CS88	Lack of/no available central office facilities. Does not apply if other telecommunications carrier has been unable to complete its frame work by the due date.

### **CLERICAL/MACHINE ERROR**

EB	Clerical Error on due date entry
EO	Machine error (receiving machine error)

## MISSED APPOINTMENT CODES – AT&T CALIFORNIA MAC – CUSTOMER REASONS

### SUBSCRIBER ACCESS

SA01	No Access to Customer Premises
SA02	Inside work, no access to subscriber/agent/manager/security/left tag and /or card
SA03	No inside work, no access to subscriber's yard/terminal /NID, left tag and/or card
SA04	Premises Manager Refused Access / left tag and/or card
SA05	Dog/Other Safety Hazard On Premises
SA06	No access to terminal. Not located on customer's premises, customer to provide
SA07	Inside work, no access, subscriber in independent company

### SUBSCRIBER NOT READY

SR08	Customer Premises not ready
SR09	Subscriber In Independent Company No Facility In Independent Company
SR19	CLEC – AT&T – Busy cable ID and channel pair
SR25	Non-AT&T owned cable, full/no spare, Pre-Authorization to Repair-Refer to Cable Maintenance
SR26	No Pole/Trench/Conduit/Backboard - customer to provide
SR27	Customer provided conduit blocked– customer to clear
SR28	Non-AT&T owned cable, full or no spare, no pre-authorization to repair – refer to building owner
SR29	Building Not Ready
SR30	Electric Power Not Available

### CUSTOMER REQUESTS LATER DUE DATES

SL31	Customer requests the work be completed at a later due date
SL32	Subscriber requested later date, but has not negotiated a specific due date, will need to call back to reschedule due date

## ALL OTHER CUSTOMER REASONS

SO11	Minor Only Access – under 18 years old, customer requests additional work, invalid address, customer does not know jack location, property manager okay is needed for exposed wiring or hole drilled, authorization needed from customer for premises work – billing required, customer is required to pay deposit, advanced payment or outstanding bill
SO12	Minor access only – under 18 years old
SO13	Customer Requests Additional Work
SO14	Invalid Address
SO15	Access Doesn't Know Installation Locations
SO16	Mgr./Owner OK Needed For Exposed Wiring/to Drill Hole
SO17	Customer Required to Pay Deposit, Advanced payment or Outstanding bill
SO18	Authorization needed from customer for premises work – Billing required
SO40	CLEC –AT&T – need supp. to cancel PON
SO50	CLEC –AT&T CLEC equipment, translations or clerical error
SO51	CLEC –AT&T CLEC failed to call TBCC, CHC Hot
SO53	CLEC –AT&T CLEC failed to make TBCC or 48 hour call
SO54	CLEC –AT&T Not technically feasible
SO55	CLEC –AT&T Verify address or provide nearby TN
SO56	CLEC –AT&T Account already converted – send cancel
SO57	CLEC –AT&T Invalid TN
SO58	CLEC –AT&T Duplicate LSR
SO59	CLEC –AT&T Customer (LSP) not ready
SP	Customer requests an earlier due date
SX	CLEC fails to release facilities to give customer working facilities, previous service still working.

### AT&T CALIFORNIA DISPOSITION CODES

DISPOSITION CODES		CAUSE CODES	
01	OCS STATION (OFFICIAL SERVICES) & OTHER STATION EQUIPMENT/ASI SERIES 014*-019*	1	TELCO EMPLOYEE
02	LIGHTSPEED, TDM (POTS SERVICE) / FTTP (FIBER TO THE PREMISE)	2	NON-EMPLOYEE
03	REGULATED WIRE AND EQUIPMENT	3	PLANT OR EQUIPMENT
04	OUTSIDE PLANT	4	WEATHER
05	CENTRAL OFFICE	5	OTHER
06	(NOT IN USE)	6	UNKNOWN
07	TEST OK		
08	FOUND OK – CENTRAL OFFICE		
09	FOUND OK – OUT		
10	COMMON NETWORK ELEMENTS / REFERRED OUT		
11	MISCELLANEOUS – NON-MEASURED OR EXCLUDED TYPE REPORTS		
12	RETAIL CUSTOMER PROVIDED EQUIPMENT AND WIRING		
13	CLEC (IEC, LEC, IC) NON-REGULATED BILLABLE OR NON-BILLABLE		
14	CUSTOMER ACTION/MISUSE (NO DISPATCH)		
20	AIR PRESSURE		
30	LOCATES (CABLE)		



**AT&T MIDWEST**  
**PERFORMANCE REMEDY PLAN**  
**DESCRIPTION**

This Performance Remedy Plan sets forth the terms and conditions under which AT&T MIDWEST<sup>1</sup> will report performance to «CLECLegalName» (CLEC) and compare that performance to AT&T MIDWEST's own performance (parity), benchmark criteria, or both, whichever is applicable. This document further provides for enforcement through liquidated damages. Subject to Section 12, "Reservations of Rights", this Remedy Plan is being provided under the Section 251/252 Interconnection Agreement between AT&T MIDWEST and CLEC.

- 1.0 AT&T MIDWEST agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1 – AT&T MIDWEST Performance Measurement User Guide. AT&T MIDWEST will collect, analyze, and report performance data for these measures in accordance with the business rules defined in Appendix 1, as approved by the Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with Section 6.4 below regarding six-month reviews. AT&T MIDWEST further agrees to use the remedy structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identify the measurements for which remedies are provided to CLECs should performance fail to meet or exceed the defined standard for the specific performance measurement and submeasure.
- 1.1 AT&T MIDWEST will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to AT&T MIDWEST on or before the last day of the month for which data is sought, AT&T MIDWEST shall provide the data to CLEC on or before the last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to AT&T MIDWEST after the last day of the month for which data is sought, AT&T MIDWEST shall provide the data to CLEC within 30 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Remedy Plan, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 AT&T MIDWEST will use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (AT&T MIDWEST retail (or its affiliate, whichever is better, where applicable per the performance measures specified in Attachment A, provided the number of affiliate data points equal or exceed 30) and CLEC) or percentages, or the difference between two ratios for purposes of this document. AT&T MIDWEST agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for AT&T MIDWEST retail (or its affiliate, whichever is better, where applicable per the performance measures specified in Attachment A, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the AT&T MIDWEST retail performance (or its affiliate performance, whichever is better, where applicable per the performance measures specified in Attachment A). If the affiliate data has fewer than 30 observations, the comparison will be to AT&T MIDWEST's retail performance. The modified Z-tests are applicable if the number of data points are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a comparison to the applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points is 29 or less, the use of permutation tests as outlined below may be used.

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<sup>1</sup> The term "AT&T MIDWEST" refers to any of the individual AT&T incumbent local exchange operating companies located in the five midwestern states of Illinois, Indiana, Michigan, Ohio and/or Wisconsin.

- 3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both **AT&T MIDWEST** retail (or its affiliate, whichever is better, where applicable per the performance measures specified in Attachment A, provided the number of affiliate data points are equal to or exceeds 30) and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than Critical-Z value that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

**Z-Test:**

**AT&T MIDWEST** will utilize the following formulae for determining parity using Z-Test:

*For Measurement results that are expressed as Averages or Means:*

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where:  $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$

$M_{\text{ILEC}}$  = ILEC Average

$M_{\text{CLEC}}$  = CLEC Average

$\sigma_{\text{DIFF}} = \text{SQRT} \{ [\sigma^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})] \}$

$\sigma^2_{\text{ILEC}}$  = Calculated variance for ILEC

$n_{\text{ILEC}}$  = number of observations or samples used in ILEC measurement

$n_{\text{CLEC}}$  = number of observations or samples used in CLEC measurement

*For Measurement results that are expressed as Percentages or Proportions:*

**Step 1:**

$$p = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

**Step 2:**

$$\sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}} = \text{SQRT} \{ [p(1-p)]/n_{\text{ILEC}} + [p(1-p)]/n_{\text{CLEC}} \}$$

**Step 3:**

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}}$$

Where:  $n$  = number of observations

$P$  = Percentage or Proportion

*For Measurement results that are expressed as Rates or Ratios:*

$$Z = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where:  $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$

$R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$

$R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$

$\sigma_{\text{DIFF}} = \text{SQRT} \{ [(\text{num}_{\text{CLEC}} + \text{num}_{\text{ILEC}}) \div (\text{denom}_{\text{CLEC}} + \text{denom}_{\text{ILEC}})] \cdot (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}}) \}$

4.0 Qualifications to use Z-Test:

- 4.1 The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.
- 4.2 In calculating the difference between the performances, the formulas defined above apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e.,  $M_{\text{ILEC}} - M_{\text{CLEC}}$ ,  $P_{\text{ILEC}} - P_{\text{CLEC}}$ ,  $R_{\text{ILEC}} - R_{\text{CLEC}}$ ).

4.3 For measurements where the performance delivered to the CLEC is compared to AT&T MIDWEST performance and for which the number of data points are 29 or less for either the CLEC or AT&T MIDWEST, AT&T MIDWEST will apply the following alternatives to determine compliance.

4.3.1 Alternative 1 (used only in the following situations: 1) for a measure where results for both the CLEC and AT&T MIDWEST Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

AT&T MIDWEST applies the Z-Test as described in Section 3.0.

4.3.2 Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used.

For Averages and Ratios, the following Permutation analysis will be applied to calculate the Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set ( $n_{CLEC}$ ) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or  $n_{ILEC}$ ).
- (4) Compute and store the Z-test score ( $Z_S$ ) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the  $Z_S$  results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ( $P = \text{rank} / T$ ).
- (9) Using a cumulative standard normal distribution table, find the value  $Z_A$  such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare  $Z_A$  with the Critical Z-value. If  $Z_A >$  the Critical Z-value, then the performance is non-compliant.

4.4 AT&T MIDWEST and CLECs will provide software and technical support as needed by Commission Staff for purposes of statistical analysis. Any CLEC who enters into this Plan agrees to share in providing such support to Commission Staff.

## 5.0 Overview of Remedy Structure

AT&T MIDWEST agrees with the following methodology for developing the liquidated damages payable to CLEC:

5.1 AT&T MIDWEST will pay Liquidated Damages to the CLEC according to the terms set forth in this document.

5.2 Liquidated damages apply to measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 1.

5.3 AT&T MIDWEST will not be liable for the payment of liquidated damages until 10 days after receipt by AT&T MIDWEST of an executed (by CLEC) Interconnection Agreement, or an amendment to an existing Interconnection Agreement ("Receipt Date"), terms of which have been agreed to by both CLEC and AT&T MIDWEST, referencing this Plan. Liquidated damages will be accrued, but not paid, effective with the first full month of performance results after the Receipt Date, and will be payable from and after the date that the

Interconnection Agreement or amendment is approved by the Commission. AT&T MIDWEST will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and AT&T MIDWEST have signed.

- 5.4 In order to receive payment by check for any liquidated damages due herein CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC On-Line website (<https://clec.AT&T.com/clec>). Otherwise, liquidated damages payment will be made via bill credit. AT&T MIDWEST shall retain the CLEC information for the duration of this Remedy Plan, and the CLEC shall notify AT&T MIDWEST of any relevant changes in the information.

## 6.0 Procedural Safeguards and Exclusions

- 6.1 AT&T MIDWEST agrees that the application of the liquidated damages provided for herein is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an Interconnection Agreement and tariff, AT&T MIDWEST and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. AT&T MIDWEST and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 AT&T MIDWEST's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. AT&T MIDWEST and CLEC agree that CLEC may not use: (1) the existence of this Remedy Plan; or (2) AT&T MIDWEST's payment of "liquidated damages" as evidence that AT&T MIDWEST has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any State or Federal law or regulation. AT&T MIDWEST's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this Performance Remedy Plan agrees that AT&T MIDWEST's performance with respect to this Remedy Plan may not be used as an admission of liability or culpability for a violation of any State or Federal law or regulation. Further, any liquidated damages payment by AT&T MIDWEST under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where AT&T MIDWEST seeks to offset the payment against any other damages a CLEC might recover. Whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether AT&T MIDWEST has met or continues to meet the requirements of Section 271 of the Act.
- 6.3 Every six months, CLEC may participate with AT&T MIDWEST, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure from Remedied to Non-Remedied or Diagnostic, or vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any changes to existing performance measures shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the Interconnection Agreement.
- 6.4 CLEC and AT&T MIDWEST will consult with one another and attempt in good faith to resolve any issue(s) regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation, and resolution of such issue(s) has not been agreed to

between **AT&T MIDWEST** and CLEC within 45 days after CLEC's request for consultation, then **AT&T MIDWEST** will allow CLEC to have an independent audit conducted by an independent third-party recognized as an auditing firm, at CLEC's expense. Such audit will be of **AT&T MIDWEST**'s performance measurement data collection, computing, and reporting processes regarding the issue(s) initially presented by CLEC. In the event the subsequent audit affirms the issue initially presented by the CLEC and denied by **AT&T MIDWEST**, as materially affecting reported performance results, **AT&T MIDWEST** shall reimburse CLEC any payments made to the independent third-party auditor. **AT&T MIDWEST** shall have the opportunity to review the independent third-party auditor's proposed fees for the audit, and the audit approach and schedule, prior to commencement of the audit. Any concerns between the parties regarding the proposed audit costs, approach and schedule are to be negotiated in good faith. Should multiple CLECs consult with **AT&T MIDWEST** as described above with respect to the same issue(s) regarding accuracy or integrity of reporting, and individually or as a group not be able to reach resolution, and those CLECs jointly engage an auditor, arrangements for **AT&T MIDWEST** reimbursement of individual CLECs in the event the audit confirms the issue presented by the group of CLECs materially affects performance for each are to be made in advance of commencing the audit. CLEC may not request more than one audit per trimester (four (4) calendar months) under this Section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This Section does not modify CLEC's audit rights under other provisions of this Remedy Plan or any applicable Commission Order. **AT&T MIDWEST** agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC. Should an audit identify any problems where **AT&T MIDWEST** agrees to apply changes determined necessary to properly report performance for previously-published results (restate results), or determine and pay liquidated damages based upon previously-reported results ("true-up" payments based on restated results), such changes will be applied to all CLEC data, and accordingly all CLECs, affected by the issue.

- 6.5 Notwithstanding the parties' continued operation under the Interconnection Agreement or any "evergreen clause," **AT&T MIDWEST**'s obligation for liquidated damages pursuant to this Performance Remedy Plan will automatically cease on December 31, 2010, unless the parties agree to extend this Plan via an amendment to their Interconnection Agreement or successor Agreement. Upon request of CLEC, AT&T shall commence negotiations, which may include multiple CLECs, for a successor Remedy Plan no later than June 30, 2010.

## 7.0 Exclusions Limited

- 7.1 **AT&T MIDWEST** will not be excused from payment of liquidated damages on specific grounds (e.g. Force Majeure, third party systems or equipment problems not under control of **AT&T MIDWEST**, its affiliates, or its agents), unless **AT&T MIDWEST** prevails in a waiver of liability filed with the Commission seeking expedited resolution, which waiver request shall be served on all CLECs that have executed an interconnection agreement amendment that incorporates or implements this AT&T Performance Remedy Plan and would be affected should the requested waiver be granted. **AT&T MIDWEST** bears the burden of proof and must pay the liquidated damages in advance of the expedited hearing, subject to refund, including interest, if it prevails. Should AT&T prevail upon formal Commission resolution, or in a settlement stipulation with CLEC participant(s) that resolves the dispute after resort to the Commission, CLEC shall refund the liquidated damages within 30 days of the final, non-appealable resolution by the Commission or the effective date of the settlement stipulation. A settlement stipulation may provide for a different refund due date. Should CLEC fail to timely make such repayment, AT&T shall incur no liquidated damages liability to CLEC for any future performance until the repayment is made. If a settlement agreement is reached between AT&T MIDWEST and participating CLECs, the Commission acceptance of such agreement would apply to all CLECs participating in the Remedy Plan provided that AT&T applies the identical settlement terms to all non-participating CLECs, where applicable, such that equitable treatment is provided. **AT&T MIDWEST** will not be excused from payment of liquidated damages on any other grounds except as addressed in Section 7.2 or Section 8.4 below. Neither party will be required to pay attorneys

fees to the prevailing party. If an event which is the subject of a waiver of liability only suspends **AT&T MIDWEST**'s ability to timely perform an activity subject to performance measurement, the applicable time frame in which **AT&T MIDWEST**'s compliance with the parity or benchmark criterion is measured will be extended on an hour for hour or day for day basis, as applicable, equal to the duration of the excusing event.

- 7.2 In addition to the provisions set forth herein, **AT&T MIDWEST** shall not be obligated to pay liquidated damages for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its Interconnection Agreement with **AT&T MIDWEST** or under the Act or State law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3 In any event where **AT&T MIDWEST** believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its Interconnection Agreement with **AT&T MIDWEST** or under the Act or State law or tariff, and **AT&T MIDWEST** believes such act or omission has caused noncompliance with a performance measurement, as defined in Section 7.2 above, and **AT&T MIDWEST** initiates the ICA dispute process, **AT&T MIDWEST** shall pay one-half of the applicable liquidated damages to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, at the conclusion of the dispute process, if **AT&T MIDWEST** prevails. If **AT&T MIDWEST** does not prevail, the remaining one-half of the applicable liquidated damages will be paid, with interest, within 30 days of a final, non-appealable resolution by the Commission. Should **AT&T** prevail in the dispute process, either prior to or as a result of formal Commission resolution, or in a settlement stipulation with CLEC participant(s) that resolves the dispute after resort to the Commission, CLEC shall refund the liquidated damages within 30 days of the final, non-appealable resolution by the Commission or the effective date of the settlement stipulation. A settlement stipulation may provide for a different refund due date or remedy. Should CLEC fail to timely make such repayment, **AT&T** shall incur no liquidated damages liability to CLEC for any future performance until the repayment is made. **AT&T MIDWEST** will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC. If such an agreement is reached between **AT&T MIDWEST** and CLECs who choose to participate in such discussions, the Commission acceptance of such agreement would apply to all CLECs participating in the Remedy Plan, where applicable, such that equitable treatment is provided.
- 7.4 **AT&T MIDWEST**'s liquidated damages liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due **AT&T MIDWEST** for services provided to the CLEC in the same month for which the remedy liability was incurred.
- 7.5 **AT&T MIDWEST** will post on its Internet website the aggregate payments of any liquidated damages paid during the current calendar year.
- 8.0 Liquidated Damages Payable to CLECs:
- 8.1 Liquidated damages apply to measures designated in Appendix 1 as Remedied when **AT&T MIDWEST** delivers "non-compliant" performance as defined in Section 3 above.
- 8.2 Liquidated damages in the amount specified in TABLE 1: Liquidated Damage Amount Table below apply to all "non-compliant" sub-measures subject to remedies. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the number of consecutive months for which **AT&T MIDWEST** has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to liquidated damages for which **AT&T MIDWEST** met or exceeded the performance standard. For those measures listed in Appendix 1 as "Subject to Per Occurrence Damages With a Cap," the amount of liquidated damages in a single month for a disaggregation category

shall not exceed the amount listed in TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table. For those measures listed in Appendix 1 as "Subject to Per Measure Damages," liquidated damages will apply on a per disaggregation category basis, at the amounts set forth in the TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in "Methods of Calculating Liquidated Damages Amounts," below.

- 8.3 TABLE 1 and TABLE 2 utilize an Index Value ("IV") that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month's results based on the overall performance **AT&T MIDWEST** provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3) dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the State that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs. This formula is provided below.

$$IV = (RSM_{passed} \div RSM_{total}) \times 100$$

Where

RSM<sub>passed</sub> = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison  
 RSM<sub>total</sub> = Total count of Remedied Sub-Measure results

- 8.4 In the event **AT&T MIDWEST's** performance falls below any defined threshold level as listed in Tables 1 & 2, this Section shall apply.
- 8.4.1 Should the calculated Index Value result fall below a defined threshold, and **AT&T MIDWEST** believes that the calculated Index Value result was attributable to events outside **AT&T MIDWEST** control, including but not limited to, force majeure events, act or omission by a CLEC that is contrary to any of the CLEC's obligations under its Interconnection Agreement with **AT&T MIDWEST** or under the Act or State law or tariff, or changes in **AT&T MIDWEST's** obligations under Section 251/252 (collectively referred to as "Index Value Events"), **AT&T MIDWEST** may initiate a request for waiver of liability for the additional liquidated damages directly attributable to the Index Value Event(s) with the specific Commission(s) in the affected State(s). Contemporaneous with the filing of the request for waiver, **AT&T MIDWEST** shall provide direct notice to the CLEC(s) affected of the request, along with a copy of the filed request, including all non-confidential or non-proprietary documents filed with the request. The direct notice shall be provided to the Notices Contact identified in the Interconnection Agreement. Upon initiating such a request, **AT&T MIDWEST** shall pay one-half of the additional liquidated damages directly attributable to the Index Value Event(s) to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if **AT&T MIDWEST** prevails. In such a request AT&T Midwest will have the burden to prove that absent the specified Index Value Event the calculated Index Value would have exceeded the specific threshold level and the additional liquidated damages liability resulting would not have been incurred. Should **AT&T MIDWEST** not prevail on the request for waiver in accordance with this Section 8.4.1, **AT&T MIDWEST** will pay the remaining one-half of the applicable liquidated damages to all affected CLECs, with interest accruing from the original payment due date, within 30 days of the Commission's initial decision or, if appealed, within 30 days of a final, non-appealable resolution.
- 8.5 For measures identified in Attachment A and defined in Appendix 1 as subject to remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

- 8.6 For provisioning and maintenance performance measurements associated with DS1 capacity or higher UNE Loops/EELs, the per-occurrence liquidated damage will start at the month three level for the first month performance failure.
- 8.7 Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual metric. This process will require **AT&T MIDWEST** to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if **AT&T MIDWEST** was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, **AT&T MIDWEST** will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the "Month 1" liquidated damage amount.
- 8.8 During this "proof of compliance" period, **AT&T MIDWEST** will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be "non-compliant" for a CLEC. This remedy payment amount will return to the lowest level of payment when **AT&T MIDWEST** provides "compliant" performance for the number of consecutive months identified in TABLE 3: "Step-Down" Table Of Liquidated Damages For Tier 1 Measures where the payment amount is "Month One Amount". Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 3.
- 8.9 **AT&T MIDWEST** is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for **AT&T MIDWEST** to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. **AT&T MIDWEST** will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months' performance the measurements were restated for, and why the restatement was necessary.
- 8.10 In the event that performance measurement results need to be restated, **AT&T MIDWEST** will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.11 If it is determined through restatement of performance results or other means that **AT&T MIDWEST** underpaid liquidated damages due a CLEC, **AT&T MIDWEST** will make additional payment to the CLEC (via the standard method of payment for each CLEC) to the extent that it underpaid. All underpayments will be credited with interest. In the event that determination is made through restatement of performance



results or other means that **AT&T MIDWEST** overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC will be offset by the amount of overage.

- 8.12 Notwithstanding CLEC election under Section 5.4 above, **AT&T MIDWEST** shall be permitted to apply any liquidated damages payments due toward those charges that the CLEC owes **AT&T MIDWEST** for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days and, provided that the amount applied shall not exceed the total undisputed amount that is 90 days past due.
- 8.13 If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix 1 for three consecutive months, **AT&T MIDWEST** will, at request of the CLEC, initiate a "gap closure" effort. For a measure to which a floor applies, "gap closure" can be initiated when performance is below the floor for two consecutive months. The "gap closure" effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting "gap closure" within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

**TABLE 1: Liquidated Damage Amount Table**

Index Value ("IV") Thresholds	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
IV ≥ 87.0%	\$30	\$65	\$130	\$260	\$390	\$520
82.0% ≤ IV < 87.0%	\$36	\$78	\$163	\$325	\$455	\$585
77.0% ≤ IV < 82.0%	\$60	\$98	\$195	\$390	\$520	\$650
72.0% ≤ IV < 77.0%	\$120	\$163	\$325	\$650	\$780	\$910
IV < 72.0%	\$180	\$228	\$455	\$910	\$1,040	\$1,170

**TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table**

Index Value ("IV") Thresholds	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
IV ≥ 87.0%	\$6,000	\$13,000	\$19,500	\$26,000	\$32,500	\$39,000
82.0% ≤ IV < 87.0%	\$9,000	\$19,500	\$29,250	\$39,000	\$48,750	\$58,500
77.0% ≤ IV < 82.0%	\$12,000	\$26,000	\$39,000	\$52,000	\$65,000	\$78,000
72.0% ≤ IV < 77.0%	\$18,000	\$39,000	\$58,500	\$78,000	\$97,500	\$117,000
IV < 72.0%	\$30,000	\$65,000	\$97,500	\$130,000	\$162,500	\$195,000

**TABLE 3: "Step-Down" Table Of Liquidated Damages**

Consecutive Months Compliant Performance Before Subsequent Non- Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	Three Months	Four Months	Five Months	Six Months or More
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

#### 8.14 Example Application of "Step-Down" Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 3 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for "Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance", or the "Four Months" column in this example, then looking at the row for "Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month", or the "One Month" row in this example. The intersecting cell indicates that remedies would be paid at the "Month Three Amount", or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

#### 9.0 Posting of Results and Provision of Liquidated Damages Payments:

- 9.1 If AT&T MIDWEST fails to submit performance reports or make payment of liquidated damages by the last business day of the month following actual performance, AT&T MIDWEST is required to post notice of such delay on the "News Page" of its web site where performance results are made available. Such notice must describe the extent to which results or payments are not provided, and an expected timeframe in which the situation will be corrected such that results or payments will be posted or provided correctly and completely. CLEC has the ability to take any concerns with a delay in posting of performance results or payment of liquidated damages to the Commission for resolution. For each day after the due date that AT&T MIDWEST fails to pay the required amount, AT&T MIDWEST will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation.
- 9.2 If AT&T MIDWEST alters previously reported data for a CLEC, and after discussions with AT&T MIDWEST the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the Section titled "Exclusions Limited."
- 9.3 When AT&T MIDWEST performance creates an obligation to pay liquidated damages to a CLEC under the terms set forth herein, AT&T MIDWEST shall make payment in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if AT&T MIDWEST performance through March is such that AT&T MIDWEST owes liquidated damages to CLECs for March performance, then those payments will be due the last business day of May, the last business day of the month following the month (April) in which results were posted). For each day after the due date that AT&T MIDWEST fails to pay the required amount, AT&T MIDWEST will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation.
- 9.4 AT&T MIDWEST may not withhold payment of liquidated damages to a CLEC other than through the processes described in Sections 7.3 and 8.4.1.
- 9.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLECs, the aggregate of all CLECs, and AT&T MIDWEST.

## 10.0 Methods of Calculating Liquidated Damages Amounts

The following methods apply in calculating per occurrence liquidated damage:

### 10.1 Calculating Liquidated Damages

#### 10.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

#### 10.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

#### 10.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

- Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that sub-measure.

## 11.0 The following document is incorporated herein by reference:

- Appendix 1: AT&T MIDWEST Performance Measurement User Guide (a document available from CLEC Account Managers or found on the AT&T MIDWEST Performance Measurement website)

Appendix 1 is updated periodically through the collaborative described in Section 6.3 above. Upon completion of the collaborative discussions, agreed changes are submitted for State Commission approval in accordance with each State Commission's desired procedure. Disputes on changes are also submitted for State Commission resolution according to this procedure. The proceeding under which Appendix 1 is submitted for approval, and under which disputes are resolved, in each state is listed below (unless replaced by a successor proceeding or docket). Upon approval of the State Commission, the new version of Appendix 1 is to be used in reporting performance for all CLECs doing business in the particular state.

- Illinois – 83 ILL. Admin. Code 731 (Rule Part 731)
- Indiana – Cause No. 41657
- Michigan – Case No. U-11830
- Ohio – Case No. 00-942-TP-COI
- Wisconsin – Docket No. 6720-TI-198

In the event of any inconsistency between Appendix 1 and this Performance Remedy Plan, this Performance Remedy Plan shall supersede and control. In addition, Appendix 1 shall be supplemented by Attachment A hereto.

#### 12.0 Reservation of Rights:

By offering this Plan in the context of an Interconnection Agreement, AT&T is not waiving the right to assert that a State Commission does not have jurisdiction to create or impose remedies/liquidated damages that are beyond the scope of the remedies/liquidated damages that may result from application of this negotiated Remedy Plan. Notwithstanding this Reservation of Rights, both parties acknowledge that a Commission may enforce the provisions of this Remedy Plan and resolve disputes that may arise with respect to the implementation and application of this Remedy Plan unless the general dispute resolution provisions of the ICA provides for another venue or process.

**Maximum/Minimum Levels of Service:**

The following table represents "Maximum Level of Service (Ceilings)" and "Minimum Level of Service (Floors)" for each respective measure/sub-measure. Without regard to parity, AT&T Midwest will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceiling and AT&T Midwest will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor. Floors and Ceilings do not apply to any product subject to a benchmark standard, and do not apply to Interconnection Trunks, Resold Specials, DSL Loops, and LNP Only products.

AT&T Midwest will be excused from application of the Floor for determination of any liquidated damages liability should performance fall below the Floor as a result of specific events beyond the control of AT&T. Examples of such events are cable cuts by a third-party (not contracted by AT&T) and severe weather. In such situations AT&T will calculate any liquidated damages liability against the parity comparison, and pay any such liability on or before the due date of such payment. Any additional amount that might be owed for a calculation to the Floor will be withheld while AT&T pursues a waiver of liability with the particular State Commission. Should the Commission rule against AT&T in such a filing, any additional liquidated damages will be paid to the CLEC within 30 days with interest.

Measure #:	Measure:	Sub-measure:	Ceiling:	Floor:
PM - 29	Percent AT&T Midwest Missed Due Dates	Each	≤ 2%	> 10%
PM - 30	Percent AT&T Midwest Missed Due Dates Due to Lack of Facilities	Each	≤ 2%	> 10%
PM - 35	Percent Trouble Reports within 30 Days (1-30) of Installation	Each	≤ 4%	> 20%
PM - 37.1	Trouble Report Rate Net of Installation and Repeat Reports	Each	≤ 4/100 lines (≤4%)	> 20/100 lines (>20%)
PM - 38	Percent Missed Repair Commitments	Each	≤ 5%	> 15%
PM - 39	Mean Time to Restore Interval	Resale POTS - OOS	≤ 8 hours	> 30 hours
PM - 39	Mean Time to Restore Interval	Resale POTS - AS	≤ 8 hours	> 60 hours
PM - 39	Mean Time to Restore Interval	UNE Loops < DS1	< 8 hours	> 36 hours
PM - 39	Mean Time to Restore Interval	UNE Loops ≥ DS1	≤ 4 hours	> 10 hours
PM - 40	Percent Out of Service (OOS) < 24 Hours	Each	≥ 96%	< 85%
PM - 41	Percent Repeat Reports	Each	≤ 4%	> 20%

**PROVISIONS FOR**  
**POTENTIAL ASSESSMENTS PAYABLE TO**  
**THE STATE OF ILLINOIS**

- 1.0 This Attachment B to the AT&T Midwest Performance Remedy Plan contains provisions for the application of assessments payable to the State of Illinois (commonly termed "Tier 2 payments"). Such assessments were part of the first Part 731 Wholesale Service Quality Plan submitted by AT&T Illinois in September 2004. In the 2006-2007 Six-Month Review Collaborative, CLECs and AT&T Illinois agreed to the AT&T Midwest Performance Remedy Plan ("the Plan"), which eliminated Tier 2 payments. However, upon review by the Illinois Commerce Commission ("ICC" or "Commission"), AT&T agreed to retain the potential obligation for future Tier 2 payments under the limited terms and conditions set forth herein. This Attachment preserves the structure for the potential application of such payments in the future.
- 2.0 There shall be no obligation to pay Tier 2 payments prior to the next required triennial submission under Part 731. After such submission, the Commission may reinstitute the obligation for Tier 2 payments if, after contested case procedures, the justification for such payments has been clearly established.
- 3.0 In such proceeding, if a determination is made that Tier 2 payments should be reintroduced, the Commission shall, based upon the recommendation of the Parties to such case, determine the appropriate Tier 2 dollar amounts and to which performance measurements those payments shall apply.
- 4.0 Tier 2 Payment Structure
- 4.1 The same statistical processes for determination of parity of performance between AT&T Illinois, its affiliates and CLECs as defined in Sections 2.0, 3.0 and 4.0 of the Plan apply, with the following additional criteria unique to Tier 2.
- 4.2 The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations shall not have statistical test conducted on them, and shall not be subject to assessments.
- 4.3 Assessments will be applicable only to those measures identified as subject to Tier 2 assessments in the then-current Performance Measurement User Guide consistent with Sections 5.0 and 8.1 of the Plan.
- 4.4 Assessments, where due, shall be paid on the aggregate performance of all CLECs operating in Illinois, consistent with Section 5.0 of the Plan.
- 4.5 Attachment A of the Plan shall apply to the Tier 2 obligation in the same manner as it applies to Tier 1.
- 4.6 Section 8.11 of Plan shall apply to any obligation to pay Tier 2 assessments.
- 4.7 The following Tier 2 assessment amounts apply.

Table 1: Assessment Amounts for Tier 2 Measures	
Per Occurrence	\$0
Per Measure/Per Occurrence with a Cap	\$0

- 4.8 Where Tier 2 assessments are required for measurements where a per occurrence assessment applies, an assessment as specified in Table 1: Assessment Amounts for Tier 2 Measures shown above for each occurrence is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those measurements subject to per occurrence with a cap, an assessment as shown in Table 1: Assessment Amounts for Tier 2 Measures shown above for each occurrence within the applicable cap is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months. For those Tier 2

measurements subject to a per measurement assessment, an assessment amount as shown in Table 1: Assessment Amounts for Tier 2 Measures shown above is payable to the State Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value for three consecutive months.

5.0 The following terms and conditions shall also apply to the Tier 2 obligation :

- 5.1 CLEC may not use AT&T Illinois' payment of any Tier 2 assessments as evidence AT&T Illinois has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation consistent with Section 6.2 of the Plan.
- 5.2 AT&T Illinois shall not be liable for Tier 2 assessments under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission's service quality rules relating to the same performance. This section does not limit the Commission's ability to assess remedies, penalties or fines regarding such performance consistent with its lawful authority consistent with Section 6.0 of the Plan.
- 5.3 AT&T Illinois shall have the same rights with regard to waiver of liability set forth in Section 7.1, 7.2 and 7.3 of the Plan. However, should AT&T Illinois initiate a waiver of liability proceeding as described in such Sections, AT&T Illinois shall be allowed to withhold payment of any Tier 2 assessments until after the issuance of a final non-appealable decision.
- 5.4 The terms of Section 9.3 of the Plan shall apply to Tier 2 payment obligations.

6.0 Performance results on Tier 2 payment obligations will be generated for the aggregate of all CLECs in Illinois as follows:

- 6.1 Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until AT&T Illinois reports performance that meets the applicable criterion. That is, Tier 2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

6.1.1 Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the benchmark for each of the three non-compliant months. This percentage is capped at 100%.
- Step 3: Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

6.1.2 Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures,

calculate the difference between the actual percentage and the benchmark for the three non-compliant months.

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.

#### 6.1.3 Measures for Which the Reporting Dimensions are Ratios or Rates

Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable assessment payable to the State Fund designated by the Commission for that sub-measure.



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## **Pre-Ordering/Ordering**

### **1.1 Average Response Time for Manual Loop Make-Up Information**

**Definition:**

The average time required to provide manual loop qualification for DSL capable loops measured in business days.

**Exclusions:**

- Manual request for loop makeup information not initiated by the CLEC
- Weekends and Holidays

**Business Rules:**

The time starts when a request is received from the CLEC and ends when the information on the loop qualification has been made available to the CLEC.

**Levels of Disaggregation:**

- None

**Calculation:**

$\sum(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) \div \text{Total loop qualifications}$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- 2 Business Days

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### 1.3 Accuracy of Actual Loop Makeup Information Provided for DSL Orders

#### Definition:

The percent of DSL orders provisioned based upon accurate information from an AT&T Midwest loop qualification response for four categories: loop length, bridge, load, repeaters. Note that the only Loop Qualification restriction on YZP/AS IS orders is Loop Length. Therefore, the YZP/AS IS Level of Disaggregation below will only measure the accuracy of LMU for Loop Length. The other three categories will be reported for Diagnostic purposes. Identification of incorrect loop qualification response will be described in the Business Rule section below.

#### Exclusions:

- None

#### Business Rules:

This measure assesses whether AT&T Midwest is able to provide a loop in response to a CLEC order that, based upon the loop qualification information provided by AT&T Midwest in response to the CLEC request, correctly reflects the specifications communicated on the Loop Qualification response.

Outlined below is what will count as an inaccurate record in each criteria:

- **Loop Length:**
  - **YZP/AS IS:**

If Loop Makeup information says that the loop length is within YZP parameters (<17.5 kft), however the Loop is discovered to be outside of the parameters, AT&T will count this Loop Makeup as inaccurate.
  - **Standard Ordering (Non YZP/AS IS):**

When there is a published Loop Length specification as it pertains to either SPEC code or product availability, if the inaccurate record shows loop length within the published specification, when in reality they are not, AT&T will consider this an inaccurate LMU.
- **Bridge/Load/Repeater:**
  - **YZP/AS IS:**

If, during the YZP/AS IS trouble process, Load or Repeaters are discovered that were not accurately reflected in Loop Qualification at that time, AT&T will consider such record inaccurate. If, during the YZP/AS IS trouble process, Bridge Tap is found to be excessive that was not Excessive in Loop Makeup at that time, AT&T will consider such record inaccurate.
  - **Standard Ordering (Non YZP/AS IS):**

If Loop Qualification either shows a Load or Repeater exists when it does not, causing CLEC to update SPEC code, AT&T will consider such record inaccurate. If order completes, effect would be CLEC opens trouble ticket. If Loop Qualification either shows a Load or Repeater does not exist when it does, causing CLEC to update SPEC code. If order completes, CLEC would open trouble ticket.

Three activities will identify when an incorrect Loop Makeup was provided to the CLEC

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that inhibited provisioning of a DSL order:

- 1) A specific jeopardy will be sent (identifying the need for the CLEC to adjust the SPEC code to reflect the LMU of the loop actually available for provisioning),
- 2) An Installation trouble report will be opened (to remedy one of the four categories of loop qualification described above), or
- 3) A subsequent conditioning-only order was required for bridge, load or repeaters.

Included in the denominator are all DSL loop orders completed within the report period, along with all cancelled DSL loop orders for which a jeopardy is returned to CLECs indicating that specifications of the loop available for provisioning does not match the specifications provided on the Loop Qualification response. The numerator will include only those orders that complete without a jeopardy (as described above) being issued, without an installation trouble report (within 30 calendar days of service order completion) requiring conditioning to be added, and without a subsequent conditioning only order being required within 30 calendar days of service order completion.

The disaggregation for DSL orders that received a Reject message for fiber to the curb or PAIR GAIN/DLC found will be measured as follows: The denominator will be DSL orders completed in the reporting month and the numerator will be the DSL orders that were rejected for one of the two reasons noted above.

### Levels of Disaggregation:

DSL actual Loop Makeup Information provided:

- Manually
  - Standard Ordering (Non YZP/AS IS)
  - YZP/AS IS Loop length only
  - YZP/AS IS-bridge/load/repeaters (Diagnostic only)
- Electronically
  - Standard Ordering (Non YZP/AS IS)
  - YZP/AS IS Loop length only
  - YZP/AS IS-bridge/load/repeaters (Diagnostic only)
- DSL Orders that received a Reject Message

### Calculation:

(Number of DSL Loop orders installed without a related installation trouble report requiring conditioning, without a subsequent conditioning-only order, and without issuance of a jeopardy for loop qual data issue and the loop was not found to be too long) ÷ (Total DSL loop orders completed and DSL loop orders cancelled due to jeopardy for loop qual data) \* 100

### Report Structure:

Reported for –

- CLEC,
- All CLECs
- AT&T Midwest Affiliate

### Measurement Type:

Remedied

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### **Benchmark:**

- YZP/AS IS: Parity with AT&T Midwest DSL Affiliate
- Standard Ordering (Non-YZP/AS IS): 95% Benchmark
- Tier 1 Diagnostic for the YZP/AS IS-bridge/load/repeater disaggregation.
- % Completed DSL Orders that received a Reject Message: Diagnostic

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### 2. Percent Pre-Ordering Responses Received within “X” seconds

#### Definition:

The percent of responses completed in “X” seconds for pre-order interfaces (Web Verigate, EDI and CORBA).

#### Exclusions:

- None

#### Business Rules:

Timestamps for the interfaces (Web Verigate, EDI and CORBA) are taken at the AT&T Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the AT&T Pre-Order Adapter and stops at the date/time the AT&T Pre-Order Adapter passes the response back to the interfacing application (Web Verigate, EDI pre-order or CORBA).

The Time Searched Parameters for the pre-order transactions can be accessed in the following manner:

- [1] Go to CLEC Online, 2) Select CLEC handbook, 3) Select Handbook for Illinois, Indiana, Michigan, Ohio, Wisconsin,
- 4) Select OSS, 5) Select Operations Support Systems, 6) Select IL, IN, MI, OH, WI, 7) Select Time Searched Parameters.]

The response time is measured only within the published hours of interface availability as posted on the CLEC Online website. This information can be accessed in the following manner:

- [1] Go to CLEC Online, 2) Select CLEC Handbook, 3) Select Handbook for Illinois, Indiana, Michigan, Ohio, Wisconsin, 4) Select OSS, 5) Select Operations Support Systems, 6) Select Operating Hours, 7) Select OSS hours of Operation. [(The spreadsheet will show both scheduled availability by Preorder Interfaces and Regional Pre-order functionally (Backend). The hours of operation are the hours of scheduled availability within the pre-order functionality)]

For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the AT&T Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from AT&T Pre-Order Adapter and the end time is when the message is sent to the CLEC.

Where CLEC accesses AT&T Midwest – LEC’s systems using a non-AT&T required Service Bureau Provider, the measurement of AT&T Midwest – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.

#### Levels of Disaggregation:

- Address Verification
- Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions)
- Customer Service Inquiry (CSI) < = 30 WTNs (Also broken down for Lines as required for DID).

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- Customer Service Inquiry (CSI) > 30 WTNs/lines
- Service Availability
- Service Appointment Scheduling (Due Date)
- Dispatch Required
- PIC
- Actual Loop Makeup Information requested (5 or less loops searched)
- Actual Loop Makeup Information requested (greater than 5 loops searched)
- Design Loop Makeup Information requested (includes Pre-Qual transactions)
- Protocol translation time – EDI (includes input and output times) where the message size is less than or equal to 65K
- Protocol translation time – EDI (includes input and output times) where the message size is greater than 65K.
- Protocol translation time – CORBA (includes input and output times)
- Protocol translation time – Web Verigate (includes input and output times)

**Calculation:**

(# of responses within each time interval ÷ total responses) \* 100

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate where applicable (or AT&T Midwest acting on behalf of its' Affiliate).

**Measurement Type:**

Remedied

Subject to a Remedy Cap

**Benchmark:**

- No remedies will apply to Customer Service Inquiry (CSI) greater than 30 WTNs/lines
- No remedies will apply to Actual Loop Makeup Information requested (greater than 5 loops searched)
- No remedies will apply to Protocol Translation Times for EDI (includes input and output times) where the message size is greater than 65K.
- No remedies will apply to Protocol Translation Times for Web Verigate (includes input and output)

Measurement	Web Verigate, EDI and CORBA
<i>Address Verification</i>	95% in <= 20 seconds
Telephone Number Assignment (includes inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds



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Customer Service Inquiry < or = 30 WTNs/lines	95% in <= 15 seconds
Customer Service Inquiry > 30 WTNs/lines	95% in <= 60 seconds
Service Availability	95% in <= 13 seconds
Service Appointment Scheduling (Due Date)	95% in <= 5 seconds
Dispatch Required	95% in <= 19 seconds
PIC	95% in <= 25 seconds
Actual Loop Makeup Information requested (5 or less loops searched)	95% in <= 30 seconds
Actual Loop Makeup Information requested (greater than 5 loops searched)	95% in <= 60 seconds
Design Loop Makeup Information requested (includes Pre-Qual transactions)	95% in <= 15 seconds
Protocol Translation Time – EDI (includes input and output times) where message size is less than or equal to 65K	95% in <= 4 seconds
Protocol Translation Time – EDI (includes input and output times) where the message size is greater than 65K.	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <= 1 seconds
Protocol Translation Time – Web Verigate (input and output)	95% in <= 1 second

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### 4. OSS Interface Availability

#### **Definition:**

Percent of time OSS interface is available compared to scheduled availability.

#### **Exclusions:**

- Where CLEC accesses AT&T Midwest – LEC’s systems using a Service Bureau Provider, the measurement of AT&T Midwest – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.

#### **Business Rules:**

The total “number of hours functionality to be available” is the cumulative number of hours (by date and time on a 24 hour clock) over which AT&T Midwest plans to offer and support CLEC access to AT&T Midwest’s operational support systems (OSS) functionality during the reporting period. “Hours Functionality is Available” is the actual number of hours, during scheduled available time, that the AT&T Midwest interface is capable of accepting or receiving CLEC transactions or data files for processing through the interface and supporting operational support systems (OSS). The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the “Percent System Availability” measure. (AT&T Midwest will not schedule normal system maintenance during normal business hours (8:00 a.m. to 5:30 p.m. central time, Monday through Friday)).

When interfaces experience partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC. Determination of the availability factor is governed by AT&T Midwest’s Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever an interface experiences complete unavailability, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. AT&T Midwest shall calculate the availability time rounded to the nearest minute.

#### **Levels of Disaggregation:**

- EBTA
- EBTA GUI
- BOP-GUI (as it is implemented in the AT&T Midwest region)
- Web LEX
- EDI Ordering Protocols
- EDI VAN
- EDI SSL3
- NDM
- Web Verigate
- Web Toolbar
- ARAF
- EDI Pre-order
- CORBA Pre-order

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### **Calculation:**

$[(\text{Hours functionality is available during the scheduled available hours}) \div \text{Scheduled system available hours}] * 100$

### **Report Structure:**

- Reported on a total wholesale basis across the AT&T Midwest region (Company level reporting).

### **Measurement Type:**

None

### **Benchmark:**

- 99.5%

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### 5. Percent Firm Order Confirmations (FOCs) Returned Within “X” Hours/Days

#### Definition:

Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.

#### Exclusions:

- Rejected (manual and electronic) service requests.
- AT&T Midwest retail disconnect orders in conjunction with wholesale migrations.
- Service requests involving major Projects mutually agreed upon by CLECs and AT&T Midwest or as defined as Projects on the CLEC Online website.

[The steps for access to the above Project information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose Handbook for Illinois, Indiana, Michigan, Ohio, Wisconsin, 4) Select Ordering, 5) Select Standard Due Dates, 6) Select AT&T Midwest, 7) Select REQ type and Product.]

- Where CLEC accesses AT&T Midwest – LEC’s systems using a non-AT&T required Service Bureau Provider, the measurement of AT&T Midwest – LEC’s performance shall not include Service Bureau Provider processing, availability or response time.
- DSL orders rejected for incomplete or incorrect LSR.
- DSL orders denied for pair gain.
- Weekends and Holidays for FOCs reported in Manual Intervention disaggregations; Non-System Processing Hours for FOCs reported in Electronic/Electronic disaggregations.

#### Business Rules:

Orders are measured according to how the LSR is processed by AT&T Midwest (i.e., electronically or manually).

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, as posted on the Internet. If the receipt time is outside of normal business hours, then the start date/time is set to the beginning of the next business day.

#### Electronically Submitted Requests:

FOC business rules are established to reflect the electronic normal hours of operation, as posted on the Internet. For electronically processed service requests, the start date and time is the receive date and time that is automatically populated by the interface. The end date and time is recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

- LSRs Received and Processed Electronically: Hours used in the calculation are the hours of system availability. Time outside of the published hours of availability is excluded from the calculation.
  - If the LSR is received during scheduled system down time, the clock starts at the first scheduled time of system availability subsequent to the receipt date/time of the LSR.
  - If the FOC is sent during a scheduled system down time, the clock stops at the first

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scheduled time of system availability subsequent to the date/time the FOC was sent/made available to the CLEC.

- If both the LSR is received and the FOC is sent within a continuous uninterrupted down-time period and entirely outside the published hours of availability, the receipt to FOC interval will be one minute.

### **Manually Submitted and/or Manually Processed Requests:**

Manual requests are those initiated via the CLEC by fax. Manually processed requests include those manually submitted plus those electronically submitted that require manual intervention. The receive date and times are recorded and input on each request in the ordering system for each FOC opportunity. The end times are the dates and times the FOCs are sent back to the CLEC.

- Hours used in the calculation are the Local Service Center (LSC) hours of operation.
  - If a request is received Monday through Friday between 7:00 a.m. to 5:00 p.m., the valid start time will be the actual receipt time.
  - If the request is received Monday through Thursday after 5:00 p.m. and before 7:00 a.m. the next day, the valid start time will be the next business day at 7:00 a.m.
  - If the request is received Friday after 5:00 p.m. and before 7:00 a.m. Monday, the valid start time will be at 7:00 a.m. Monday.
  - If the request is received on a holiday (anytime), the valid start time will be the next business day at 7:00 a.m.
  - The returned confirmation to the CLEC will establish the end date/time. Where disaggregations reflect "clock hours" a 24-hour rolling clock will be used between 12:00 a.m. Monday and 11:59 p.m. Friday. Where disaggregations reflect "business hours" the time will be measured from 7:00 a.m. to 5:00 p.m. Monday through Friday CST.

When related LSR's are submitted the FOC clock will start with the receipt of the last related LSR (date/time), and will be based on the disaggregation with the longest FOC duration for any of the related LSR's. When a Related LSR is rejected the FOC clock for all Related LSRs will start with receipt of the SUP or last related LSR, whichever is later.

For a manual request that requires an associated loop qualification, the Start date and time is when the loop qualification is completed by OSP Engineering and is made available in the Loop Qual system. The End date and time is when the fax is sent back to the CLEC.

For orders where FOC times are negotiated with the CLEC, the entry on the service order is used in the calculation. The request type is determined from the order class and order type tables to report the various levels of disaggregation.

For DSL orders that require manual loop makeup information after the receipt of the LSR (CLEC did not request manual loop makeup information), the Start time for the FOC is the date and time the loop makeup information is available in the Loop Qual system. The End date and time is automatically recorded by the interface and reflects the date and time the FOC is sent/made available to the CLEC.

### **Manually and Electronically Submitted Requests:**

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For Interconnection Trunk Orders, AT&T Midwest will attempt to contact CLEC with questions on interconnection trunk orders at least 2 days prior to FOC due date. This process will be in place until AT&T Midwest institutes a reject process for these type orders.

### Levels of Disaggregation:

#### **Electronic/Electronic (Received and processed without Manual intervention)**

- All electronic/electronic
- Resale (residential and simple business combined)
- UNE loop (excluding DSL loops), with or without LNP
- DSL capable loops (including standalone loops)
- LNP only
- All other

#### **Manual Intervention (Required Manual processing, regardless how received)**

- Resale (residential and simple business combined)
- UNE loop (excluding DSL loops), with or without LNP
- DSL capable loops (including standalone loops)
- LNP only
- All Other (Includes order types that require manual submission)

### Calculation:

$(\# \text{ of FOCs returned within "X" hours/days} \div \text{total FOCs sent}) * 100$

### Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

### Measurement Type:

Remedied

Subject to a Remedy Cap

- All electronic-electronic disaggregations are combined to a summary level for remedy calculations.
- Individual electronic/electronic disaggregations are diagnostic and remedies do not apply.

### Benchmark:

**Electronic -**

- 95% within 1 hour for LSRs that were not subject to "reflow/held in queue" processing
- 95% within 3 hours for LSRs that were subject to "reflow/held in queue" processing

**Manual Intervention - 95% within the benchmarks defined below -**

- **Within 5 Hours for the following service types:**
  - UNE Loop (1-49 Loops)

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- Simple Res. and Bus.
- Switch Ports
- LNP Only Simple Residence and Business (1-19 Lines)
- LNP with Loop (1-19 Loops)
  
- **Within 6 Hours for the following service types:**
  - UNE xDSL Capable Loop (1-19 Loops)
  
- **Within 14 Hours for the following service types:**
  - UNE xDSL Capable Loop (> 19 Loops)
  
- **Within 24 Hours for the following service types:**
  - Complex Business (1-200 Lines)
  - Simple Res. And Bus. – Manually Submitted
  - UNE Loop (1-49 Loops) -- Manually Submitted
  - Switch Ports – Manually Submitted
  - CIA Centrex (1-200 Lines)
  - UNE xDSL Capable Loop (1-49 Loops)
  - LNP Only Simple Residence and Business (1-19 Lines) – Manually Submitted
  - LNP with Loop (1-19 Loops) – Manually Submitted
  - LNP Complex Business (1-19 Lines)
  - Complex Business (1-200 Lines)
  - EELs
  
- **Within 48 Hours for the following service types:**
  - Complex Business (>200 Lines)
  - UNE Loop (>49 Loops)
  - CIA Centrex (>200 Lines)
  - UNE xDSL Capable Loop (> 49 Loops) – Manually Submitted
  - LNP Only Simple Residence and Business (>19 Lines)
  - LNP with Loop (>19 Loops)
  - LNP Complex Business (>19 Lines)
  - UNE Loop (>49 Loops)
  - LNP Only Simple Residence and Business (>19 Lines)
  - LNP with Loop (>19 Loops)
  - LNP Complex Business (>19 Lines)
  
- **Within 6 Days for the following service types:**
  - Interconnection Trunks (< 5 DS1) < 6 days
  
- **Within 8 Days for the following service types:**
  - Interconnection Trunks (>= 5 DS1) and all orders identified as part of a project < 8 days

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### 6. Notification Timeliness

#### **Definition:**

Percent Completions (“SOCs”)/Line Loss Notifications (“LLNs”)/Post to Bill (“PTB”)/Reject notices sent/made available within “X” hours/days as described below.

#### **Exclusions:**

##### For All Notices

- Where CLEC accesses AT&T Midwest systems via a Service Bureau Provider, the measurement of AT&T Midwest’s performance shall not include Service Bureau Provider processing, availability or response time.

##### Completions/LLNs

- CLEC caused misses or delays

##### LLNs

- Orders for which Line Loss Notifications are not provided

##### PTBs

- Orders for which Post To Bill notifications are not provided
- Access Service Orders billed through CABS
- Interconnection Trunk Orders.

##### Rejects

- Service requests involving projects mutually agreed upon by AT&T Midwest and the CLEC or as defined as Projects on the CLEC Online website.

[The steps for access to the above Project information are: 1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose Handbook for Illinois, Indiana, Michigan, Ohio, Wisconsin, 4) Select Ordering, 5) Select Standard Due Dates, 6) Select AT&T Midwest, 7) Select REQ type and Product.]

#### **Business Rules:**

Measured notifications are Service Order Completions (SOC), Line Loss Notification (LLN), Post To Bill Notification (PTB) and Rejects.

##### Service Order Completions (SOC):

Calculation starts at completion of work to provision the requested services, and ends when the notice is sent or made available to the CLEC. The date that the last service order associated with the request is provisioned is the work completion date. Standards are documented in the matrix below. The calculation is based on LSC business days.

<b>Mechanized Completion</b>
Within 1 LSC Business day

##### Line Loss Notification (LLN):

Calculation starts at completion of work to provision the requested services (date customer is switched to new carrier), and ends when the notice is sent or made available to the CLEC. The completion date is the date the last service order associated with the winning



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carrier's service request is provisioned, based on business days, using a full 24-hour day. This measure includes all product/ordering scenarios for which loss notifications are to be sent, in accordance with the information documented on the CLEC OnLine website, including retail winbacks. The standard is documented in the matrix below.

<b>Line Loss Notification</b>
Within 1 business day

### Post To Bill Notification (PTB):

Calculation starts at completion of work to provision the requested services, and ends when the notice is sent or made available to the CLEC. The date that the last service order associated with the request is provisioned is the work completion date. Standard is for the PTB to be sent within eight (8) business days.

<b>Post To Bill Notification</b>
Within 8 business day

### Rejects:

Calculation starts at the date/time of receipt of the LSR, and ends at the date/time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of method of submission/processing (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual.

When a Related LSR is rejected, and a subsequent SUP is not received in four (4) business hours, all related LSRs will be rejected. The Reject start date/time for the Related LSRs is the Reject date/time of the initial LSR Reject plus four (4) business hours.

<b>Rejects</b>
Mechanized (a/a): Within 2 business hours
Manual received electronically (a/m): Within 8 business hours
Manual received manually (m/m): Within 24 clock hours

For all notification types that are in response to a request from the CLEC, if the receipt time of a request is outside of normal AT&T business/system hours, the start date/time is set to the beginning of the next AT&T business day/scheduled system availability. If the request is related to other requests (all requests must be received in order to generate the proper response) the time of receipt of the latest received request will apply to all related requests.

### **Levels of Disaggregation:**

#### SOC

- All Mechanized Completions (Total of disaggregations below)

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- Resale
- UNE
- LNP Only
- Other

### LLN

- All Mechanized (Total of disaggregations below)
  - AT&T Winback (AT&T Retail is the “winning” carrier, CLEC is “losing” carrier)
  - CLEC-to-CLEC (CLEC A is “winning” carrier, CLEC B is “losing” carrier)

### PTB

- None

### Rejects

- Mechanized Rejects (A/A)
- Manual Rejects Received Electronically (A/M)
- Manual Rejects Received Manually (M/M)

### **Calculation:**

(# of notifications returned within specified standard ÷ total notifications returned) \* 100

### **Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

### **Measurement Type:**

Remedied

Subject to a Remedy Cap for Completions and Rejects

### **Benchmark:**

#### Mechanized Completions:

- 97% within specified standard for the aggregate of all disaggregations.
- Remedies paid on the aggregate only in each State.
- Individual disaggregations are diagnostic and remedies do not apply.

#### Rejects:

- 95% within the specified standard

#### LLN:

- 97% within specified standard.
- Remedies apply only to the “All” disaggregation.
- AT&T Winback and CLEC to-CLEC results are not separately subject to remedies

#### PTB:

- 95% within specified standard.

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### 12. Mechanized Provisioning Accuracy

**Definition:**

Percent of mechanized orders completed as ordered.

**Exclusions:**

- Where CLEC accesses AT&T Midwest – LEC's systems using a non-AT&T required Service Bureau Provider, the measurement of AT&T Midwest – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

**Business Rules:**

This measurement compares the USOCs ordered on a mechanized order, to the copy of the order which updates the customer billing database.

**Levels of Disaggregation:**

- None

**Calculation:**

$(\# \text{ of orders completed as ordered} \div \text{total orders}) * 100$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

**Measurement Type:**

None

**Benchmark:**

- Parity

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### 13. Order Process Percent Flow Through

#### Definition:

Percent of orders from receipt to distribution that progress mechanically through to AT&T Midwest provisioning systems.

#### Exclusions:

- Orders both electronically generated and rejected.
- Manually received orders
- Where CLEC accesses AT&T Midwest – LEC's systems using a non-AT&T required Service Bureau Provider, the measurement of AT&T Midwest – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

#### Business Rules:

The number of eligible orders that flow through AT&T Midwest's ordering systems without manual intervention, divided by the total number of eligible electronically generated orders within the reporting period. Manually intervened orders that are electronically generated are considered failed pass-through. Orders that fall out after receipt, but are not rejected back to CLEC due to CLEC caused errors will be included as failed pass-through occurrences. This measure includes orders designed to flow through only.

#### Levels of Disaggregation:

- UNE Loops (includes Loop with LNP, LNP, and LSNP with all other UNE Loops)
- Other (Resale, and any other products not reported in UNE Loops)

#### Calculation:

$(\# \text{ of orders that flow through} \div \text{total eligible electronic orders}) * 100$

#### Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

#### Measurement Type:

None

#### Benchmark:

- 95% for UNE Loops
- 90% for All Other

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### 13.1 Total Order Process Percent Flow Through

**Definition:**

Percent of EDI orders from entry to distribution that progress through AT&T Midwest ordering systems without manual intervention.

**Exclusions:**

- Rejected orders.
- Where CLEC accesses AT&T Midwest – LEC's systems using a non-AT&T required Service Bureau Provider, the measurement of AT&T Midwest – LEC's performance shall not include Service Bureau Provider processing, availability or response time.

**Business Rules:**

The number of orders that flow through AT&T Midwest's ordering systems and are distributed in the Service Order System without manual intervention, divided by the total number of orders submitted via EDI within the reporting period.

**Levels of Disaggregation:**

- Resale
- UNE Loops
- LNP
- LSNP

**Calculation:**

$(\# \text{ of orders that flow through} \div \text{total orders}) * 100$

**Report Structure:**

Reported by -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

None

**Benchmark:**

- Diagnostic

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### MI 2. Percentage of Orders Given Jeopardy Notices Within 24 Hours of the Due Date

#### Definition:

Percentage of Orders Given Jeopardy Notices within 24 hours of the Due Date. Measures the percentage of 870s sent less than 24 hours (1 day) prior to the due date.

#### Exclusions:

- CLEC/End User Initiated Jeopardy Codes.
- Weekends and Holidays
- Orders that fall into, or are completed thru, the RNM process
- Orders received from CLEC and due on same day (excluded from the numerator).
- Jeopardy Notices sent on or after the due date.
- Earlier offered due dates for NFW orders only.

#### Business Rules:

An 870 is a jeopardy notice that is sent to the CLEC to notify them that an order's due date is in jeopardy of being missed. Consider "24 hours" as 1-day. The measure is calculated using business days only (i.e., Monday-Friday). Unsolicited FOCs will be counted as Jeopardies. The calculation is based on 870 notices sent during system processing hours. The response time is measured only within the published hours of interface availability as posted on the CLEC Online website.

[This information can be accessed in the following manner:

1) Go to CLEC Online, 2) Select CLEC Handbook, 3) Choose Handbook for Illinois, Indiana, Michigan, Ohio, Wisconsin, 4) Select OSS, 5) Select Operations Support Systems, 6) Select Operating Hours, 7) Select OSS Hours of Operation. (The spreadsheet portion shows the interface hours while the footnote will show the processing hours for each region.)]

Any jeopardy notification that cannot be definitively determined as not being sent prior to 24 hours before the due date, on or between, or after the due date, is included in the numerator.

#### Levels of Disaggregation:

- Resale POTS
  - Field Work (FW)
  - Non-Field Work (NFW)
- Resale Specials
  - Field Work (FW)
  - Non-Field Work (NFW)
- Unbundled Loops
  - Field Work (FW)
  - Non-Field Work (NFW)

#### Calculation:

$$\left[ \frac{(\# \text{ of orders receiving an 870 within 24 hours prior to the due date})}{(\text{Total orders receiving an 870 in the report month})} \right] * 100$$

#### Report Structure:

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Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate.

### **Measurement Type:**

Remedied

### **Benchmark:**

- Less than or equal to 5% within the specified standard.

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**CLEC WI 1    Average Delay in Original FOC Due Dates Due From RNM  
Notification 5A**

**Definition:**

Measures average due date delay for UNE orders that receive RNM Notification 5A.

**Exclusions:**

- Weekends and Holidays
- The portion of the delay caused by the CLEC (i.e. waiting for the CLEC response.)

**Business Rules:**

Average Delay is measured from original FOC due date to the revised due date provided to the CLEC as a result of the RNM Notification 5A.

**Levels of Disaggregation:**

- None

**Calculation:**

$\sum (\text{Revised Due Date} - \text{Original FOC Due Date}) \div (\text{Total number of UNE orders receiving RNM Notification 5A})$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

None

**Benchmark:**

- Diagnostic



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**CLEC WI 9 RNM Process: Percent Quotes Returned Within 5 Business Days**

**Definition:**

Measures the percentage of quotes returned to the CLEC within five business days of receipt of the RNM Quote Form by the LSC.

**Exclusions:**

- Weekends and Holidays

**Business Rules:**

Measured from the time the complete and accurate RNM Quote Form is received by the LSC to the time the LSC provides the RNM Quote back to the CLEC.

**Levels of Disaggregation:**

- None

**Calculation:**

$(\# \text{ of RNM Quotes Provided to the CLEC within 5 Business Days} \div \text{Total \# RNM Quotes Sent/Made Available}) * 100$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- 95% within 5 business days

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### Billing

#### 126. Bill Accuracy

##### **Definition:**

The percent of the total amount due for the current bill period that does not result from adjustment for billing errors that occurred in a prior bill period.

##### **Exclusions:**

- None

##### **Business Rules:**

The scope of this PM includes all Local and Collocation CLEC bills generated from the CABS billing system. The denominator consists of the total amount due for the current bill period (excludes past due amounts) from each CLEC bill. The denominator includes the impact of all adjustments, credit or debit, that are on the bill. The numerator consists of the denominator less the absolute value of those adjustments applied to correct for billing errors that occurred in previous bill periods. Adjustments applied that reflect correct billing, rather than corrections to prior billing error, will be reported as correct billing and will be included in the numerator.

This PM will be reported 3 months in arrears to allow for the completion of reviews and categorizations of data prior to releasing results. These reviews and categorizations will require human involvement. As an example, January results would be reported in May, three months later ("in arrears") than January results for other performance measures, which are reported in February.

Where a correction for a billing error requires issuance of offsetting debit and credit adjustments on the bill, the net impact of these offsetting adjustments will be applied. The absolute value of the net impact will be deducted from the numerator.

##### **Levels of Disaggregation:**

- None

##### **Calculation:**

(Total amount due for current bill period -  $\Sigma$ (absolute value(dollar value of individual adjustments due to billing errors)))  $\div$  total amount due) \* 100

##### **Report Structure:**

Reported for -

- CLEC
- All CLECs

##### **Measurement Type:**

None

##### **Benchmark:**

- 95% applicable to State results only.
- Tier 1 results will remain diagnostic (no standard will be defined).

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**CLEC BLG-3      Percent of Billing Claim Resolution Notifications  
Sent/Made Available within 30 Business Days**

**Definition:**

Measures the percent of time that AT&T Midwest sends/makes available claims resolution notifications to the CLEC within 30 business days of receipt by AT&T Midwest.

**Exclusions:**

- Claims on invoices greater than 4 months old
- Rejected Claims
- Duplicate Claims
- Claims received on non-standard forms
- Holidays and weekends
- JEP Time
- Access and LSB Billing claims

Exclusion definitions are detailed on CLEC Online and can be found in the Billing Adjustments and Claims section of the CLEC Online Handbook at <https://clec.att.com/clec/hb/>.

**Business Rules:**

The purpose of this measure is to track the percentage of billing claims resolution notifications sent/made available within 30 business days. Day of receipt (not date of acknowledgement) shall be considered Day zero (0) for computing resolution performance. The end time is the date the resolution is sent to the CLEC via email or the day the acknowledgment is posted to the website for claims sent through the Electronic Exchange of Claims (ExClaim) on-line application. These acknowledgements are made available through the ExClaim batch process and can be viewed by the CLEC the next business day.

Any valid Local claims sent to the e-mail address of [AICS-TC.Billing@att.com](mailto:AICS-TC.Billing@att.com) or through ExClaim will be included. Any claims that are incorrectly sent to this e-mail address will be rejected.

Any valid Collocation claims sent to the e-mail address of [AITCBLCL@att.com](mailto:AITCBLCL@att.com) or through ExClaim will be included. Any claims that are incorrectly sent to this e-mail address will be rejected.

**Levels of Disaggregation:**

- Local Billing Claims (excluding negotiated projects)
- Collocation Billing Claims (excluding negotiated projects)
- Negotiated projects:
  - % sent within 0-30 days
  - % sent within 31-60 days
  - % sent within 61-90 days
  - % sent within 91-120 days
  - % sent in more than 120+ days

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### Calculation:

(# of billing claim items resolution notices sent/made available within 30 business days ÷ total # of billing claim item resolution notices sent/made available) \* 100

### Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

### Measurement Type:

Remedied

### Benchmark:

- Local Billing Claims (excluding negotiated projects) 95% within specified standard. Remedy at per occurrence with a Remedy CAP.
- Collocation Billing Claim (excluding negotiated projects) - Diagnostic
- Negotiated Projects - Diagnostic only. This disaggregation is for project performance display only and will not have a benchmark or remedy.

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**Miscellaneous Administrative**

**22. Call Center Grade Of Service (GOS)**

**Definition:**

Percent of calls answered within 'X' seconds.

**Exclusions:**

Local Service Center (LSC) and Mechanized Customer Production Support Center (MCPSC)

- Weekends and Holidays

MCPSC

- Outside normal business hours as defined on CLEC OnLine

Local Operations Center (LOC)

- None

**Business Rules:**

The clock starts when the customer enters the queue and the clock stops when an AT&T Midwest representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the AT&T Midwest call management system queue until the CLEC customer call is transferred to AT&T Midwest personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period.

Service Center	"X" Seconds
LSC	20 seconds
LOC	20 seconds
MCPSC	120 seconds

**Levels of Disaggregation:**

LSC:

- Resale
- UNE
- DSL

LOC:

- Maintenance
- Provisioning

MCPSC:

- None

**Calculation:**

(# of calls answered by the call center within a specified period of time ÷ Total calls answered) \* 100

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### Report Structure:

#### LSC:

- All calls to the LSC for all CLECs (aggregated)
- AT&T Midwest (Reported at the Company level.)

#### LOC:

- All calls to the LOC for all CLECs (aggregated)
- AT&T Midwest (Reported at the Company level)

#### MCPSC:

- AT&T Midwest only, on a regional basis (Reported at the Company level)

### Measurement Type:

None

### Benchmark:

#### LSC:

- Parity with AT&T Midwest Retail

#### LOC:

- Maintenance = Parity with AT&T Midwest Retail
- Provisioning = 90%

#### MCPSC:

- 95%

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**Provisioning**

**29. Percent AT&T Midwest Caused Missed Due Dates**

**Definition:**

Percent of orders/circuits where installation was not completed by the due date as a result of an AT&T Midwest caused missed due date.

**Exclusions:**

- Orders that are not N, T, or C.
- CLEC caused and/or end-user caused misses excluded from the numerator.
- Facility misses as counted in CP-30.
- Official Company Services from Retail.
- For LNP Only and Loop with LNP – NPAC caused delays unless caused by AT&T.
- For LNP Only - CLEC requested due dates less than 3 business days.
- Premature disconnects for LNP Only and Loop with LNP Coordinated Conversion orders.

**Business Rules:**

For all disaggregations except LNP, the numerator includes orders completed after the Due Date, due to an AT&T Midwest cause. The denominator includes all orders completed in the reporting month.

When AT&T Midwest reschedules the original due date based on an AT&T Midwest “miss cause” (e.g., unsolicited FOC), the order will be measured against the original due date.

An unsolicited FOC occurs anytime AT&T unilaterally modifies the original due date.

The number of orders canceled after an AT&T-caused missed due date is included in both the numerator and denominator for this calculation for POTS, Resold Specials, and UNEs/EELS. See LNP below for additional inclusions for the LNP disaggregations.

**Resale POTS**

This measurement is reported at the order level.

**Resold Specials**

This measurement is reported at a circuit level for Specials.

**UNEs/EELS**

This measurement is reported at a circuit level for all UNEs.

**LNP**

Premature Disconnects (when translations are released prior to the order due date) will count as a miss for the LNP Only and Loop with LNP (premature disconnects) disaggregations.

- For LNP-Only, the denominator includes all completed LNP Only orders, and the

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numerator includes the LNP Only orders that are either disconnected early or miss the order due date due to an AT&T-Midwest cause. An order will be counted as a miss only once, as it is only counted once in the denominator

- The Loop with LNP (premature disconnects) disaggregation applies only to Loop with LNP orders. The denominator includes all completed Loop with LNP orders, and the numerator includes the Loop with LNP orders that are disconnected early. An order will be counted as a miss only once, as it is only counted once in the denominator.
- The Loop with LNP disaggregation counts all Loop with LNP circuits installed, and identifies those that missed the due date. The denominator includes all completed Loop with LNP circuits, and the numerator includes the Loop with LNP circuits that missed the order due date due to an AT&T-Midwest cause.

### Interconnection Trunks

This measurement is reported at a circuit level for all Interconnection Trunks.

### **Levels of Disaggregation:**

1. Resale POTS - Business
  - No Field Work
  - Field Work
2. Resale POTS - Residence
  - No Field Work
  - Field Work
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

UNEs:

4. 8.0dB Loops (stand alone)
5. BRI loops
6. ISDN BRI ports
7. Analog Switch ports
8. DSL Loops
9. DS1 Loops
10. DS3 Loops
11. EELS
  - Analog
  - Digital
12. Interconnection Trunks (All)
13. LNP only
14. Loop with LNP
15. Loop with LNP (premature disconnects)

### **Calculation:**

$$\frac{([\# \text{ of orders/circuits not completed by the due date}] \text{ or } [\text{premature disconnects for LNP Only and Loop with LNP premature disconnects}] + \text{orders/circuits canceled after the due date as a result of an AT\&T Midwest cause})}{(\text{total orders/circuits completed in the month} + \text{orders/circuits canceled after the due date as a result of an AT\&T Midwest cause})} * 100$$



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Note: If a premature disconnect has been counted as a miss for an order/circuit, a subsequent miss for due date or an order cancellation will not be included in the calculation.

### Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

### Measurement Type:

Remedied

### Benchmark:

- Resale POTS Field Work Parity compared to AT&T Midwest Retail Field Work (N, T, C order types), Business and Residence respectively.
- Resale POTS No Field Work not to exceed 3%.
- Resold Specials Parity with AT&T Midwest Retail Specials
- Not to exceed 5% for Interconnection Trunks
- Not to exceed 2% for LNP Only misses and Loop with LNP (premature disconnects).
- Not to exceed 5% for Loop with LNP orders.

UNEs:

#### Parity:

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
  - Analog
  - Digital

#### Retail Comparison:

- POTS FW(Res and Bus combined)
- ISDN BRI
- ISDN BRI
- VGPL
- Not to exceed 5%
- Retail DS1
- Retail DS3
  
- Retail VGPL
- Retail DS1

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### 30. Percent AT&T Midwest Missed Due Dates Due To Lack Of Facilities

#### **Definition:**

Percent AT&T Midwest missed committed due dates due to lack of facilities.

#### **Exclusions:**

- Orders that are not N, T, or C.
- No Field Work (NFW) Orders
- Interconnection Trunks
- Official Company Services from Retail

#### **Business Rules:**

Includes orders with a completion date that is greater than the due date based on an AT&T Midwest missed reason code for lack of facilities. This measurement is reported at an order level for Resale POTS, and at a circuit level for Resold Specials and UNEs. Any unsolicited FOCs which modify the due date count as a missed due date.

#### **Levels of Disaggregation:**

1. Resale POTS - Business
2. Resale POTS – Residence
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

#### UNEs:

4. 8.0dB Loops (stand alone)
5. BRI Loops
6. ISDN BRI ports
7. Analog Switch Ports
8. DSL Loops
9. DS1 Loops
10. DS3 Loops
11. EELS
  - Analog
  - Digital

#### **Calculation:**

$(\# \text{ of orders/circuits with missed due dates due to lack of facilities} \div \text{total orders/circuits installed}) * 100$

#### **Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

#### **Measurement Type:**

Remedied

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### **Benchmark:**

- Resale POTS Parity compared to AT&T Midwest Retail (N, T, and C order types), Business and Residence respectively.
- Resold Specials Parity with AT&T Midwest Retail Specials

UNEs:

#### **Parity:**

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
  - Analog
  - Digital

#### **Retail Comparison:**

POTS FW(Res and Bus combined)  
ISDN BRI  
ISDN BRI  
VGPL  
Not to exceed 5%  
Retail DS1  
Retail DS3  
  
Retail VGPL  
Retail DS1

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### 35. Percent Trouble Reports Within 30 Days (I-30) of Installation

#### **Definition:**

Percent of electronic or manual trouble reports received on or within 30 calendar days of service order completion.

#### **Exclusions:**

- Subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.
- Official Company Services from Retail.
- All disposition codes "11", "12", "13" and "14" trouble reports (excludable reports).
- Reports caused by customer provided equipment (CPE) or wiring.
- Trouble tickets coded to Interexchange Carrier/Competitive Access Provider, and Information reports.
- Trouble report received on the due date before service order completion.
- Orders that are not N, T, or C.
- Interconnection Trunks
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble.
- CLEC-caused errors.
- NPAC-caused errors unless caused by AT&T.
- Stand Alone LNP Orders with more than 500 number activations.

#### **Business Rules:**

##### Resale POTS

Includes reports received the day that AT&T Midwest personnel complete the service order through 30 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. The numerator is the number of trouble reports received on or within 30 calendar days after service order completion and closed within the reporting month.

##### Resold Specials

A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It may not be a repeat report and must be a measured report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. The denominator for this measure is the total count of circuits installed within the reporting month. The numerator is the number of trouble reports received on or within 30 days of service order completion and closed within the reporting month.

##### UNES/EELS

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A trouble report is counted if it is received on or within 30 calendar days of a service order completion. The service order which generated the report must be an "add" to be counted. It may not be a repeat report. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month.. The numerator is the number of trouble reports received on or within 30 calendar days of service order completion for all UNEs.

### LNP

Includes LNP trouble reports received the day AT&T personnel complete the service order through 30 calendar days after completion. The denominator for this measure is the total count of LNP lines on orders posted within the reporting month. The numerator is the number of LNP trouble reports received on or within 30 calendar days after service order completion and closed within the reporting month. Both Loop with LNP and LNP Only are captured in the LNP disaggregation.

### **Levels of Disaggregation:**

1. Resale POTS - Business
  - o Field Work (FW)
  - o No Field Work (NFW)
2. Resale POTS - Residence
  - o Field Work (FW)
  - o No Field Work (NFW)
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

UNEs:

4. 8.0dB Loops (stand alone)
5. BRI loops
6. ISDN BRI ports
7. Analog Switch Ports
8. DSL Loops
9. DS1 Loops
10. DS3 Loops
11. EELS
  - o Analog
  - o Digital
12. LNP (Loop with LNP and LNP Only)

### **Calculation:**

(Count of initial electronic and manual trouble reports issued on or within 30 calendar days after service order completion ÷ total orders/circuits/LNP lines) \* 100

### **Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest

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- AT&T Midwest Affiliate

### Measurement Type:

Remedied

### Benchmark:

- Resale POTS Field Work Parity compared to AT&T Midwest Retail Field Work (N, T, C order types), Business and Residence respectively.
- Resale POTS No Field Work Parity compared to AT&T Midwest Retail No Field Work (N, T, C order types), Business and Residence respectively.
- Resold Specials: Parity with AT&T Midwest Retail Specials.
- LNP: Parity with AT&T Midwest Retail POTS – No Field Work.

UNEs:

#### Parity:

- 8.0 dB Loops(stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
  - Analog
  - Digital

#### Retail Comparison:

POTS (Res and Bus combined)  
ISDN BRI  
ISDN BRI  
VGPL  
Not to exceed 6%  
Retail DS1  
Retail DS3  
  
Retail VGPL  
Retail DS1

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### Maintenance

#### 37.1 Trouble Report Rate Net of Installation and Repeat Reports

##### **Definition:**

The number of electronic or manual CLEC customer trouble reports due to an AT&T Midwest cause, exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.

##### **Exclusions:**

- Trouble reports caused by customer provided equipment (CPE) or wiring.
- All disposition "11", "12", "13" and "14" trouble reports.
- Trouble reports included in CP-35 (Installation).
- Trouble reports included in CP-41 (Repeat Reports).
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble.
- Trouble tickets coded to Interexchange Carrier/Competitive Access Provider, and Information reports.
- Official Company Services from Retail.

##### **Business Rules:**

All CLEC and AT&T Midwest repair reports are entered into and tracked in the Trouble Management System. Reports are counted in the month they post as closed in the Trouble Management System.

##### **Levels of Disaggregation:**

1. Resale POTS - Business
2. Resale POTS - Residence
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

##### UNEs:

4. 8.0dB Loops (stand alone)
5. BRI loops
6. ISDN BRI ports
7. Analog switch ports
8. DSL Loops
  - With Line Sharing
  - Without Line Sharing
9. DS1 Loops
10. DS3 Loops
11. EELS
  - Analog
  - Digital
12. Interconnection Trunks (All)

##### **Calculation:**

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((Total number of customer trouble reports – (installation + repeat reports)) ÷ (Total lines or circuits in service ÷ 100))

### Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

### Measurement Type:

Remedied

### Benchmark:

- Resale POTS – Parity with AT&T Midwest Retail, Business and Residence respectively.
- Resold Specials Parity with AT&T Midwest Retail Specials.

UNEs:

#### Parity:

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
  - With Line Sharing
  - Without Line Sharing
- DS1 Loops
- DS3 Loops
- EELs
  - Analog
  - Digital
- Interconnection Trunks

#### Retail Comparison:

POTS (Res and Bus combined)  
ISDN BRI  
ISDN BRI  
VGPL  
  
AT&T Midwest Affiliate  
Not to exceed 3.0  
Retail DS1  
Retail DS3  
  
Retail VGPL  
Retail DS1  
Inter-office Trunks



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### 38. Percent Missed Repair Commitments

#### Definition:

Percent of CLEC trouble reports not cleared by the commitment time due to AT&T Midwest reasons.

#### Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Reports caused by customer provided equipment (CPE) or wiring.
- Trouble tickets coded to Interexchange Carrier/Competitive Access Provider, and Information reports.
- All disposition codes "11", "12", "13" and "14" trouble reports (excludable reports).
- Official Company Services from Retail.
- No Access Time
- CLEC Extended Commitment Time

#### Business Rules:

##### Resale POTS

The negotiated commitment date/time is established when the repair report is received by AT&T Midwest. The cleared time is the date/time that AT&T Midwest personnel clear the repair activity in the work and force systems. If the trouble is cleared after the commitment time, the report is flagged as a "Missed Commitment."

##### UNE Loops

The commitment time for 8.0dB loops is 24 hours. This measure counts Trouble Reports where the cleared date and time minus the receive date and time is greater than (>) 24 hours. UNEs are selected based on a specific service code off of the circuit ID. Trouble reports are counted in the month in which they are closed.

#### Levels of Disaggregation:

##### Geographic

1. Resale POTS
  - Business class of service
    - Dispatch
    - No Dispatch
  - Residence class of service
    - Dispatch
    - No Dispatch
2. 8.0dB Loops (stand alone)
3. DSL Loops with Line Sharing
4. DSL Loops without Line Sharing

#### Calculation:

(# of trouble reports not cleared by the commitment time ÷ total trouble reports) \* 100

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### Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

### Measurement Type:

Remedied

### Benchmark:

- Resale POTS – Parity with AT&T Midwest Retail, Business and Residence, respectively.
- 8.0 dB Loop – Parity with AT&T Midwest POTS Residence and Business combined
- DSL Loops with Line Sharing – Parity with AT&T Midwest Affiliate
- Not to exceed 5% for DSL Loops without Line Sharing

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### 39. Mean Time to Restore Interval

#### **Definition:**

##### Resale POTS/Resold Specials:

Average duration of CLEC trouble reports from the receipt of the trouble report by AT&T Midwest to the time the trouble report is cleared by AT&T Midwest.

##### UNEs/EELs:

Average duration of network customer trouble reports from the receipt of the trouble report by AT&T Midwest to the time the trouble report is cleared by AT&T Midwest.

##### Interconnection Trunks:

Average duration to repair customer interconnection trunks trouble reports from the receipt of the trouble report by AT&T Midwest to the time the trouble report is cleared by AT&T Midwest, based on calendar days.

##### NXX:

Average duration of customer NXX trouble reports from the receipt of the trouble report by AT&T Midwest to the time the trouble report is cleared by AT&T Midwest.

#### **Exclusions:**

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Reports caused by customer provided equipment (CPE) or wiring.
- All disposition codes "11", "12", "13" and "14" trouble reports (excludable reports).
- CLEC Extended Commitment Time
- Trouble tickets coded to Interexchange Carrier/Competitive Access Provider, and Information reports
- Official Company Services from Retail.
- No Access Time.
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridge tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridge taps are determined to be the cause of trouble.

#### **Business Rules:**

The clock starts on the date/time AT&T Midwest receives a trouble report. The clock stops on the date/time that AT&T Midwest clears the repair activity (trouble report) in WFA, and for Interconnection Trunks and NXX reports, notifies the CLEC of service restoral.

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### Levels of Disaggregation:

(All disaggregations, except NXX, Resold Specials and Interconnection Trunks, will be reported for Dispatch and No Dispatch)

1. Resale POTS - Business
  - o Service Affecting
  - o Out of Service
2. Resale POTS - Residence
  - o Service Affecting
  - o Out of Service
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

UNEs:

4. 8.0dB Loops (stand alone)
5. BRI loops
6. ISDN BRI ports
7. Analog switch ports
8. DSL Loops
  - o With Line Sharing
  - o Without Line Sharing
9. DS1 Loops
10. DS3 Loops
11. EELS
  - o Analog
  - o Digital
12. Interconnection Trunks (All)
13. NXX

### Calculation:

$$\frac{\sum [(Date/time AT\&T Midwest clears trouble report) - (Date/time trouble report is received)]}{Total\ trouble\ reports}$$

### Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

### Measurement Type:

Remedied

### Benchmark:

- Resale POTS Dispatch Parity compared to AT&T Midwest Retail Dispatch, Business and Residence respectively.
- Resale POTS No Dispatch Parity compared to AT&T Midwest Retail No Dispatch Business and Residence respectively.
- Resold Specials Parity with AT&T Midwest Retail Specials.
- Interconnection Trunks and NXX Parity with AT&T Midwest Retail.

UNEs:

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### Parity:

- 8.0 dB Loops(stand alone) dispatch
- 8.0 dB Loops(stand alone) nondispatch
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
  - With Line Sharing
  - Without Line Sharing
- DS1 Loops
- DS3 Loops
- EELs
  - Analog
  - Digital

### Retail Comparison:

POTS FW(Res and Bus combined)  
POTS NFW(Res and Bus combined)  
ISDN BRI  
ISDN BRI  
VGPL  
  
AT&T Midwest Affiliate  
Not to exceed 9 hours  
Retail DS1  
Retail DS3  
  
Retail VGPL  
Retail DS1



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**40. Percent Out Of Service (OOS) < 24 Hours**

**Definition:**

Percent of OOS trouble reports cleared in less than 24 hours.

**Exclusions:**

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- All disposition codes “11”, “12”, “13” and “14” trouble reports (excludable reports).
- Affecting Service reports.
- No Access Time.
- CLEC Extended Commitment Time.
- Official Company Services from Retail.
- Resold Specials and Interconnection Trunks
- Non-measured reports (CPE, Interexchange and Information reports).

**Business Rules:**

Utilize state specific Business Rule or Standard clock hours as appropriate.

**Levels of Disaggregation:**

Geographic

Resale POTS

- Business class of service
- Residence class of service

UNE 8.0dB Loop

**Calculation:**

$(\# \text{ of OOS trouble reports } < 24 \text{ hours } \div \text{ total } \# \text{ of OOS trouble reports}) * 100$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- POTS – Parity with AT&T Midwest Retail, Business and Residence respectively.
- 8.0dB Loops – Parity with AT&T Midwest POTS, Business and Residence combined.

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### 41. Percent Repeat Reports

#### Definition:

Percent of customer trouble reports received within 30 calendar days of a previous customer report.

#### Exclusions:

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- All disposition codes "11", "12", "13" and "14" trouble reports (excludable reports).
- Reports caused by customer provided equipment (CPE) or wiring.
- Trouble tickets coded to Interexchange Carrier/Competitive Access Provider, and Information reports
- Official Company Services from Retail.
- DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.
- Interconnection Trunks

#### Business Rules:

Measures customer trouble reports received within 30 calendar days of an original customer report. If a second report is received in 30 calendar days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 calendar days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this example, two repeat reports would be counted unless an exclusion applies.

#### Levels of Disaggregation:

##### Geographic

1. Resale POTS - Business class of service
2. Resale POTS - Residence class of service
3. Resold Specials (Includes DDS, DS1, DS3, VGPL, ISDN BRI, and ISDN PRI)

##### UNE:

4. 8dB Loops (stand alone)
5. BRI Loops
6. ISDN BRI ports
7. Analog Switch ports
8. DSL Loops
  - With Line Sharing
  - Without Line Sharing
9. DS1 Loops
10. DS3 Loops
11. EELs
  - Analog
  - Digital



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### Calculation:

(# of customer trouble reports received within 30 calendar days of a previous customer trouble report ÷ total customer trouble reports) \* 100

### Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

### Measurement Type:

Remedied

### Benchmark:

- Resale POTS – Parity with AT&T Midwest Retail, Business and Residence respectively.
- Resold Specials Parity with AT&T Midwest Retail Specials.

UNEs:

#### Parity:

- 8.0 dB Loops(stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
  - With Line Sharing
  - Without Line Sharing
- DS1 Loops
- DS3 Loops
- EELs
  - Analog
  - Digital

#### Retail Comparison:

POTS (Res and Bus combined)  
ISDN BRI  
ISDN BRI  
VGPL  
Not to exceed 12%  
AT&T Midwest Affiliate  
Not to exceed 12%  
Retail DS1  
Retail DS3  
  
Retail VGPL  
Retail DS1

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**Unbundled Network Elements (UNEs) - Provisioning**

**62. Average Delay Days For AT&T Midwest Caused Missed Due Dates**

**Definition:**

Average calendar days from due date to completion date on company missed items.

**Exclusions:**

- Resold Specials and Interconnection Trunks.
- Orders that are not N, T, or C.
- Orders included in CLEC WI 1 – Average Delay in Original FOC Due Dates Due from RNM Notification 5A.

**Business Rules:**

The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID.

**Levels of Disaggregation:**

Geographic

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
  - Analog
  - Digital

**Calculation:**

$\sum(\text{Completion date} - \text{UNE due date}) \div (\text{total closed items with AT\&T Midwest caused missed due dates})$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

**Measurement Type:**

None

**Benchmark:**

**Parity:**

- 8.0 dB Loops (stand alone)

**Retail Comparison:**

POTS FW(Res and Bus combined)

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- BRI Loops
  - ISDN BRI Port
  - Analog Switch Ports
  - DSL Loops
  - DS1 Loops
  - DS3 Loops
  - EELs
    - Analog
    - Digital
- ISDN BRI
  - ISDN BRI
  - VGPL
  - Not to exceed 6.5 days
  - Retail DS1
  - Retail DS3
  - Retail VGPL
  - Retail DS1

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**63. Percent AT&T Midwest Caused Missed Due Dates > 30 days**

**Definition:**

Percentage of items where installation was completed greater than 30 days following the due date.

**Exclusions:**

- Resold Specials
- CLEC caused misses

**Business Rules:**

This includes items completed after the Due Date, due to a AT&T Midwest reason. This measurement is reported at a circuit level for all UNES. Count any unsolicited FOC which modifies the due date as a missed due date.

**Levels of Disaggregation:**

Geographic

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Port
- DSL Loops
- DS1 Loops
- DS3 Loops
- EELs
  - Analog
  - Digital
- Interconnection Trunks

**Calculation:**

$$\frac{(\# \text{ of UNES completed greater than 30 calendar days following the due date} \div \text{total items}) * 100}{100}$$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

**Parity:**

- 8.0 dB Loops (stand alone)
- BRI Loops
- ISDN BRI Ports
- Analog Switch Ports

**Retail Comparison:**

POTS FW(Res and Bus combined)  
ISDN BRI  
ISDN BRI  
VGPL

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- DSL Loops Not to exceed 6%
- DS1 Loops Retail DS1
- DS3 Loops Retail DS3
- EELs
  - Analog Retail VGPL
  - Digital Retail DS1
- Interconnection Trunks 2%

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### WI 1 Percent No Access – UNE Loops Provisioning

**Definition:**

Percent of Field Work (FW) orders with a status of “No Access.”

**Exclusions:**

- CLEC caused misses. (Customer requests later date, other customer reasons, - customer not ready).
- All orders that are not N, T, or C.
- No Field Work.

**Business Rules:**

AT&T Midwest personnel set the “No Access” indicator when access cannot be obtained to the customer’s premises. Order must be Completed.

**Levels of Disaggregation:**

- Geographic

**Calculation:**

$(\# \text{ of orders that are No Access} \div \text{Total Field Work orders}) * 100$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

**Measurement Type:**

None

**Benchmark:**

- UNE Field Work Parity compared to AT&T Midwest Field Work (N, T, and C order types - Res and Bus Combined).

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**WI 9 Percent Routine Network Modification (RNM) Orders**

**Definition:**

Percentage of UNE LSRs entering the Routine Network Modification (RNM) process.

**Exclusions:**

- None

**Business Rules:**

The number of UNE LSRs entering the RNM process (receiving an RNM Notification 5A or 5D) as a percentage of the total UNE LSRs submitted by the CLEC.

**Levels of Disaggregation:**

- LSRs Receiving Notification 5A (Non-Chargeable)
- LSRs Receiving Notification 5D (Chargeable)

**Calculation:**

$(\# \text{ of LSRs receiving the RNM notification} \div \text{Total UNEs LSRs Completed}) * 100$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

None

**Benchmark:**

- Diagnostic

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### IN 1 Percent Loop Acceptance Testing (LAT) Completed on or Prior to the Completion Date

#### Definition:

Percent Loop Acceptance Test (LAT) completed on or prior to the completion date of the order.

#### Exclusions:

- Orders where LAT not requested
- LAT requests when the CLEC is not authorized to seek LATs
- Orders where CLEC causes delay in the LAT

#### Business Rules:

Loop Acceptance Test is where a AT&T Midwest Technician (Frame/Field as appropriate) is requested via an LSR to complete a Loop Acceptance Test. Loop Acceptance Test is completed on or before order completion date. The AT&T Midwest Technician will contact the CLEC via the LOC. The Tech will complete a series of tests with the CLEC to validate continuity of the loop for acceptance by the CLEC.

This measure will include canceled orders where

- the LAT was completed and the CLEC chose not to accept the loop
- the cancel was due to an AT&T Midwest cause after the due date but prior to the LAT

#### Levels of Disaggregation:

- DSL Loops without Line Sharing

#### Calculation:

$$\frac{\text{(Orders where LAT was requested and performed on or before the Completion Date)}}{\text{Total \# of Orders where LAT was requested}} * 100$$

#### Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

#### Measurement Type:

Remedied

#### Benchmark:

- 90% LAT on or before the Completion Date



**Unbundled Network Elements (UNEs) - Maintenance**

**69.1 Percent of Trouble Reports Closed to AT&T Midwest Cause w/in 48 Hrs of a Previous Trouble Report Closed to non-AT&T Midwest Cause**

**Definition:**

Percentage of network customer trouble reports closed by AT&T Midwest to an AT&T Midwest cause where CLEC previously submitted a trouble report on the same circuit that was closed to a non-AT&T Midwest cause within 48 hours prior to the closure of the trouble ticket being measured.

**Exclusions:**

- Subsequent trouble reports (A subsequent report is a repair report that is received while an existing repair report is open on the same number.)
- Official Company Services from Retail

**Business Rules:**

Calculates the number of trouble reports closed to an AT&T Midwest cause where there was a previous trouble ticket on the same circuit closed to a non-AT&T Midwest cause within 48 hours.

**Levels of Disaggregation:**

- 8.0 db Loops
- DSL Loops – No Line Sharing
- DS1 Loops

**Calculation:**

(# of trouble reports closed to an AT&T Midwest cause within 48 hours of closure of a trouble report on the same circuit to a non-AT&T Midwest cause ÷ total trouble reports closed to an AT&T Midwest cause) \* 100

**Report Structure:**

Reported for -

- CLEC

**Measurement Type:**

None

**Benchmark:**

- Diagnostic

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### WI 2 Percent No Access (Percent of Trouble Reports with No Access) – UNE Loops

#### **Definition:**

Percentage of dispatched customer trouble reports with a status of “No Access.”

#### **Exclusions:**

- Subsequent reports. A subsequent report is one that is received while an existing repair report is open.
- Reports caused by customer provided equipment (CPE) or wiring.
- Reports that are not dispatched.
- All disposition “11”, “12”, “13” and “14” trouble reports (excludable reports)
- Official Company Services from Retail

#### **Business Rules:**

AT&T Midwest personnel set the “No Access” indicator when access cannot be obtained at the customer’s premises. Reports are counted the month they are closed.

#### **Levels of Disaggregation:**

- Geographic

#### **Calculation:**

$(\# \text{ of trouble reports with a status of "No Access"} \div \text{Total dispatched customer trouble reports}) * 100$

#### **Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate.

#### **Measurement Type:**

None

#### **Benchmark:**

- UNE Field Work Parity compared to AT&T Midwest Field Work (N, T, and C order types - Res and Bus Combined).

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### Interconnection Trunks

#### 70. Percentage of Trunk Blockage (Call Blockage)

##### **Definition:**

Percentage of calls blocked on outgoing traffic from AT&T Midwest end office to CLEC end office and from AT&T Midwest tandem to CLEC end office.

##### **Exclusions:**

- Weekends and Holidays
- If CLECs have trunks busied-out for maintenance at their end, or if they have other network problems which are under their control.
- AT&T Midwest is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks.
- If CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 days when a Call Blocking situation is identified by AT&T Midwest or in the timeframe specified in the ICA.
- If CLEC does not take action upon receipt of TGSR/ASR within 10 business days when a pre-service of 75% or greater occupancy situation is identified by AT&T Midwest or in the time frame specified in the ICA.
- If CLEC fails to provide a forecast within the most recent 6 months.
- If CLEC's actual trunk usage, as shown by AT&T Midwest from traffic usage studies, is more than 25% above CLEC's most recent forecast, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.
- New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the Trunk Group.
- Any calls blocked due to a CLEC cause other than those listed in the exclusions above.

The exclusions do not apply if AT&T Midwest fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if AT&T Midwest refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.

##### **Business Rules:**

Blocked calls and total calls are gathered during 20 business days.

##### **Levels of Disaggregation:**

- AT&T Midwest end office to CLEC end office.
- AT&T Midwest tandem to CLEC end office.

##### **Calculation:**

$(\# \text{ of blocked calls} \div \text{total calls offered}) * 100$

##### **Report Structure:**

Reported for -

- CLEC

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- All CLECs

### **Measurement Type:**

Remedied

Subject to a Remedy Cap

### **Benchmark:**

- Dedicated Trunk Groups not to exceed blocking standard of 1% in each state.

**Local Number Portability (LNP)**

**97. Percentage of Time AT&T Midwest Applies the 10-digit Trigger Prior to the LNP Order Due Date**

**Definition:**

Percentage of time AT&T Midwest applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs on the day prior to the due date.

**Exclusions:**

- Where not technically feasible.
- CLEC caused misses. (Some Examples are: When the CLEC delays the due date/conversion prior to due date minus 1; When the CLEC fails to correct the SO jeopardy related to ESOIs prior to due date minus 1; When the CLEC changes the due date or expedites a due date and the interval is less than 1 day.
- Orders where the CLEC has given AT&T Midwest less than 1 day to provision the LNP/LNP w/loop service order.

**Business Rules:**

Obtain number of LNP or LNP with loop TNs where the 10-digit trigger was applied on the day prior to due date, and the total number of LNP or LNP with Loop TNs where the 10-digit trigger was applied, where technically feasible.

**Levels of Disaggregation:**

- LNP only
- LNP with Loop

**Calculation:**

(# of LNP TNs for which 10-digit trigger was applied 24 hours prior to due date ÷ total LNP TNs for which 10-digit triggers were applied) \* 100

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- 96.5%

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### 101. Percent Out of Service < 60 minutes

#### **Definition:**

The Number of LNP related conversions where the time required to facilitate the activation of the port in AT&T Midwest's network is less than 60, expressed as a percentage of total number of activations that took place.

#### **Exclusions:**

- CLEC caused errors.
- NPAC caused errors unless caused by AT&T Midwest.
- Large ports greater than 500 ports.

#### **Business Rules:**

The Start time is the Time that an "activate NPAC" broadcast is received in AT&T Midwest's LSMS. The End time is the Time the provisioning event is complete in AT&T Midwest's LSMS. Count the number of conversions that took place in less than 60 minutes.

#### **Levels of Disaggregation:**

- None

#### **Calculation:**

$$\frac{[\text{\# of activated TNs provisioned in less than 60 minutes}] \div (\text{total LNP activated TNs}) * 100}{100}$$

#### **Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

#### **Measurement Type:**

Remedied

#### **Benchmark:**

- 96.5%

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**911**

**102. Average Time To Clear Errors**

**Definition:**

The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that AT&T Midwest installs.

**Exclusions:**

- None

**Business Rules:**

The clock starts upon the receipt of the error file and the clock stops when the error is corrected. Time chargeable to waiting for CLEC or PSAP required action is deducted in the calculation.

**Levels of Disaggregation:**

- None

**Calculation:**

$$[\sum(\text{Date and time error detected} - \text{date and time error cleared}) - \text{time chargeable to CLEC or PSAP action required}] \div \text{Total errors}$$

**Report Structure:**

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- Parity

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**104. Percent of 911 Updates Processed Within the Established Timeline  
(Facility Based Providers)**

**Definition:**

The percent of 911 database updates processed within the established timeline.

**Exclusions:**

- None

**Business Rules:**

The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.

**Levels of Disaggregation:**

- None

**Calculation:**

$(\# \text{ of files processed within the timeline} \div \text{total files}) * 100$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- 95% within 24 hours.



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### Collocation

#### 107. Percentage Missed Collocation Due Dates

**Definition:**

The percentage of AT&T Midwest caused missed due dates for collocation projects.

**Exclusions:**

If the CLEC has not submitted their second fifty percent (50%) payment prior to the space being turned over, AT&T Midwest will exclude the job from reporting. For instances where the payment has rightfully been withheld, (the account manager provides the notification to proceed), the job is not excluded.

**Business Rules:**

This includes orders completed after the due date, due to an AT&T Midwest reason. Due Date Extensions will be extended when mutually agreed to by AT&T Midwest and the CLEC or when a CLEC fails to complete work items for which they are responsible.

**Levels of Disaggregation:**

- New
- Augments

(Note: All approved types, e.g. Cages, Cageless, etc. are now included in these two disaggregations.)

**Calculation:**

(Count of the number of AT&T Midwest caused missed due dates for collocation facilities ÷ total number of collocation projects) \* 100

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- Less than 5% not met within the due date. Damages and Assessments will be calculated based on the number of calendar days late.

**Directory Assistance Database**

**110. Percentage of Updates Completed into the DA Database within 72 Hours for Facility-Based CLECs**

**Definition:**

The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory changes.

**Exclusions:**

- Weekends and Holidays, except for Martin Luther King Day and Good Friday.
- CLEC caused errors.
- Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)

**Business Rules:**

For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 8:00 a.m. the following day at the time zone of the receiving center.

For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday starting at 8:00 am at the time zone of the receiving center.

**Levels of Disaggregation:**

- IN, MI, OH, WI = None
- IL = Manual and Electronic

**Calculation:**

(# of updates completed within 72 hours ÷ total updates completed) \* 100

**Report Structure:**

Reported for -

- CLEC
- All CLECs for facility-based providers
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- IN, MI, OH, WI = 95% updated within 72 hours
- IL = Manual orders are 95% updated within 72 hours and Electronic orders are parity with AT&T Midwest Retail

**Coordinated Conversions**

**114. Percentage of Premature Disconnects (Coordinated Cutovers)**

**Definition:**

Percentage of coordinated cutovers where AT&T Midwest prematurely disconnects the customer 10 minutes or more prior to the CLEC call to start the CHC or scheduled time for an FDT conversion.

**Exclusions:**

- None

**Business Rules:**

A CHC premature disconnect occurs any time AT&T Midwest disconnects the CLEC customer 10 or more minutes prior to the CLEC calling to initiate the CHC for CHC orders, or 10 minutes or more prior to the scheduled time for FDT orders. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines.

**Levels of Disaggregation:**

- Coordinated Hot Cuts – LNP with Loop
- Frame Due Time – LNP with Loop

**Calculation:**

(# of prematurely disconnected CHC/FDT LNP with Loop orders ÷ total coordinated CHC/FDT LNP with Loop orders) \* 100

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- 2% or less premature disconnects as defined in the Business Rule section above.

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### 114.1. CHC/FDT LNP with Loop Provisioning Interval

#### Definition:

The % of CHC/FDT LNP with Loop Lines completed by AT&T Midwest within the established provisioning intervals.

#### Exclusions:

- CHC/FDT LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date).
- CLEC caused delays (e.g., no dial tone from CLEC; CLEC translations) that do not allow AT&T Midwest the opportunity to complete CHC/FDT LNP with Loop within the designated interval.
- IDLC (pair gain systems) identified on or before the due date.
- Any order in the RNM process

#### Business Rules:

The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC). For CHC orders, the clock starts when the CLEC calls the AT&T Midwest LOC to initiate the conversion, and ends when AT&T Midwest called the CLEC to notify that the cutover has been completed. For FDT orders, the clock starts at the scheduled due time and ends when the AT&T Midwest technician completes the cross-connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts and FDT orders with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.

#### Levels of Disaggregation:

- CHC/LNP with loop
  - < 10 lines
  - 10-24 lines
- FDT/LNP with loop
  - < 10 lines
  - 10-24 lines

#### Calculation:

(Total CHC/FDT LNP with Loop Lines within the designated interval ÷ total CHC/FDT LNP with Loop lines) \* 100.

#### Report Structure:

Reported by -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

#### Measurement Type:

Remedied

#### Benchmark:

- CHC/FDT LNP with Loop for < 10 Lines 90% within one hour.
- CHC/FDT LNP with Loop for 10-24 Lines 90% within two hours.

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**115. Percentage of AT&T Midwest Caused Delayed Coordinated Cutovers**

**Definition:**

CHC Percentage of AT&T Midwest caused late coordinated cutovers in excess of "X" (30, 60 and 120) minutes from the time the CLEC calls to initiate a CHC plus the allowed appropriate interval for the cut.

FDT Percentage of AT&T Midwest caused late coordinated cutovers in excess of "X" (30, 60 and 120) minutes after the scheduled cut time.

**Exclusions:**

- Any order in the RNM process

**Business Rules:**

A coordinated cutover is delayed if AT&T Midwest's work is not complete within "X" (30, 60, and 120) minutes after the scheduled plus allowable work time for the cutover.

- For CHC orders any delay is calculated starting from the time the CLEC calls to initiate the CHC plus the appropriate time interval allowed for the cut to be completed in (1 hour for CHC orders with less than 10 lines, 2 hours for CHC orders with 10-24 lines) until the time of completion of the CHC work.
- For FDT Orders the delay is calculated starting from the scheduled time for the FDT cutover.

CHC and FDT orders, by definition, must consist of 1-24 lines; therefore this measure only includes orders with 1-24 lines

**Levels of Disaggregation:**

- CHC LNP with Loop
- FDT LNP with Loop

**Calculation:**

(# of AT&T Midwest caused late coordinated CHC/FDT LNP with Loop orders in excess of "X" (30, 60 and 120) minutes ÷ total coordinated CHC/FDT LNP with Loop orders) \* 100

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- 8% or less of AT&T Midwest coordinated conversions delayed beyond (>) 30 minutes, 2% delayed beyond (>) 60 minutes, or 1% delayed beyond (>) 120 minutes. Remedies are paid on the worst performance of coordinated conversions measured at >30, >60, >120 Minutes.

**Bona Fide Request Process (BFRs)**

**120. Percentage of Requests Processed Within 30 Business Days**

**Definition:**

Percentage of Bona Fide Requests processed within 30 business days.

**Exclusions:**

- Weekends and Holidays

**Business Rules:**

The clock starts when AT&T Midwest receives the application. The clock stops when AT&T Midwest completes application processing.

**Levels of Disaggregation:**

- None

**Calculation:**

$(\# \text{ of number of requests processed within 30 days} \div \text{total requests}) * 100$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

None

**Benchmark:**

- 90% within 30 business days = IN, MI, OH, WI.
- IL = Parity with AT&T Midwest Affiliate.

## **Change Management**

### **124. Timely Resolution of Significant Software Failures Related with Releases**

**Definition:**

Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.

**Exclusions:**

- Error where a workaround transparent to the CLEC is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC) that is different from what would be required if the software had not failed.

**Business Rules:**

Software errors identified in production within two weeks of the release with no workarounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to AT&T Midwest, or receive back from AT&T Midwest, order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround that does not require the CLEC to do anything different from what would be required if the software had not failed is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.

**Levels of Disaggregation:**

- None

**Calculation:**

(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)\*100

**Report Structure:**

- Reported by CLEC on a AT&T Midwest Regional basis (non-state specific). (Company level reporting, )

**Measurement Type:**

Remedied

**Benchmark:**

- 95% completed within 48 hours or 2 days.

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### 124.1 Test Environment Availability

**Definition:**

Extent that the Joint Test Environment is actually available to CLECs.

**Exclusions:**

- None

**Business Rules:**

The total “Scheduled system available hours” is the cumulative number of hours during the reporting period that AT&T Midwest has committed to provide CLECs access to the Joint Test Environment. “Hours functionality is available during the scheduled available hours” is the actual number of hours, during scheduled system available hours, during which the Joint Test Environment is actually available for testing purposes. The actual time available is divided by the scheduled time available and the result multiplied by 100 to produce the “Percent system availability” measure.

Scheduled system available hours are Monday through Friday, 8:00AM to 5:00PM CT (except as noticed to the industry via Accessible Letter). “Hours functionality is available during the scheduled available hours” is calculated from the date/time a CLEC reports its inability to access the Joint Test Environment to the date/time the reporting CLEC is able to access the Joint Test Environment, based on records maintained by AT&T Midwest’s Joint Test Environment Availability Team.

Only situations where the inability of the CLEC to access the Joint Test Environment is confirmed to be due to a problem within the control of AT&T Midwest are to be included in this measure. Situations where a CLEC cannot access the Joint Test Environment due to problems outside the control of AT&T Midwest (e.g. internal CLEC network connectivity or performance issues) will not be included in this PM.

**Levels of Disaggregation:**

- Pre-Order
- Order

**Calculation:**

$$\frac{[(\text{Hours functionality is available during the scheduled available hours}) \div \text{Scheduled system available hours}] * 100}{}$$

**Report Structure:**

- Reported on an aggregate CLEC basis and a AT&T Midwest-region basis (non-state specific). (Company level reporting.)

**Measurement Type:**

None

**Benchmark:**

- Diagnostic



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### MI 15 Change Management

#### Definition:

Change management measures timeliness of change notifications for final requirements to implementation as defined and agreed upon in the AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process (“CMP”). Interfaces to which this measure applies also will be defined in the CMP.

#### Exclusions:

- Clarification Notes.
- Any Approved Exceptions.
- Emergency Situations
- Regulatory Mandated Changes

#### Business Rules:

Calendar Days is to be used in the calculation of this measure. Notification is received when the Final Release Requirements are noticed to CLECs via an Accessible Letter. Calculation is based on the number of Notifications made within the reporting period (the denominator), with the numerator being the number of those Notifications issued “X” days or more in advance of the announced implementation date.

#### Levels of Disaggregation:

- Changes to Existing Interfaces
  - Gateway
  - GUI
- Introductions of New Interfaces
  - Gateway
  - GUI
- Retirements of Existing Interfaces -- Wholesale Interfaces
  - Gateway
  - GUI

#### Calculation:

$(\text{Number of Notifications issued on time}) \div (\text{Number of Notifications in the reporting period}) * 100$

#### Report Structure:

- Reported on an AT&T Midwest regional basis (non-state specific). Company level reporting.

#### Measurement Type:

None

#### Benchmark:

- 95% or greater notices should be on time as defined by the advance notification intervals for Final Requirements for each disaggregation as defined in the AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process (“CMP”) found at <https://clec.AT&T.com/clec/>. Click on Gold bar "Change Management Process". Click on “AT&T All Regions” then scroll down to “AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management

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Process”.

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Attachment One

**Performance Measures Subject to Tier 1 Liquidated Damages in the 5 AT&T Midwest States**

	<b>Measurements Subject to Tier-1 Damages (Remedied)</b>
--	--

**Pre-Ordering/Ordering**

1.1 Average Response Time For Manual Loop Make-Up Information	✓
1.3 Accuracy of Actual Loop Makeup Information provided for DSL Orders	✓
2. Percent Responses Received Within "X" Seconds-OSS Interfaces (Subject to a Remedy Cap)	✓
4. OSS Interface Availability	-
5. % Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days (Subject to a Remedy Cap)	✓
6. Notification Timeliness (Subject to a Remedy Cap for completions and rejects)	✓
12. Mechanized Provisioning Accuracy	-
13. Order Process Percent Flow Through	-
13.1 Total Order Process Flow Through	-
MI-2 Percentage of Orders Given Jeopardy Notices within 24 Hours of the Due Date	✓
C WI-1 Average Delay In Original FOC Due Dates Due From RNM Notification 5A	-
C WI-9 RNM Process: Percent Quotes Returned Within Five Business Days	✓

**Billing**

126. Bill Accuracy	-
CLEC BLG-3 Percent of Billing Claim Resolution Notifications Sent within 30 Business Days (Subject to a Remedy Cap for Local Billing Claims)	✓

**Miscellaneous Administrative**

22. Call Center Grade Of Service (GOS)	-
--	---

**Provisioning**

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	<b>Measurements Subject to Tier-1 Damages (Remedied)</b>
29. Percent AT&T Midwest Caused Missed Due Dates	✓
30. Percent AT&T Midwest Missed Due Dates Due To Lack Of Facilities	✓
35. Percent Trouble Reports Within 30 Days (I-30) Of Installation	✓
<b>Maintenance</b>	
37.1 Trouble Report Rate Net of Installation and Repeat Reports	✓
38. Percent Missed Repair Commitments	✓
39. Mean Time to Restore Interval	✓
40. Percent Out Of Service (OOS) < 24 Hours	✓
41. Percent Repeat Reports	✓
<b>Provisioning – UNE</b>	
62. Average Delay Days For AT&T Midwest Missed Due Dates	-
63. Percent AT&T Midwest Caused Missed Due Dates > 30 days	✓
WI-1 Percent No-Access for UNE: Loops - Provisioning	-
WI-9 Percent Routine Network Modification (RNM) Orders	-
IN-1 Percent Loop Acceptance Testing (LAT) Completed on or prior to the Completion Date	✓
<b>Maintenance – UNE</b>	
69.1 Percent of Trouble Reports Closed to AT&T Cause w/in 48 Hrs of a Previous Trouble Report Closed to non-AT&T Cause	-
WI-2 Percent of Trouble Reports with No Access for UNE Loops - Maintenance	-
<b>Interconnection Trunks</b>	
70. Percent Trunk Blockage (Call Blockage) (Subject to a Remedy Cap)	✓
<b>Local Number Portability (LNP)</b>	
97. Percent of Time AT&T Midwest applies the 10-digit Trigger Prior to the LNP Order Due date.	✓
101. Percent Out of Service < 60 Minutes	✓
<b>911</b>	
102. Average Time To Clear Errors (Facility Based Providers)	✓

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	<b>Measurements Subject to Tier-1 Damages (Remedied)</b>
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓
<b>Collocation</b>	
107. Percentage Missed Collocation Due Dates	✓
<b>Directory Assistance Database</b>	
110. Percentage of updates completed into the DA Database within 72 Hours for Facility Based CLECs	✓
<b>Coordinated Conversions</b>	
114. Percent Pre-mature Disconnects (Coordinated Cutovers)	✓
114.1 CHC/FDT LNP w/Loop Provisioning Interval	✓
115. Percentage of AT&T Midwest caused delayed Coordinated Cutovers	✓
<b>Bona Fide Request Process (BFRs)</b>	
120. Percentage of Requests Processed Within 30 Business Days	-
<b>Change Management</b>	
124. Timely Resolution of Significant Software Failures Related With Releases	✓
124.1 Test Environment Availability	-
MI-15 Change Management	-

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

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### Attachment Two

#### **Percentage of Missed Collocation Due Dates (PM 107) Damages Methodology**

**The following methodology will apply in calculating Tier 1 liquidated damages for the percentage of missed collocation due dates measurement.**

1. The benchmark is less than 5% of Collocations not completed within the due date. For example, if a CLEC has 30 collocations completed in the study month, AT&T Midwest can miss one due date and still be in compliance. In this case no damages would apply. If, two due dates out of 30 were missed, AT&T Midwest would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 5% benchmark.
2. Damages are calculated based on the percentage of days that AT&T Midwest misses the due date using the per occurrence values in the business rules, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. AT&T Midwest will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, if there were three misses which had missed days of 20, 15 and 4, AT&T Midwest would pay damages on 35 (20+15) missed days. In this example, assuming an Index Value(IV)  $\geq 87.0\%$ , and one consecutive month missed, AT&T Midwest would pay  $35 * (10\% - 5\%) * 30 = \$52.50$ .
4. Should a remedy plan in effect call for the use of the K-table, the collocation measurement will be used in the determination of the "K" number of allowances (based on the number of collocations). In addition, it may also be excluded as defined in the business rules in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the same total days late for collocation projects calculated above (35 in the previous example). Should a remedy plan not include the K-table component, this paragraph #4 is not applicable.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

**ATTACHMENT 1 TO  
PERFORMANCE REMEDY PLAN  
AGREEMENT**

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## PERFORMANCE REMEDY PLAN

This Performance Remedy Plan which is an attachment to the Parties' Performance Remedy Plan Agreement sets forth the terms and conditions under which SBC Arkansas, SBC Kansas, SBC Missouri and SBC Oklahoma (hereinafter "SBC") and CLEC have agreed to a Remedy Plan whereby SBC will pay liquidated damages (remedies) to CLEC in connection with SBC's state-specific performance as measured by certain of the performance measures included in the Performance Measures Attachment 17 to the state-specific Interconnection Agreements between SBC and CLEC ("ICAs"). The Parties agree that, if SBC's performance in the delivery of wholesale services to CLEC does not comply with the performance criteria in the relevant state PM Attachment to the Parties' ICA, including the business rules attached thereto (hereinafter "PM Plan") CLEC may suffer damages, but that the amount of such damages would be difficult to ascertain; therefore, the Parties agree that their Interconnection Agreements should provide for liquidated damages to be paid by SBC to CLEC, as intended compensation for contractual damages and not intended as a penalty, for SBC's performance misses as tracked and reported by the performance measures identified in the PM Plan. Although this is a 5-state agreement, the rights, duties and obligations of the parties are all on a per-state basis and every clause of this agreement (including all attachments hereto) shall be interpreted as applicable on a state-by-state basis and not on an aggregate basis.

1. Except as otherwise provided herein, the Parties further agree that the sole and exclusive financial or monetary remedy of CLEC for SBC's failure to perform under the ICA with regard to those services and elements for which service standards are set forth in the PM Plan shall be, as applicable, the liquidated damages provided for under this Remedy Plan (when performance is tracked and reported by SBC in accordance with the PM Plan in each state). The liquidated damages provided for under this Remedy Plan shall be in lieu of any other damages CLEC might otherwise seek for breach of the ICAs for such services or elements through any claim or suit brought by CLEC. Provided however, nothing herein affects the provision of remedies or service assurance type payments under any commercial agreement or tariff, including any credits or payments that otherwise would be owed by SBC to CLEC for services ordered and provided by SBC pursuant to any SBC tariff, whether or not such services are commingled with any network element required to be unbundled under Section 251 or Section 271 of the Act or used in conjunction with any service provided by SBC under the Parties' ICAs. Furthermore, the Parties' agree that this Remedy Plan is not intended to and does not alter, negate or replace the Limitation of Liability provisions contained in the General Terms and Conditions of the Parties' ICAs. No party, however, shall attempt to modify or negate the terms or applicability of this Remedy Plan through any provisions of their ICA or other commercial agreement, including but not limited to such General Terms and Conditions provisions.
  - 1.1 For purposes of this Plan, performance results (whether in the form of means, percentages, or rates) will be measured on a state-by-state basis in a single month for the same measurement at equivalent levels of disaggregation, for both the SBC ILEC (or its affiliate) and for each unaffiliated CLEC that has a PM plan in an ICA with the SBC ILEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in Appendix 1.
  - 1.2 SBC and CLEC agree to use the statistical tests set forth in the tables below, for evaluating the difference between SBC and CLEC performance results or between CLEC result and appropriate benchmark, as determined by the PM Plan.
    - 1.2.1 For measurements that are subject to statistical tests (parity or benchmark, where critical z-value applies), performance will be considered in compliance with the parity requirement when the measured results yield a standard normal z-value which is no greater than the critical z-value as reflected in the critical z-statistic table (K-table) shown in Appendix 1: 'Statistical Procedures.'

- 1.3 No assessment of parity compliance will be attempted for measurements designated by the Business Rules as diagnostic, although performance results will be reported.

## **2. PROCEDURAL SAFEGUARDS AND EXCLUSIONS**

- 2.1 SBC's agreement to issue bill credits for "liquidated damages" will not be considered an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC and CLEC agree that CLEC may not use: (1) the existence of this Remedy Plan; or (2) SBC's issuance of any "liquidated damages" bill credits as evidence that SBC has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation or breached any agreement. SBC's failure to meet the performance standards in the PM Plan or SBC's payment of remedies under this Plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Should CLEC seek to obtain specific damages or any other form of damages (other than the exceptions set forth in Section 1.0 above) in addition to the liquidated damages provided in this Remedy Plan, SBC shall not be prohibited from admitting as evidence any information related to its performance under the PM Plan or this Remedy Plan. The terms of this paragraph do not apply to any proceeding before a commission with proper jurisdiction to investigate or determine whether SBC continues to meet the requirements of section 271 of the Act.
- 2.2 No changes to liquidated damages (remedies) or any other term or condition of this Remedy Plan affecting remedies, including but not limited to the level of remedies to be paid by SBC, shall be made except by the mutual consent of the Parties only and shall not be effective until memorialized in an amendment to this Remedy Plan. Neither Party shall have a right to seek state Commission jurisdiction or intervention to either (1) alter any aspect of this Remedy Plan or (2) address any issues affecting the level of remedies applicable to missed performance that have been agreed to in this Remedy Plan. Consistent with the foregoing, the Parties may only submit those disputes to the Commission regarding the administration and enforcement of the Remedy Plan, provided that such administration or enforcement would not result in any change to the amount of remedies agreed to in the Plan or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by SBC. Such resort to the state Commission for resolution of administrative disputes shall not in any way be deemed or argued to enlarge the Commission's authority under Section 251 or 252 of the Act. Any dispute concerning the interpretation of this remedy plan and any other dispute not brought before the relevant state Commission for resolution shall be resolved pursuant to informal dispute resolution between the parties, commercial arbitration with the American Arbitration Association (AAA) or before a court of competent jurisdiction.

## **3. EXCLUSIONS LIMITED**

- 3.1 SBC shall not be obligated to issue credits for liquidated damages for noncompliance with a performance measurement in any month if, but only to the extent that, such noncompliance in that month was the result of any of the following: a Force Majeure event; an act or omission by CLEC that is contrary to any of its obligations under the Parties' ICA(s) or under the Act or applicable state law; or non-SBC problems associated with unaffiliated third-party systems or equipment, which could not have been foreseen and avoided by SBC in the exercise of reasonable diligence. However, the third party exclusion will not be raised more than three times within a calendar year. SBC will not be excused from issuing liquidated damages credits on any other grounds, except by application of the procedural threshold provided for below. Any dispute regarding whether a SBC's performance failure in Arkansas, Kansas, Missouri, or Oklahoma is excused under this paragraph will be resolved by the respective state Commission through a dispute resolution proceeding under that state's applicable rules or, if the Parties agree, through commercial arbitration with the American Arbitration Association. SBC will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement was excused on one of the grounds set forth in this paragraph. If a Force Majeure event or other excusing event recognized in

the first sentence of this section 3.1 only suspends SBC's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SBC's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

3.2 In addition to the provisions set forth herein, SBC shall not be obligated to issue liquidated damages credits for noncompliance with a performance measurement in any month if the relevant state Commission finds such noncompliance in that month was the result of an act or omission by CLEC that is in bad faith. Such acts or omissions include, for example, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large quantities, at or near the close of a business day, on a Friday evening or prior to a holiday, or unreasonably failing to timely provide forecasts to SBC for services or facilities when such forecasts are required to reasonably provide such services or facilities. Any dispute regarding whether SBC's performance failure is excused under this paragraph will be resolved by the proper state Commission through a dispute resolution proceeding or, if the Parties agree, through commercial arbitration with the American Arbitration Association.

3.3 CLEC agrees that a maximum annual cap will apply to the aggregate total of all liquidated damages (including any such damages paid to any CLEC who is a party to any interconnection agreement which incorporates this Remedy Plan in connection with the associated ICA PM Plan). The annual cap will be determined by SBC on a state-specific basis, based on the formula of 36% of Net Return as set forth at 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. To the extent in any given month the monthly cap is not reached, the subsequent month's cap will be increased by an amount equal to the unpaid portion of the previous month's cap. At the end of the year, if the aggregate total of liquidated damages under all SBC's ICA PM Plan based remedy plan agreements in the state equals or exceeds the annual cap, but SBC has paid less than that amount because of the monthly cap in that state, SBC shall be required to credit CLECs an amount equal to the annual cap. In such event, the amount of liquidated damages shall be extended as bill credits on a pro rata basis to CLECs. In the event the total calculated amount of damages for the year is less than the annual cap, SBC shall be obligated to issue credits that are ONLY equal to the actual calculated amount of damages. The annual cap shall be calculated on the first day of the month following the annual anniversary of Commission approval of the relevant state 271 Agreement, using the most recent publicly available ARMIS data. For purposes of applying the cap, the calendar year shall be used.

3.3.1 Whenever SBC's liquidated damages liability to an individual CLEC that has executed this Remedy Plan Attachment in a given month exceeds \$ 3 million (on a per state basis), or the total amount of liquidated damages owed to all CLECs in a state that have executed this Remedy Plan in a given month exceed the monthly cap, then SBC may commence a show cause proceeding in the affected state as provided for below. Upon timely commencement of the show cause proceeding, SBC must place the balance of damages owed in excess of the threshold amount into escrow, to be held by a third party pending the outcome of the show cause proceeding.<sup>1</sup> To invoke these escrow provisions, SBC must file with the relevant state Commission, not later than the due date of the affected damages credits, an application to show cause why it should not be required to issue credits in excess of the procedural threshold. SBC's application will be processed in an expedited manner under the applicable state's procedural rules. SBC will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to extend liquidated damages in the form of bill credits in excess of the applicable threshold amount. If SBC reports non-compliant performance to CLEC for three consecutive months on 20% or more of the measures reported to CLEC, but SBC has incurred no more than \$ 1 million in liquidated damages obligations to CLEC for that period

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<sup>1</sup> Monetary assets will be placed into escrow by SBC. However, distribution of the value of the escrow account, if any, will be in the form of bill credits, provided however that SBC shall distribute the escrowed amount in full, including through direct payment to CLEC if CLEC's bills are insufficiently large to be offset through credits, no later than 90 days following the issuance of a final and appealable Commission Order ruling that such escrowed amounts in excess of the threshold amount shall be paid.

under the enforcement terms set out here, then CLEC may commence an expedited dispute resolution under this paragraph pursuant to the applicable Commission's Procedural Rules. In any such proceeding CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires SBC to extend bill credits in excess of the amount calculated under these enforcement terms.

- 3.4 SBC and any CLEC may each request two expedited dispute resolution proceedings per state pursuant to the two preceding paragraphs whether before a state Commission, AAA arbitrator or before a court of competent jurisdiction during the term of the Parties' ICA without the losing Party having to pay attorney's fees to the winning Party in such dispute. For the third proceeding and thereafter, the Party initiating dispute resolution must reimburse the other Party's reasonable attorney's fees, as determined by the Commission, court or AAA, if the initiating Party loses.
- 3.5 In the event the aggregate total liquidated damages owed to CLECs under all SBC interconnection agreements (but not tariffs) in a state reaches the annual cap within a given year and SBC continues to deliver noncompliant performance during the same year to any CLEC or all CLECs in that state, the Commission may use such failure as grounds to recommend to the FCC that SBC should cease offering in-region interLATA services to new customers in the affected state. Provided however, reaching the cap shall not be dispositive of the issue of whether or not the FCC should revoke SBC's 271 authority.
- 3.6 If SBC misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from CLEC, SBC shall conduct a joint investigation with CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of SBC processes, to the extent appropriate.

#### **4. LIQUIDATED DAMAGES**

Liquidated damages apply to measures designated in Attachment 1 as High, Medium, or Low when SBC delivers "noncompliant" performance. For purposes of this Remedy Plan, "noncompliant" performance means performance that does not meet the performance criteria in the PM Plan, Attachment to the ICA, including the Business Rules attached thereto.

- 4.1 The number of measures that may be classified as "non-compliant" before liquidated damages are applicable is limited to the K values shown in Appendix 1. The applicable K value is determined based upon the total number of measures subject to liquidated damages credits that have a sample size of 10 or greater. For any performance measurement that fits the criteria above, each disaggregated category for which there are a minimum of 10 data points constitutes one "measure" for purposes of calculating K value.
- 4.2 Liquidated damages in the amount specified in the table below apply to all "noncompliant" measures in excess of the applicable "K" number of exempt measures. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the designation of the measure as High, Medium, or Low in Appendix 2 and the number of consecutive months for which SBC has reported noncompliance for the measure. For those measures listed in Appendix 3 as "Measurements That Are Subject to Per Occurrence Damages With a Cap," the amount of liquidated damages in a single month shall not exceed the amount listed in the table below for the "Per Measurement" category. For those measures listed in Appendix 2 as "Measurements That Are Subject to Per Measure Damages," liquidated damages will apply on a per measure basis, at the amounts set forth in the table below. The methodology for determining the order of exclusion, and the number of occurrences is addressed in the section entitled "Methods of Calculating Liquidated Damages," below.

- 4.3 The "K" exemption will not apply if SBC has reported "non-compliant" performance results for two consecutive months. SBC shall not exclude those performance measurements from receiving bill credits beginning with the second month of the miss and shall not use them in determining the K-value. The "K" exemption will again apply when two consecutive months of compliant performance has been demonstrated for such measurements.

#### LIQUIDATED DAMAGES TABLE

Liquidated Damages Credits On A Per Occurrence Basis						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and Each Following Month
High	\$150	\$250	\$500	\$600	\$700	\$800
Low	\$25	\$50	\$100	\$200	\$300	\$400

Liquidated Damages Credits On A Per Measure Subject to a Cap* Basis						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and Each Following Month
High	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Low	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000

- \* For per occurrence subject to a cap measures, the occurrence value is taken from the per occurrence table, subject to the per measure with cap amount.

- 4.4 The amount of credit(s) for PM 4 will be determined by dividing the per measurement amount (\$75,000) for the measurement in question by the number of CLECs who have executed an agreement including this Remedy Plan and who had activity on the interface.
- 4.5 Tier 1 Liquidated Damages for PM 107 - "Percentage Missed Collocation Due Dates" are based on the number of days missed and are as follows:

Missed by 1-10 Days	\$150 per day
Missed by 11-20 Days	\$300 per day
Missed by 21-30 Days	\$450 per day
Missed by 31-40 Days	\$500 per day
Missed by greater than 40 days	\$1000 per day

- 4.6 For provisioning and maintenance performance measurements associated with DS1 capacity or higher UNE Loops/EELs, the per-occurrence liquidated damage will start at the month four level for the first month performance failure.
- 4.7 For those measurements for which a per occurrence credit applies, the applicable credit amount specified in the Liquidated Damages Table for each occurrence will be credited to those CLECs receiving noncompliant service. Liquidated damages shall be credited for each measure for which the calculated Z value exceeds the critical Z value, shown in the table in Appendix 1. For those measurements identified in Appendix 3 as measurements subject to per occurrence credits with a cap, a credit, as shown in the

Liquidated Damages Table above, for each occurrence of non-compliant service with the applicable cap will be credited to the eligible CLECs.

- 4.8 When SBC's is required to issue liquidated damages credits, SBC shall credit the eligible CLEC's bill for the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC's performance results through March are such that SBC's liquidated damages are owed to CLECs for March performance, then those credits will be due by the last business day in May, about a month after the last business day in April, the due date by which March data would have been reported). If SBC fails to issue a credit before the end of the calendar month in which such credit is due, SBC will credit interest to the CLEC, at the maximum rate permitted by law, for a past due liquidated damages obligation.
- 4.9 On a per state basis, SBC may not withhold liquidated damages credits to CLEC, for any amount up to \$3,000,000 a month, unless SBC had commenced an expedited dispute resolution proceeding on or before the credit due date, asserting one of the three permitted grounds for excusing a damages credit below the procedural threshold (Force Majeure, CLEC fault, and non-SBC problems associated with third-party systems or equipment). In order to invoke the procedural threshold provisions allowing for escrow of damages obligations in excess of \$3,000,000 to a single CLEC (or \$10,000,000 to all CLECs in the state), SBC must credit the threshold amount to the CLEC(s), put the balance into escrow, and commence the show cause proceeding on or before the credit due date.

## 5. METHODS OF CALCULATING LIQUIDATED DAMAGE AMOUNTS

The following methods shall be used to calculate per occurrence liquidated damage credits:

### 5.1 Liquidated Damages

#### 5.1.1 Application of K Value Exclusions shall be determined by the following process:

Applying the parity test and benchmark provisions provided above, 1) determine the number and type of measures that are "noncompliant" for an individual CLEC for the calendar month which have not been missed for 2 consecutive months; and 2) using the process described below, calculate the applicable credits sorting all measures having noncompliant classification in ascending order based upon the amount of calculated remedy credit. The "K" exclusions will be taken in order of smallest credit to highest.

#### 5.1.2 Calculating Liquidated Damages

##### 5.1.2.1 Measures for Which the Reporting Dimensions are Averages or Means

Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. The calculation is as follows:

$\%diff = (CLEC\text{-result} - \text{Calculated-Value})/\text{Calculated Value}$ . Assuming high values indicate poor performance. The percent difference will be capped at a maximum of 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

#### 5.1.2.2 Measures for Which the Reporting Dimensions are Percentages

Step 1: Calculate the percentage for the measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.)

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

#### 5.1.2.3 Measures for Which the Reporting Dimensions are Ratios or Proportions

Step 1: Calculate the rate for the measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure.

Step 2: Calculate the absolute difference between the actual rate for the CLEC and the calculated rate.

Step 3: Multiply the total number of data points by the difference calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

## 6. ATTACHMENTS

Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Statistical Procedures

Appendix 2: Measurements Subject to Per Occurrence Liquidated Damages With a Cap or Subject to Per Measure Liquidated Damages

Appendix 3: Performance Measures Subject to Liquidated Damages Identified as High, Medium and Low

## **APPENDIX 2 MEASUREMENTS SUBJECT TO PER OCCURRENCE LIQUIDATED DAMAGES WITH A CAP OR PER MEASURE LIQUIDATED DAMAGES**

### **Measurements That Are Subject To Per Occurrence Damages Or Assessment With A Cap**

- 1 PM 1.1 "Average Responses time for Manual Loop Make-Up Information"
- 2 PM 2 "Percent Response received within "X" Seconds – OSS Interfaces"
- 3 PM 5 "Percent Firm Order Confirmations (FOCs) Returned on Time for LSR requests and returned within "X" days on ASR requests"
- 4 PM 7.1 "Percent Mechanized Completion Notifications Available Within One Business Day of Work Completion"
- 5 PM 10 "Percent Mechanized/Manual Rejects Returned Within "X" Hours of receipt of LSR"
- 6 PM 12.1 "Percent Provisioning Accuracy"
- 7 PM 12.2 "Percent Mechanized Line Loss Notifications Returned Within One Day of Work Completion"
- 8 PM 13 "Order Process Percent Flow Through"
- 9 Pm 17.2 "Billing Completion Notices"
- 10 PM 70 "Percentage Trunk Blockage"
- 11 PM 101 "Percent Out of Service < 60 minutes"
- 12 PM 104 "Average Time Required to Update 911 Database (Facility Based Providers)"

### **Measurements That Are Subject To Per Measure Damages**

- 1 PM 117 "Percent NXXs Loaded and Tested Prior to the LERG Effective Date"
- 2 PM 124 "Timely Resolution of Significant Software Failures Related with Releases"



## APPENDIX 1: STATISTICAL PROCEDURES

All statistical tests will be one-tailed tests and will be constructed so that a positive sign indicates poorer performance.

In calculating the difference between the performances the formulae proposed below apply when a lower CLEC value indicates a higher quality of performance. However, if a higher CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e.,  $M_{ILEC} - M_{CLEC}$ ,  $P_{ILEC} - P_{CLEC}$ ,  $R_{ILEC} - R_{CLEC}$ ,  $M_{ILEC} - B$ ,  $P_{ILEC} - B$ ,  $R_{ILEC} - B$ ).

### Parity Tests:

The following parity tests will be used:

Percent/Proportion	Rate/Ratio	Average/Mean
<b>Large sample parity tests</b>		
<b>Sample Size <math>\geq 30</math> and the expected misses <math>&gt; 5</math> for both CLEC and SBC</b> <ul style="list-style-type: none"> <li>Classical z-test for equality of proportions</li> </ul>	<b>Sample Size <math>\geq 30</math></b> <ul style="list-style-type: none"> <li>Modified z-test for equality of rates</li> </ul>	<b>Sample Size <math>\geq 30</math></b> <ul style="list-style-type: none"> <li>Two Sample Modified z-test</li> </ul>
<b>Small sample parity tests</b>		
<b>Sample Size <math>&lt; 30</math> or the expected misses <math>\leq 5</math> for either CLEC or SBC</b> <ul style="list-style-type: none"> <li>Classical z-test for equality of proportions or Fisher's Exact Test*</li> </ul>	<b>Sample Size <math>&lt; 30</math> for either CLEC or SBC</b> <ul style="list-style-type: none"> <li>Modified z-test for equality of rates or Binomial Exact test with proportion of CLEC items in denominator*</li> </ul>	<b>Sample Size <math>&lt; 30</math> for either CLEC or SBC</b> <ul style="list-style-type: none"> <li>Two Sample Modified t-test</li> </ul>

\*Although exact tests are preferred, SBC reserves the right to perform large sample tests on small samples where calculations of large factorials are required.

For measurement results that are expressed as **Averages or Means** the modified t-test with  $df=n_{ILEC}-1$  degrees of freedom will be used:

$$t = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

where:

$$\text{DIFF} = M_{CLEC} - M_{ILEC}$$

$$M_{ILEC} = \text{ILEC Average}$$

$$M_{CLEC} = \text{CLEC Average}$$

$$\sigma_{\text{DIFF}} = \sqrt{\sigma_{ILEC}^2 \left( \frac{1}{n_{ILEC}} + \frac{1}{n_{CLEC}} \right)}$$

$\sigma_{ILEC}^2$  = calculated sample variance for ILEC.

$n_{ILEC}$  = number of observations used in ILEC measurement

$n_{CLEC}$  = number of observations used in CLEC measurement.

The t-statistic will be converted to a p-value: (type I error probability) using a Student t distribution table or calculation. Degrees of freedom will be based only on the ILEC sample size.<sup>1</sup> If the obtained p-value is less

<sup>1</sup> Brownie, C., Boos, D., & Hughes-Oliver, J (1900) - Modifying the t and ANOVA F tests when treatment is expected to increase variability relative to controls.

than the critical p-value from the K-table, then the result will be deemed not in parity. For publishing purposes, the p-value will be converted to a standard normal z-value.

For measurement results that are expressed as **Percentages or Proportions**, Fisher's exact test<sup>2</sup>, based on sampling without replacement model and following a hypergeometric distribution<sup>3</sup>, is always preferred:

$$\Phi^{-1}(1-p) = \Phi^{-1}\left(\sum_{k=0}^{f_{CLEC}-1} \text{Hypergeom}(k | n_{CLEC}, f_{CLEC} + f_{ILEC}, n_{CLEC} + n_{ILEC})\right)$$

$$= \Phi^{-1}\left(\sum_{k=0}^{f_{CLEC}-1} \frac{\binom{n_{CLEC}}{k} \binom{n_{ILEC}}{f_{CLEC} + f_{ILEC} - k}}{\binom{n_{CLEC} + n_{ILEC}}{f_{CLEC} + f_{ILEC}}}\right),$$

where:

$n_{CLEC}$  = number of observations used in CLEC measurement

$n_{ILEC}$  = number of observations used in ILEC measurement

$f_{CLEC}$  = number of CLEC failures or misses

$f_{ILEC}$  = number of ILEC failures or misses

$p$  = p-value = probability of  $f_{CLEC}$  or more CLEC failures, given margin totals

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

When the expected number of failures and expected number of passes are greater than 5 and when both sample sizes are at least 30, the classical test for equality of proportions<sup>4</sup>, may be used (based on sampling with replacement model):

$$z = (\text{DIFF}) / \sigma_{\text{DIFF}},$$

where:

$$\text{DIFF} = P_{CLEC} - P_{ILEC}$$

$$\sigma_{\text{DIFF}} = \sqrt{P_{\text{POOL}}(1 - P_{\text{POOL}}) \left( \frac{1}{n_{ILEC}} + \frac{1}{n_{CLEC}} \right)}$$

$$P_{\text{POOL}} = \frac{n_{ILEC} P_{ILEC} + n_{CLEC} P_{CLEC}}{n_{ILEC} + n_{CLEC}} = \frac{f_{ILEC} + f_{CLEC}}{n_{ILEC} + n_{CLEC}} \quad (\text{pooled proportion})$$

$n_{ILEC}$  = number of observations used in ILEC measurement

$n_{CLEC}$  = number of observations used in CLEC measurement

$P_{ILEC} = f_{ILEC} / n_{ILEC}$  = ILEC Percentage or Proportion

$P_{CLEC} = f_{CLEC} / n_{CLEC}$  = CLEC Percentage or Proportion.

The classical z-test for proportions is preferred over the modified z test because the latter is undefined in the case of perfect ILEC performance.

Biometrics, 46, 259-266.

<sup>2</sup> Steel & Torrie, Section 22.5 "Fisher's Exact Test", p.504.

<sup>3</sup> Steel & Torrie, Section 23.2 "The Hypergeometric Distribution", p.521.

<sup>4</sup> Steel & Torrie, Section 22.4 "The 2 x 2 or Fourfold Table": Normal approximation, p.502

For measurement results that are expressed as **Rates or Ratios**, exact binomial test<sup>5</sup> based on CLEC market share is always preferred:

$$\begin{aligned}\Phi^{-1}(1-p) &= \Phi^{-1}\left(\sum_{k=0}^{f_{CLEC}-1} \text{Binom}(k, f_{CLEC} + f_{ILEC}, \frac{n_{CLEC}}{n_{CLEC} + n_{ILEC}})\right) \\ &= \Phi^{-1}\left(\sum_{k=0}^{f_{CLEC}-1} \binom{f_{CLEC} + f_{ILEC}}{k} c^k (1-c)^{f_{CLEC} + f_{ILEC} - k}\right),\end{aligned}$$

where:

$$c = \frac{n_{CLEC}}{n_{CLEC} + n_{ILEC}} = \text{CLEC market share of denominator items}$$

$n_{CLEC}$  = number of items in CLEC denominator

$n_{ILEC}$  = number of items in ILEC denominator

$f_{CLEC}$  = number of CLEC troubles

$f_{ILEC}$  = number of ILEC troubles

$p$  = p-value = probability of  $f_{CLEC}$  or more CLEC troubles

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

The modified z-test for rates may be used for large samples, i.e. when both sample sizes are 30 or larger:

$$z \approx (\text{DIFF}) / \sigma_{\text{DIFF}},$$

where:

$$\text{DIFF} = R_{CLEC} - R_{ILEC}$$

$$\sigma_{\text{DIFF}} = \sqrt{R_{\text{POOL}} \left( \frac{1}{n_{ILEC}} + \frac{1}{n_{CLEC}} \right)}$$

$$R_{\text{POOL}} = \frac{n_{ILEC} R_{ILEC} + n_{CLEC} R_{CLEC}}{n_{ILEC} + n_{CLEC}} = \frac{f_{ILEC} + f_{CLEC}}{n_{ILEC} + n_{CLEC}} \quad (\text{pooled rate})$$

$R_{ILEC} = f_{ILEC}/n_{ILEC}$  = ILEC number of troubles per ILEC number of items

$R_{CLEC} = f_{CLEC}/n_{CLEC}$  = CLEC number of troubles per CLEC number of items.

The modified z-test assumes that the term  $(1 - R)$  in the variance estimate formula  $nR(1-R)$  is very close to 1, so it can be omitted. The modified z-test is assumed to asymptotically follow a standard normal distribution, so its value is directly compared to a critical z-value from the K-table.

### Benchmark Tests:

Until feasible bright line benchmarks can be established based on the overall performance for all CLECs combined, taking into account the actual measurement distribution and type I error of 5%, the modified z-test for benchmarks will be used by setting the denominator of the large sample z-test formula as one:

$$z = R_{CLEC} - B,$$

where  $R_{CLEC}$  is CLEC performance result and  $B$  is the established benchmark. The modified z-value will be compared to the critical z-value in the K-table. However, SBC reserves the rights to perform the following exact benchmark tests in the future, if technically feasible:

<sup>5</sup> Steel & Torrie, Section 23.3 "The Binomial Distribution", p.523

Benchmarks (critical z-value applies)		
Percent/Proportion	Rate/Ratio	Average/Mean
• Binomial Exact test with B as proportion	• Poisson Exact test	• One sample t-test

For measurement results that are expressed as **Averages or Means** a one sample t-test with  $n_{CLEC}-1$  degrees of freedom will be used:

$$t = \frac{M_{CLEC} - B}{\sqrt{\frac{\sigma_{CLEC}^2}{n_{CLEC}}}}$$

where:

B = Benchmark

$M_{CLEC}$  = CLEC Average

$\sigma_{CLEC}^2$  = Calculated sample variance for CLEC.

$n_{CLEC}$  = number of observations used in CLEC measurement.

The t-statistic will be converted to a p-value (type I error probability) using a Student t distribution table or calculation with  $n_{CLEC}-1$  degrees of freedom. If the obtained p-value is less than the critical p-value from the K-table, then the result will be deemed not in parity. For publishing purposes, the p-value will be converted to a standard normal z-value. For large sample sizes a normal approximation to Student t distribution may be used (one sample z-test).

For measurement results that are expressed as **Percentages or Proportions** a binomial exact test will be used if technically feasible. The test would take the form:

$$\Phi^{-1}(1 - p) = \Phi^{-1}\left(\sum_{k=0}^{f_{CLEC}-1} \text{Binom}(k, n_{CLEC}, B)\right) = \Phi^{-1}\left(\sum_{k=0}^{f_{CLEC}-1} \binom{n_{CLEC}}{k} B^k (1-B)^{n_{CLEC}-k}\right),$$

where:

B = Benchmark

$n_{CLEC}$  = number of observations used in CLEC measurement

$f_{CLEC}$  = number of CLEC failures or misses

p = p-value = probability of  $f_{CLEC}$  or more CLEC failures

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

For large sample sizes ( $n \geq 5/\min(B, 1-B)$ ), a classical z test for population proportion may be used:

$$z = \frac{P_{CLEC} - B}{\sqrt{\frac{B(1-B)}{n_{CLEC}}}}$$

For measurement results that are expressed as **Rates or Ratios** a Poisson distribution<sup>6</sup> with mean equal to the expected number of failures ( $n_{CLEC} \times B$ ) will be used if technically feasible for all sample sizes to perform an exact test as follows:

$$\Phi^{-1}(1 - p) = \Phi^{-1}\left(\sum_{k=0}^{f_{CLEC}-1} Poisson(k-1, n_{CLEC}, B)\right) = \Phi^{-1}\left(\sum_{k=0}^{f_{CLEC}-1} \frac{(n_{CLEC} \cdot B)^k e^{-n_{CLEC} \cdot B}}{k!}\right),$$

where:

**B** = Benchmark

$n_{CLEC}$  = number of items in CLEC denominator

$f_{CLEC}$  = number of CLEC failures or misses (numerator)

$p$  = p-value = probability of  $f_{CLEC}$  or more CLEC failures

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

For large sample sizes ( $n \geq 10/\min(B, 1-B)$ ), a z test for population rate (approximation to Poisson assuming mean=variance) may be used:

$$z = \frac{R_{CLEC} - B}{\sqrt{\frac{B}{n_{CLEC}}}}$$

**Benchmarks for which critical z-value does not apply:**

In cases where the critical z-value does not apply, the determination of compliance will be made by directly comparing the measured performance delivered to the CLEC to the applicable benchmark, subject to a small sample adjustment as defined in the following table:

<b>Benchmarks (critical z-value does not apply)</b>	
<b>Percent/Proportion or Rate/Ratio</b>	<b>Average/Mean</b>
<b>Sample Size <math>\geq 5/\min(B, 1-B)</math></b>	<b>Sample Size <math>\geq 30</math></b>
<ul style="list-style-type: none"> <li>• Direct comparison</li> </ul>	<ul style="list-style-type: none"> <li>• Direct comparison</li> </ul>
<b>Sample Size <math>&lt; 5/\min(B, 1-B)</math></b>	<b>Sample Size <math>&lt; 30</math></b>
<ul style="list-style-type: none"> <li>• Use adjustment tables</li> </ul>	<ul style="list-style-type: none"> <li>• Eliminate the largest occurrence from the average calculation</li> </ul>

For measurement results that are expressed as **Averages or Means** the largest occurrence (outlier) will be excluded from the calculation for sample sizes less than 30.

From the above table and from the chart below it is obvious that the adjustment is modest and negligible for sample sizes over 20.

<sup>6</sup> Steel & Torrie, Section 23.6 "The Poisson Distribution", p.528

For measurement results that are expressed as **Percentages or Proportions** the following small sample adjustment should be used:

10% Benchmark		5% Benchmark		1% Benchmark	
Sample size	Maximum permitted misses	Sample size	Maximum permitted misses	Sample size	Maximum permitted misses
1 to 7	1	1 to 14	1	1 to 70	1
8 to 16	2	15 to 32	2	71 to 162	2
17 to 27	3	33 to 54	3	163 to 272	3
28 to 39	4	55 to 78	4	273 to 392	4
40 to 50	5	79 to 100	5	393 to 500	5

The table can be expanded to accommodate any benchmark if necessary by using the same iterative process (described in SBC white paper).

The same table should be used for benchmark **rates or ratios**.

**K-table:**

The compliance procedure recognizes that there will always be random variation in the results. Due to simultaneous testing, a single test Type I error compounds fast as the number of performed tests in a single month for a particular CLEC increases. The overall acceptance level, alpha, is set to be exactly 0.05 for each CLEC. This means that the ILEC will be found non-compliant 5% of the time even if its systems are tuned to operate at perfect parity. Depending on the total number of tests performed in a month, the individual CLEC's critical p-value and a corresponding number of allowed missed submeasures K will be determined based on the following K-table. In most cases the statistical test p-value will have to be converted to a z-value via inverse standard normal cumulative distribution function:

$$z\text{-value} = \Phi^{-1}(1 - p)$$

Conversely, each standard normal z-value yields the test's p-value as the probability of the right tail of the standard normal distribution:

$$p\text{-value} = 1 - \Phi(z)$$

Critical Z - Statistic Table

Number of Performance Submeasures N	K Values	Critical Z-value
1	0	1.65
2	0	1.96
3	0	2.12
4	0	2.23
5	0	2.32
6	0	2.39
7	0	2.44
8	1	1.69
9	1	1.74
10-19	1	1.79
20-29	2	1.73
30-39	3	1.68
40-49	3	1.81
50-59	4	1.75
60-69	5	1.7
70 -79	6	1.68
80 - 89	6	1.74
90 - 99	7	1.71
100 - 109	8	1.68
110 -119	9	1.7
120 - 139	10	1.72
140 - 159	12	1.68
160 - 179	13	1.69
180 - 199	14	1.7
200 - 249	17	1.7
250 - 299	20	1.7
300 - 399	26	1.7
400 - 499	32	1.7
500 - 599	38	1.72
600 - 699	44	1.72
700 - 799	49	1.73
800 - 899	55	1.75
900 - 999	60	1.77
1000 and above	Calculated for Type-1 Error Probability of 5%	Calculated for Type-1 Error Probability of 5%

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**PERFORMANCE MEASUREMENTS BUSINESS RULES**

**A. Pre-Ordering/Ordering**

<b>1.1. Measurement</b>	
Average Response Time for Manual Loop Make-Up Information	
<b>Definition:</b>	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
<b>Exclusions:</b>	
Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included.	
<b>Business Rules:</b>	
For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either has been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System.	
For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System.	
SBC will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\sum(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and SBC or its affiliates (or SBC acting on behalf of its affiliate).by state.
<b>Disaggregations and Benchmarks:</b>	
None	3 business days (Critical Z does not apply)

<b>2. Measurement</b>	
Percent Responses Received within "X" seconds – OSS Interfaces	
<b>Definition:</b>	
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA ) by function.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
<p>Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website.</p> <p>For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC.</p> <p>If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate), by interface, by state.
<b>Disaggregations and Benchmark:</b>	
<p>Overall transactions returned within required interval. Benchmark 95%                  Does not include Protocol Translation times as noted below.</p> <p>No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply)</p> <p>All measurements below will be reported on a diagnostic basis.</p>	
<b>Measurement</b>	<b>EnhancedVerigate, EDI and CORBA</b>
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) <= 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds

Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds
Dispatch Required	95% in <=19 seconds
PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 seconds
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

<b>4 Measurement</b>	
OSS Defects Per Million Opportunities (DPMO)	
<b>Definition:</b>	
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with SBC Southwest's change management process</li> <li>Undetected Interface outages reported by a CLEC that were not reported to SBC Southwest's designated trouble reporting center within 5 business days</li> </ul>	
<b>Business Rules:</b>	
<p>The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which SBC Southwest plans to offer and support CLEC access to SBC Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the SBC Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions).</p> <p>SBC will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SBC Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>Verigate (interface only) = 5000 DPMO</li> <li>EDI Pre-Order (interface only) = 3000 DPMO</li> <li>CORBA Pre-Order (interface only) = 3000 DPMO</li> <li>Total of all 5 Pre-Order function disaggregations = 5,000 DPMO</li> <li>LEX = 5000 DPMO</li> <li>EDI Ordering = 3000 DPMO</li> <li>EBTA GUI = 5000 DPMO</li> <li>EBTA App-to-App = 5000 DPMO</li> <li>SBC Southwest RAF (by CLEC) = 5000 DPMO</li> <li>SBC Toolbar = 5000 DPMO</li> <li>EASE reported for Consumer and Business = Diagnostic</li> </ul> <p>(Critical Z does not apply)</p>	

<b>5. Measurement: (PM 5 combined with PM 5.2)</b>
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR requests.
<b>Definition:</b>
Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and

accurate service request to return of confirmation to CLEC.

**Exclusions:**

For LSRs

- Rejected (manual and electronic) LSRs.
- SBC only Disconnect orders.
- Services ordered out of the Access Tariff
- Interconnection Orders
- Unbundled Dedicated Transport Orders

For ASRs

- All LSRs
- Access Orders purchased from SBC tariffs
- Rejected (manual and electronic) ASRs
- SBC Only disconnect Orders

**Business Rules:**

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.

All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked.

The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

**ENHANCEDLEX/EDI**

For ENHANCEDLEX and EDI originated LSRs, the start date and time is the receive date and time

that is automatically recorded by the interface (EDI or ENHANCEDLEX) with the system date and time. The end date and time is recorded by the interface (EDI or ENHANCEDLEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

### **MANUAL REQUESTS**

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2<sup>nd</sup> attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

### **FOR ASRs:**

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

<b>Calculation:</b>	<b>Report Structure:</b>
(# FOCs returned within "x" hours + total FOCs sent) * 100	Reported by CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate). This includes mechanized from EDI and ENHANCEDLEX and manual (e.g. FAX or phone orders). By State.
<b>Disaggregations and Benchmarks:</b>	

<p>1. Electronic/Electronic LSRs</p> <p>2. Manual Intervention LSRs</p> <p>A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS</p> <p>B. Mechanized UNE xDSL Capable Loop (1-20)</p> <p>C. Mechanized UNE xDSL Capable Loop (&gt;20)</p> <p>D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49)</p> <p>E. Manual and Mechanized Complex Bus (&gt;200)/Manual and Mechanized UNE Loop (&gt;50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (&gt;20)/Manual UNE xDSL Capable Loop ( &gt; 49)</p> <p>F. Manually and Mechanized LNP Complex Business (&gt;50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) &lt; Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects</p> <p>3. ASRs</p> <p>A. Interconnection Facilities and Trunks</p> <p>B. Unbundled Dedicated Transport DS3s</p> <p>C. Unbundled Dedicated Transport DS1s</p> <p>D. Projects</p>	<p>1. Electronic – Electronic 95% within 45 minutes</p> <p>2. 95% within</p> <p>A. 5 Hours</p> <p>B. 6 Hours</p> <p>C. 14 Hours</p> <p>D. 24 Hours</p> <p>E. 48 Hours</p> <p>F. Negotiated interval</p> <p>3. 95% within</p> <p>A. 7 business days</p> <p>B. 5 business days</p> <p>C. 1 business days</p> <p>D. Negotiated Interval</p> <p>(Critical Z does not apply)</p>
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<b>7.1 Measurement</b>	
Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion	
<b>Definition:</b>	
Percent Mechanized Completion Notifications Available Within one Business Day	
<b>Exclusions:</b>	
Exclude Weekends And Holidays	
<b>Business Rules:</b>	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# mechanized completions notifications returned to the CLEC within 1 business day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and SBC Affiliate, by state.
<b>Disaggregations and Benchmark:</b>	
None	97% (Critical Z does not apply)

<b>10. Measurement (PM 10 combined with PM 10.1)</b>	
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR	
<b>Definition:</b>	
Percent mechanized rejects returned within one hour of the receipt of the LSR	
<b>Exclusions:</b>	
For manual rejects received electronically only, rejects of LSRs received through manual process.	
<b>Business Rules:</b>	
<u>Mechanized Rejects</u>	
<p>The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p>	
<u>Manual Rejects Received Electronically</u>	
<p>The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.</p>	
<p>The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
<p>(# mechanized rejects returned within 1 hour + total rejects) * 100          (# electronic manual rejects returned within 6 hours of receipt of LSR+ total electronic manual rejects) * 100</p>	Reported for CLEC and all CLECs and SBC affiliate, by state.
<b>Disaggregations and Benchmark:</b>	
<p>1. Mechanized          2. Manual rejects received electronically</p>	<p>1. 97% within 1 hour          2. 97% within 6 hours</p> <p>(Critical Z does not apply)</p>

<b>10.2 Measurement:</b>	
Percentage of Orders that receive SBC-caused Jeopardy Notifications	
<b>Definition:</b>	
Percentage of total orders received electronically via LEX/EDI and processed for which SBC notifies the CLEC that an order is in jeopardy of meeting the due date, due to SBC cause.	
<b>Exclusions:</b>	
N and D service orders	
<b>Business Rules:</b>	
Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SBC identifies the potential for not meeting the scheduled due date (LOF or additional information).	
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)</li> <li>• Facilities Jeopardies</li> <li>• Other SBC caused Jeopardies</li> <li>• CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR: 6+ (13 State Documentation, Volume II, SBC Local Responses, Local Response Jeopardy, RCODE – Reason Code..</li> </ul>	Diagnostic

<b>11.2 Measurement:</b>
Average SBC-caused Jeopardy Notification Interval
<b>Definition:</b>
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SBC issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).
Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.
<b>Exclusions:</b>
<ul style="list-style-type: none"><li>• N and D Service orders</li></ul>
<b>Business Rules:</b>
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that SBC issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
<b>Levels of Disaggregation:</b>

<ul style="list-style-type: none"> <li>• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999)</li> <li>• Facilities Jeopardies                             <ul style="list-style-type: none"> <li>POTS (includes the following):                                     <ul style="list-style-type: none"> <li>• 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)</li> <li>• 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)</li> <li>• 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access</li> <li>• UNE Platform – POTS</li> </ul> </li> <li>UNE SPECIALS or Designed Services (includes the following):                                     <ul style="list-style-type: none"> <li>• BRI Loop with Test Access</li> <li>• ISDN BRI Port</li> <li>• DS1 Loop with Test Access</li> <li>• DS1 Dedicated Transport</li> <li>• Subtending Channel (23B)</li> <li>• Subtending Channel (1D)</li> <li>• Analog Trunk Port</li> <li>• Subtending Digital Direct Combination Trunks</li> <li>• DS3 Dedicated Transport</li> <li>• Dark Fiber</li> <li>• DSL Loops – Line Sharing</li> <li>• DSL Loops – Non-Line Sharing</li> <li>• DSL Loops - Line Splitting</li> <li>• UNE-Platform-Specials</li> </ul> </li> </ul> </li> </ul> <p style="margin-left: 40px;">Other SBC Caused</p> <ul style="list-style-type: none"> <li>• Other SBC caused Jeopardies</li> <li>• CLEC/EU caused Jeopardies</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
Sum (( Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SBC affiliate by state.
<b>Benchmark:</b>	
Facilities Jeopardies: POTS – 1 hour UNE Specials – 4 hours Other SBC caused – 1 day	
Diagnostic only	

<b>12.1 Measurement</b>	
Percent Provisioning Accuracy	
<b>Definition:</b>	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Cancelled Orders</li> <li>• Rejected orders due to CLEC caused errors</li> </ul>	
<b>Business Rules:</b>	
This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. SBC commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer.	
SBC Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and SBC, by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Flow Through</li> <li>• Non-Flow Through</li> </ul> Note: SBC will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.	95%

<b>12.2 Measurement</b>	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
<b>Definition:</b>	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Where CLEC accesses SBC's systems using a Service Bureau Provider, the measurement of SBC's performance shall not include Service Bureau Provider processing, availability or response time.</li> <li>• CLEC-caused misses and delays</li> </ul>	
<b>Business Rules:</b>	
Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day.	
This includes all products for which loss notifications are sent.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of mechanized line loss notifications returned to the CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC all CLECs, and SBC Affiliates, by state.
<b>Disaggregations and Benchmarks:</b>	
None	95% within one business day



<b>13. Measurement</b>	
Order Process Percent Flow Through	
<b>Definition:</b>	
Percent of orders from entry to distribution that progress through SBC ordering systems without manual intervention.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes rejected orders</li> <li>• Manually received orders</li> </ul>	
<b>Business Rules:</b>	
The number of eligible orders that flow through SBC's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by SBC and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and SBC and SBC affiliate, by state.
<b>Disaggregations and Benchmarks:</b>	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%

<b>13. 1 Measurement</b>	
Overall Percent LSR Process Flow Through	
<b>Definition:</b>	
Percent of LSRs that progress through SBC's ordering, provisioning, and billing systems without manual intervention.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error</li> </ul>	
<b>Business Rules:</b>	
<p>The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which SBC returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:</p> <ul style="list-style-type: none"> <li>• LSRs for which SBC returns a manually generated reject, order confirmation, or jeopardy notification,</li> <li>• LSRs for which SBC internal service orders are not electronically generated or as to which any manual entry is made on associated SBC internal service orders,</li> <li>• LSRs with any associated service orders that do not distribute out of SBC's SORD system without fall out or manual processing,</li> <li>• LSRs with any associated service orders that do not update databases without fall out or manual processing,</li> <li>• LSRs which result in any manual AIN trigger setting or manual switch translation work,</li> <li>• LSRs with any associated service orders that do not successfully post to each SBC back end billing systems without fall out or manual processing including error resolution.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SBC and SBC Affiliates by state.
<b>Disaggregations and Benchmarks:</b>	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

**B. Billing**

<b>17.2 New Measurement</b>	
Billing Completion Notices	
<b>Definition:</b>	
Percentage of Billing Completion Notices sent within five business days after service order posting in SORD. For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Access Service Orders billed through CABS</li> <li>• Interconnection Trunk Orders</li> <li>• T-Orders when dual service is involved</li> <li>• Weekends and Holidays</li> </ul>	
<b>Business Rules:</b>	
This measurement will determine percentage of Billing Completion notices sent to CLEC within 5 business days after service order posting in SORD. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion. If multiple orders exist on a single LSR, the last order must post in SORD prior to triggering the five business day window. Billing Completion notices are not sent to CLEC until all related SORD orders have posted in the billing systems.	
<b>Calculation:</b>	<b>Report Structure:</b>
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
<b>Disaggregations and Benchmarks:</b>	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

## C. Miscellaneous Administrative

<b>22. Measurement</b>	
Local Service Center (LSC) Grade Of Service (GOS)	
<b>Definition:</b>	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
<b>Exclusions:</b>	
Excludes Weekends and Holidays.	
<b>Business Rules:</b>	
The clock starts when the customer enters the queue and the clock stops when a SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.	
<b>Calculation:</b>	<b>Report Structure:</b>
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
<b>Disaggregations and Benchmarks:</b>	
By SBC LSC	Parity with SBC RSC / BSC

<b>22.1 Measurement:</b>	
Mechanized Customer Production Support Center (MCPSC) Average Speed of Answer	
<b>Definition:</b>	
Average speed of answer for calls answered by the Mechanized Customer Production Support Center (MCPSC) for the SBC region.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Weekends</li> <li>• Holidays</li> <li>• Outside normal business hours</li> </ul>	
<b>Business Rules:</b>	
The clock starts when a call enters the queue and the clock stops when a SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the MCPSC call management system queue until the CLEC call is transferred to a SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Normal business hours of operation are 7:00 a.m. to 7:00 p.m. CST. Monday through Friday.	
<b>Calculation:</b>	<b>Report Structure:</b>
Total amount of time between the receipt of a call to the selected regional option for the MCPSC until the call is answered by the SBC representative / Total number of calls answered by the MCPSC.	Reported for all calls to the MCPSC.
<b>Disaggregations and Benchmarks:</b>	
None	Less than 120 seconds. Critical-Z does not apply.

<b>25. Measurement</b>	
Local Operations Center (LOC) Grade Of Service (GOS)	
<b>Definition:</b>	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The clock starts when the customer enters the queue and the clock stops when the SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.	
<b>Calculation:</b>	<b>Report Structure:</b>
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and SBC Retail Repair Bureau (CSB) for maintenance calls by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Maintenance Calls (i.e., calls to 1-800-220-4818)</li> <li>• Provisioning Calls – DSL (i.e., calls to 1-817-212-5900)</li> <li>• Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598; calls to Interconnection: 1-817-212-5588)</li> </ul> <p>(The telephone numbers above are subject to change, but notification will be made via an Accessible Letter.)</p>	<ul style="list-style-type: none"> <li>• Parity with SBC CSB</li> <li>• 90% within 20 seconds (Critical Z does not Apply)</li> <li>• 90% within 20 seconds (Critical Z does not Apply)</li> </ul>

**D. Provisioning**

<b>28. Measurement (PM 28 combined with PM 56, PM 56.1, PM 73, and PM 91)</b>
Percent POTS/UNE-P/Specials/UNES/LNP Loop/LNP Standalone/Interconnection Trunks Installations Completed Within the customer requested due date.
<b>Definition:</b>
<b>POTS/UNE-P/Specials/UNES/LNP Loops/LNP Standalone</b> Measure of orders (circuits for specials) completed within the customer requested due date when that date is greater than or equal to the standard offered interval, (see Due Date Interval Matrix at the end of this document.), or if expedited the date agreed to by SBC.
<b>Interconnection Trunks</b> Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>● Excludes customer caused misses (e.g., customer not ready, construction not complete).</li> <li>● Excludes all orders except N, T, and C orders.</li> <li>● Excludes Weekends and Holidays.</li> <li>● Excludes circuits requested for less than the standard offered interval unless agreed to by SBC</li> <li>● NPAC caused delays unless caused by SBC (LNP only)</li> </ul>
<b>Business Rules:</b>
<b>POTS/UNE-P</b> The clock starts on the Application Date, which is the day that SBC receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that SBC personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion - Application Date), if the order is Next Day Due, then [(Completion - Next Business Day) + 1]. UNE Combinations, are reported at order level.  Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by SBC. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SBC agreed to due date will be substituted for the customer requested due date and included in this measure.  Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by SBC.  SBC will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders).
<b>Specials</b> The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring

negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure is reported at a circuit level.

#### UNEs/EELS

The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SBC personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure includes expedites agreed to by SBC. This measure is reported at a circuit level.

#### LNP Loops

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SBC personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3 day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4 day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

#### LNP Standalone

Industry guidelines for due dates for LNP are as follows:

- For Offices in which NXXs are previously opened – 3 Business Days.
- New NXX – 5 Business days on LNP capable NXX.

The above-noted due dates are from the date of the FOC receipt.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.
- >30 TNs, including entire NXX: The due dates are negotiated.

#### Interconnection Trunks

SBC will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date.

Calculation:	Report Structure:
POTS/UNE-P/Specials/UNEs - (Count of orders/circuits installed within the requested interval ÷ total number of orders/circuits not subject to exclusions) * 100	Reported for CLEC, all CLECs and SBC by state.
LNP Loops/LNP Standalone - Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100	
Interconnection Trunks - (Count trunk circuits completed within the	



<p>customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SBC + total trunk circuits completed) * 100</p>	
<b>Disaggregations and Benchmarks:</b>	
<p><b>POTS</b></p> <ol style="list-style-type: none"> <li>1. Field Work (FW) <ul style="list-style-type: none"> <li>- Bus Class of Svc</li> <li>- Res Class of Svc</li> </ul> </li> <li>2. No Field Work (NFW) <ul style="list-style-type: none"> <li>- Bus Class of Svc</li> <li>- Res Class of Svc</li> </ul> </li> <li>3. UNE-P -Field Work (FW)</li> <li>4. UNE -P - No Field Work (NFW)</li> <li>5. 8.0dB Loops (standalone and loop with LNP)</li> </ol> <p><u>Resale Specials/UNE</u></p> <ol style="list-style-type: none"> <li>6. DS0 (DDS, VGPL, 5 db loops, switch ports)</li> <li>7. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport</li> <li>8. ISDN &amp; BRI (resale, loops and ports)</li> <li>9. DSL and Line Splitting</li> <li>10. Line Sharing and IDSL)</li> <li>11. EELS – DSO</li> <li>12. EELS – DS1</li> <li>13. Interconnection trunks</li> <li>14. <u>LNP only:</u> NXXs previously opened and NXX new ( 1-30 TNs and greater than 30 TNs)</li> </ol>	<ol style="list-style-type: none"> <li>1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)</li> <li>2. Resale POTS parity between No Field Work compared to SBC Retail No Field Work (N, T, C order types).</li> <li>3. UNE-P Parity between Field Work compared to SBC Retail Field Work (N, T, C order types)</li> <li>4. UNE-P Parity between No Field Work compared to SBC Retail No Field Work. (N, T, C order types).</li> <li>5. 95%</li> </ol> <p>Resale Specials and UNEs</p> <ol style="list-style-type: none"> <li>6. 95%</li> <li>7. 95% in five days (Critical Z does not apply)</li> <li>8. 95%</li> <li>9. 95%</li> <li>10. 95%</li> <li>11. 90%(5 days), 92% in 6 months, 95% in a year</li> <li>12. 90%(5 days), 92% in 6 months, 95% in a year (Critical Z does not apply)</li> <li>13. 95%</li> <li>14. 96.5%</li> </ol>

<b>30. Measurement (PM 30 Combined with PM 60)</b>	
Percent SBC Missed Due Dates Due To Lack of Facilities	
<b>Definition:</b>	
POTS/UNE-P/Specials/8.0 dB Loops Percent N, T, and C orders with missed committed due dates due to lack of facilities.	
<b>UNEs</b> Percentage of UNEs circuits with missed committed due dates due to lack of facilities.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes orders that are not N, T, or C.</li> <li>• Interconnection Trunks.</li> </ul>	
<b>Business Rules:</b>	
<p>POTS/UNE-P – The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity.</p> <p>UNE-P- are reported at order level. The lack of facilities is selected based on the missed reason code.</p> <p>Specials – The Due Date starts the clock. The Completion Date is the day that SBC personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code.</p> <p>UNEs/EELS – Any completion date that is greater than the due date with a SBC lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of orders / circuits with missed due dates due to lack of facilities + total field work orders / circuits completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and SBC Retail for POTS. By state.
<b>Disaggregations and Benchmarks:</b>	

1. POTS- Field Work (FW) - Bus Class of Svc - Res Class of Svc	1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types)
2. UNE-P -Field Work (FW)	2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types)
3. 8.0dB Loops	3. Compared to Business Retail POTS and Residence Retail POTS Combined
<u>Resale Specials/UNEs:</u>	4. 5%
4. DS0 (DDS, VGPL, switch ports)	5. 4% (Critical Z does not apply)
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	6. 5%
6. ISDN & BRI (resale, loops, and ports)	7. 5%
7. DSL and Line Splitting	8. 5%
8. Line Sharing and IDSL	9. 5%
9. EELS - DS0	10. 8%, 4% in 6 months (Critical Z does not apply)
10. EELS - DS1	
	Note: Comparisons are used for Diagnostic purposes only.

<b>32. Measurement (PM 32 Combined with PM 62 and PM 74)</b>	
Average Delay Days For SBC Caused Missed Due Dates.	
<b>Definition:</b>	
<u>POTS/UNE-P/Specials</u> Average calendar days from due date to completion date on company missed orders /circuit.	
<u>UNEs/EELS</u> Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).	
<u>Interconnection Trunks</u> Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC to completion date on company missed interconnection trunk orders.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes orders that are not N, T, or C.</li> </ul>	
For Specials/UNEs/Interconnection Trunks Only:	
<ul style="list-style-type: none"> <li>• Excludes any incremental days attributable to the CLEC after the initial SBC caused delay. Does not exclude No Access attributable to the end user after the initial due date has been missed by SBC.</li> </ul>	
<b>Business Rules:</b>	
Resale POTS and UNE-P - The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SBC which is the due date reflected on the FOC. The Completion Date is the day that SBC personnel complete the service order activity. UNE-Ps are reported by the order that completes the service activity POTS and UNE-Ps are reported at an order level.	
Specials - The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID.	
UNEs/EELS - The calculation is the difference in calendar days between the completion date and the FOC due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by SBC, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail.	
Interconnection Trunking - The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SBC. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\Sigma(\text{Completion date} - \text{orders/committed circuits due date})}{(\text{total \# of completed orders/posted circuits with a SBC caused missed due date})}$	Reported for CLEC, all CLECs and SBC, by state.
<b>Disaggregations and Benchmarks:</b>	

<p>POTS</p> <ol style="list-style-type: none"> <li>1. Field Work (FW) - Bus Class of Svc - Res Class of Svc No Field Work (NFW) - Bus Class of Svc - Res Class of Svc</li> <li>2. UNE-P Field Work (FW) No Field Work (NFW)</li> <li>3. 8.0dB Loops - FW 8.0dB Loops - NFW</li> </ol> <p><u>Resale Specials/UNEs:</u></p> <ol style="list-style-type: none"> <li>4. DS0 (DDS, VGPL, 5.0 dB loops, switch ports)</li> <li>5. DS1 and above (DS1, DS3, OCn, and Dark Fiber) Loops and Transport)</li> <li>6. ISDN &amp; BRI (resale, loops and ports)</li> <li>7. DSL and Line Splitting</li> <li>8. Line Sharing and IDSL</li> <li>9. EELS - DS0</li> <li>10. EELS - DS1</li> <li>11. Interconnection Trunks</li> </ol>	<ol style="list-style-type: none"> <li>1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work (N, T, C order types).</li> <li>2. UNE-P Parity between Field Work compared to SBC Field Work (N, T, C order types) and No Field Work compared to SBC Retail No Field Work. (N, T, C order types).</li> <li>3. Compared to Business Retail POTS and Residence Retail POTS Combined - FW and NFW</li> <li>4. 6 days</li> <li>5. 6 days (Critical Z does not apply)</li> <li>6. 5 days</li> <li>7. 6 days</li> <li>8. 6 days</li> <li>9. 6 days</li> <li>10. 6 days (Critical Z does not apply)</li> <li>11. Parity with SBC Interoffice trunking network</li> </ol>
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<b>35. Measurement (PM 35 Combined with PM 59 and PM 98)</b>
Percent Trouble Report Within X Days (I-10 / I-30) of Installation
<b>Definition:</b>
Percent of N, T, C orders, (by circuit for specials), that receive an electronic or manual trouble report on or within 10 calendar days for POTS/UNE-P, or 30 calendar days for specials), of service order completion.
Percentage of UNEs that receive a customer trouble report within "X" calendar days, where "x" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, of service order completion.
<b>Exclusions:</b>
<ul style="list-style-type: none"> <li>• Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number.</li> <li>• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> <li>• Excludes reports caused by customer provided equipment (CPE) or wiring, Interexchange Carrier/Competitive Access Provider, and Informational.</li> <li>• Excludes trouble report received on the due date before service order completion.</li> <li>• Interconnection Trunks</li> <li>• Loops without test access - BRI</li> <li>• Orders that are not N, T, or C.</li> <li>• DSL loops &gt; 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps that are determined to be the cause of trouble.</li> <li>• Trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC.</li> <li>• UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date.</li> <li>• Trouble reports for DSL stand alone loops caused by the lack of loop acceptance testing between CLEC and SBC due to CLEC reasons on the due date.</li> <li>• CLEC-caused errors.</li> <li>• NPAC-caused errors unless caused by SBC.</li> <li>• Stand Alone LNP Orders with more than 500 number activations.</li> </ul>
<b>Business Rules:</b>
<u>POTS/UNE-P</u>
Includes reports received the day after SBC personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.
<u>Resale specials</u>
A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. The denominator for this measure is the total count of orders posted within the

reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the reporting month.

#### UNES/EELS

A trouble report is counted if it is received within "X" calendar days, where "X" is 10 calendar days for 8db loops and 30 calendar days for all other UNEs, calendar days of a service order completion. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within "X" calendar days where "X" is 10 calendar days for 8db and 5dB loops and 30 calendar days for all other UNEs, calendar days of service order completion that were closed during the reporting month.

<b>Calculation:</b>	<b>Report Structure:</b>
(Count of initial, electronic or manual trouble reports on or within X (where X is 10 days for POTS/UNE-P and 8dB loops, UNE-P, and 30 days for Resale Specials) calendar days of service order completion + total # of orders/total circuits ) * 100	Reported for POTS Resale by CLEC, total CLECs and SBC, by state.
<b>Disaggregations and Benchmarks:</b>	
<p>1. POTS  N&amp; T orders  C Orders  Field Work (FW)  No Field Work (NFW)  Business class of service  Residence class of service</p> <p>2. UNE-P  New/Move Orders  Change/conversion Orders  Field Work (FW)  No Field Work (NFW)</p> <p>3. 8.0dB Loop  <u>Specials Resale/UNE</u></p>	<p>1. Resale POTS parity between Field Work compared to SBC Field Work (N, T, and C order types) and No Field Work compared to SBC Retail No Field Work (N, T, and C order types).</p> <p>2. UNE-P  Parity between Field Work New and Move orders compared to SBC Field Work New and Move orders. Parity between Field Work Change and Conversion orders compared to SBC Field Work Change orders.  Parity between No Field Work New and Move orders compared to SBC Retail No Field Work New and Move orders. Parity between No Field Work Change and Conversion orders compared to SBC Retail No Field Work Change orders.</p> <p>3. Compared to Retail POTS Business and Retail POTS Residence combined</p> <p>4. 5%</p> <p>5. 4% (Critical Z does not apply)</p>

4. DS0 (DDS, VGPL, 5 db Loops, & switch ports)	
5. DS1 and above (DS1,DS3, OCn and Dark Fiber) Loops and Transport	6. 5%
	7. 5%
	8. 5%
6. ISDN & BRI (resale, loops and ports)	
7. DSL and Line Splitting	9. 8%, 5% in 6 months
8. Line Sharing and IDSL	10. 8%, 5% in 6 months (Critical Z does not apply)
	11. Parity with SBC Retail POTS – No Field Work
9. EELS – DS0	
10. EELS – DS1	
11. Stand Alone LNP	



<b>101. Measurement:</b>	
Percent Out of Service < 60 minutes	
<b>Definition:</b>	
The Number of LNP related conversions where the time required to facilitate the activation of the port in SBC's network is less than 60, expressed as a percentage of total number of activations that took place.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• CLEC-caused errors.</li> <li>• NPAC-caused errors unless caused by SBC.</li> <li>• Stand Alone LNP Orders with more than 500 number activations.</li> </ul>	
<b>Business Rules:</b>	
The Start time is the receipt of the NPAC broadcast activation message in SBC's LSMS. The End time is when the Provisioning event is successfully completed in SBC's network as reflected in SBC's LSMS. Count the number of activations that took place in less than 60 minutes.	
<b>Levels of Disaggregation:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations ) * 100.	Reported by CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
None	96.5% Critical z-value does not apply

**E. Maintenance**

<b>37.1 Measurement (PM 37.1 Combined with PM 65.1)</b>	
Trouble Report Rate net of installation and repeat reports	
<b>Definition:</b>	
The number of electronic or manual customer trouble reports exclusive of installation and repeat reports within a calendar month, per 100 lines/circuits/UNEs.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes reports caused by customer provided equipment (CPE), Interexchange Carrier/Competitive Access Provider, and Informational or wiring.                             <ul style="list-style-type: none"> <li>• CLEC Excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> </ul> </li> <li>• Excludes installation reports. An installation report is defined as any report that comes in within "X" calendar days of service order completion, where "X" is 10 for POTS and 8db loops and "X" is 30 for special services.</li> <li>• Excludes repeat reports. A repeat report is defined as a trouble report received within X calendar days of a previous customer report, where X is 10 days for POTS, 8.0dB loops, UNE-P and 30 days for resale specials and all other UNEs.</li> <li>• Excludes BRI loops without test access</li> <li>• Excludes DSL loops &gt; 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters, and bridged taps are determined to be the cause of trouble.</li> <li>• Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.</li> <li>• UNE DS1 Loop trouble reports where CLEC chooses not to do cooperative testing or acceptance testing between CLEC and SBC due to CLEC reasons on the due date</li> <li>•</li> </ul>	
<b>Business Rules:</b>	
<u>POTS/UNE-P</u>	
CLEC and SBC repair reports are entered and tracked. They are downloaded nightly. Reports are counted in the month they post.	
<u>UNEs/EELS</u>	
Repair reports are entered and tracked by trouble ticket type. Reports are counted in the month they post.	
<b>Calculation:</b>	<b>Report Structure:</b>
[Total number of customer trouble reports less installation and repeat reports ÷ (total lines or circuits) + 100]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SBC, by state.
<b>Disaggregations and Benchmarks:</b>	

1. POTS Business class of service Residence class of service	1. POTS- Parity with SBC retail
2. UNE – P	2. UNE-P – Parity with Retail POTS Business and Retail POTS Residence combined.
3. 8.0dB Loops	3. Parity with Retail POTS Business and Retail POTS Residence combined.
<u>Specials Resale/UNE</u>	4. 5%
4. DS0 (DDS, VGPL, 5 db Loops, switch ports)	5. 4% (Critical Z does not apply)
5. DS1 and above (DS1, OCn and Dark Fiber) Loops and Transport	6. 5%
6. ISDN & BRI (resale, loops and ports)	7. 3%
7. DSL and Line Splitting	8. 3%
8. Line Sharing and IDSL	9. 5%
9. EELS – DS0	10. 4% (Critical Z does not apply)
10. EELS – DS1	

<b>38. Measurement (PM 38 Combined With PM 66)</b>	
Percent Missed Repair Commitments	
<b>Definition:</b>	
Percent of trouble reports not cleared by the commitment time.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> <li>• No Access and delayed maintenance for UNE loops.</li> <li>• Specials and Interconnection Trunks</li> <li>• Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (UNE Only)</li> </ul>	
<b>Business Rules:</b>	
<u>POTS/UNE-P</u>	
The commitment date and time is established when the repair report is received. The cleared time is the date and time that SBC personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."	
<u>UNE Loops</u>	
The commitment time is currently defined as 24 hours for 8.0dB loops. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SBC, by state.
<b>Disaggregations and Benchmark:</b>	
1. POTS - Residence <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> POTS - Business <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> 2. UNE-P <ul style="list-style-type: none"> <li>• Dispatch</li> <li>• No Dispatch</li> </ul> 3. 8.0dB Loops	1. POTS - Parity with SBC Retail  2. UNE-P – Parity with SBC Retail POTS Business and Residence combined  3. Compared to SBC Retail POTS business and residence combined

<b>39. Measurement (PM 39 Combines with PM 67 and PM 76)</b>	
Mean time to restore / Average Trunk Restoration Interval	
<b>Definition:</b>	
<u>POTS/UNE-P</u> Average duration in calendar days / clock hours of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.	
<u>UNES/EELS and Specials</u> Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.	
<u>Interconnection Trunks</u> Average time to repair interconnection trunks. This measure is based on calendar days.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>• CLEC excludable reports POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> <li>• Exclude Tickets where the CLEC did not take the first available commitment time until SBC has the ability to exclude no access and delayed maintenance for POTS (WFA Conversion is expected to take place by the end of 2005).</li> <li>• Exclude Vendor meets</li> <li>• No Access Time</li> <li>• Delayed Maintenance Time</li> <li>• Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational (does not apply to POTS)</li> <li>• Exclude Loops without test access – BRI</li> <li>• DSL loops &gt; 12Kf with load coils, repeaters, and/or excessive bridged tap (as identified on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.</li> <li>• Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC</li> </ul>	
<b>Business Rules:</b>	
<u>POTS and UNE-Ps</u> The clock starts on the date and time SEIC receives a trouble report. The clock stops on the date and time that SBC personnel clear the repair activity and complete the trouble report.	
<u>Specials</u> The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.	
<u>UNEs/EELS</u> The start time is when the report is received. The stop time is when the report is cleared in the appropriate system.	
<u>Interconnection Trunks</u> The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when SBC notifies the CLEC of service restoral.	
<b>Calculation:</b>	<b>Report Structure:</b>

<p><math>\Sigma[(\text{Date and time SBC clears ticket with the CLEC}) - (\text{Date and time ticket or trouble report is received})] + \text{Total network customer trouble reports}</math></p> <p>Total trunk outage duration + total trunk trouble reports</p>	<p>Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.</p>
<b>Disaggregations and Benchmarks:</b>	
<p>1. <u>POTS</u></p> <ul style="list-style-type: none"> <li>- Affecting Service</li> <li>- Out of Service             <ul style="list-style-type: none"> <li>- Dispatch</li> <li>- No Dispatch                 <ul style="list-style-type: none"> <li>- Residence</li> <li>- Business</li> </ul> </li> </ul> </li> </ul> <p>2. <u>UNE-P</u></p> <ul style="list-style-type: none"> <li>- Affecting Service</li> <li>- Out of Service             <ul style="list-style-type: none"> <li>- Dispatch</li> <li>- No Dispatch                 <ul style="list-style-type: none"> <li>- Residence UNE-P</li> <li>- Business UNE-P</li> </ul> </li> </ul> </li> </ul> <p>3. <u>8.0dB Loops</u></p> <ul style="list-style-type: none"> <li>- Dispatch</li> <li>- No Dispatch</li> </ul> <p><u>Specials Resale/UNE</u></p> <p>4. DS0 (DDS, VGPL, 5 db Loops, switch ports)</p> <p>5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport)</p> <p>6. ISDN &amp; BRI (resale, loops and ports)</p> <p>7. DSL and Line Splitting</p> <p>8. Line Sharing and IDSL</p> <p>9. EELS – DS0</p> <p>10. EELS – DS1</p> <p>11. Interoffice Trunks</p>	<p>1. POTS – Parity with SBC Retail</p> <p>2. UNE-P residence – Parity with SBC Retail              Residence UNE-P Business – Parity with SBC Retail Business</p> <p>3. Compared to business and residence combined</p> <p>4. 12 hours</p> <p>5. 4.5 hours (Critical Z does not apply)</p> <p>6. 12 hours</p> <p>7. 7.5 hours</p> <p>8. 7.5 hours</p> <p>9. 12 hours</p> <p>10. 4.5 (Critical Z does not apply)</p> <p>11. Parity with SBC Interoffice Trunking Network</p>

<b>40. Measurement</b>	
Percent Out Of Service (OOS) < 24 Hours	
<b>Definition:</b>	
Percent of OOS trouble reports cleared in less than 24 hours.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>● Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open.</li> <li>● CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> <li>●</li> <li>● Excludes reports marked as "No Access" to customer premises.</li> <li>● Excludes Affecting Service reports.</li> </ul>	
<b>Business Rules:</b>	
Customer trouble reports are cleared within 24 hours when: <ul style="list-style-type: none"> <li>● The customer report is received Monday through Friday cleared within 24 hours.</li> <li>● The customer report is received Saturday and cleared within 48 hours.</li> <li>● The customer report is received Sunday and cleared before midnight Monday.</li> <li>● Holidays are excluded.</li> </ul>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of OOS trouble reports < 24 hours + total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and SBC by state.
<b>Disaggregations and Benchmarks:</b>	
1. <u>POTS</u> <ul style="list-style-type: none"> <li>● Business class of service</li> <li>● Residence class of service</li> </ul> 2. <u>UNE-P</u>	1. POTS – Parity with SBC  2. UNE-P - Parity with SBC Business and Residence combined. Note: Comparisons are used for Diagnostic purposes only.

<b>41. Measurement (PM 41 Combined with PM 69)</b>	
Percent Repeat Reports	
<b>Definition:</b>	
Percent of customer trouble reports received within X calendar days of a previous customer report. where X is 10 Days for POTS, UNE-P and 30 Days for Resale Specials and UNEs.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. <ul style="list-style-type: none"> <li>• CLEC excludable reports. POTS reports taken on the completion date after the completion of the service order are not excluded unless another exclusion already applies.</li> </ul> </li> <li>•</li> <li>• Interconnection Trunks</li> <li>• Trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational</li> <li>• Loops without test access – BRI</li> <li>• DSL loops &gt; 12Kf with load coils, repeaters, and/or excessive bridged tap (as indicated on the Loop Qual) for which the CLEC has not authorized conditioning and those load coils, repeaters and bridged taps are determined to be the cause of trouble.</li> <li>• Trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.</li> </ul>	
<b>Business Rules:</b>	
Includes customer trouble reports received within X calendar days of an original customer report, where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs. When the second report is received in X days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within X days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
<b>Calculation:</b>	<b>Report Structure:</b>
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within X calendar days of a previous customer report where X is 10 days for POTS and UNE-P and 30 days for Resale Specials and UNEs ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and SBC, by market area for parity measures and by state for benchmark measures.
<b>Disaggregations and Benchmarks:</b>	
1. <u>POTS</u> - <u>Residence</u> - <u>Business</u> 2. <u>UNE-P</u> 3. <u>8.0dB Loop</u> <u>Resale Specials/UNEs:</u> 4. DS0 (DDS, VGPL, 5 db Loops, switch ports) 5. DS1 and above (DS1, DS3, OCn and Dark Fiber) Loops and Transport	1. Parity With SBC Retail POTS 2. Parity with SBC Retail POTS Business and Residence Combined 3. Compared to SBC Retail POTS business and residence combined 4. 10% 5. 15% 10% 6 months (Critical Z does not apply)



6. ISDN & BRI (resale, loops and ports)	6. 10%
7. DSL and Line Splitting	7. 7.5%
8. Line Sharing and IDSL	8. 7.5%
9. EELS - DS0	9. 10%
10. EELS - DS1	10. 15% 10% in 6 months (Critical Z does not apply)

## F. Interconnection Trunks

<b>70. Measurement:</b>	
Percentage of Trunk Blockage	
<b>Definition:</b>	
Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SBC end office to CLEC end office and from SBC tandem to CLEC end office.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Excludes Weekends and Holidays</li> <li>• CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control.</li> <li>• Blocking caused by unplanned load on a CLECs network</li> <li>• SBC is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from SBC on the due date or CLEC has no facilities or equipment at CLEC end.</li> <li>• CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by SBC or in the timeframe specified in the InterConnection Agreement (ICA).</li> <li>• If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by SBC or in the time frame specified in the ICA.</li> <li>• If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement.</li> <li>• If a CLEC's actual trunk usage as shown by SBC from traffic usage studies is more than 25% above the CLEC's most recent forecast which must have been provided within the last six months.</li> <li>• New trunk groups that have not been in service for three months may be excluded from calculations for that 3 month period. Nevertheless, utilization data will be gathered upon the turn-up of the TG.</li> </ul> <p>The exclusions do not apply if SBC fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SBC refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.</p>	
<b>Business Rules:</b>	
Twenty days of data consisting of blocked calls and total calls are collected, aggregated and reported.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\frac{\{(Count\ of\ blocked\ calls\ -\ excluded\ blocked\ calls\} + total\ calls\ offered - \{excluded\ blocked\ calls\}}{total\ calls\ offered} * 100$	Reported for CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• SBC end office to CLEC end office</li> <li>• SBC tandem to end office trunk</li> </ul>	Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]

<b>71. Measurement:</b>	
Common Transport Trunk Blockage	
<b>Definition:</b>	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
<b>Exclusions:</b>	
No data is collected on weekends or holidays	
<b>Business Rules:</b>	
Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ total common transport trunk groups) * 100.	Reported on local common transport trunk groups by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Common trunk groups where CLECs share ILEC trunks</li> <li>• Common trunk groups for CLECs not shared by ILEC</li> </ul>	<ul style="list-style-type: none"> <li>• 3% of SBC common transport trunk groups not to exceed 2% blocking</li> <li>• 3% of SBC common transport trunk groups not to exceed 1% blockage (if a separate common transport trunk group is established to carry CLEC traffic only).</li> </ul>

<b>73.1 Measurement</b>	
Percentage Held Interconnection Trunks	
<b>Definition:</b>	
Percentage of interconnection trunk circuits held greater than 30, 60 or 90 calendar days.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Customer Caused Misses</li> <li>• Excludes any incremental days attributable to the CLEC after the initial SBC caused delay.</li> </ul>	
<b>Business Rules:</b>	
<p>The Customer Desired Due Date or the 21<sup>st</sup> business day after the interconnection trunk order is received by SBC, whichever is greater, starts the clock. The Completion Date is the day that SBC personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID.</p> <p>The number of Held circuits is to be calculated by counting the number of circuits that are in held status as of the end of the reporting month. A circuit is no longer in held status once it is completed. This measure captures circuits that are currently in held status as of month-end, not circuits that were completed during the month that may have been in held status prior to completion (data related to missed due dates and delay days is captured separately in PMs 73 and 74).</p> <p>The Denominator will be completed orders plus held circuits.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100,	Reported by CLEC, all CLECs and SBC by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Interconnection Trunks by 30, 60 and 90 days</li> </ul>	Parity with SBC interconnection trunks. (For purposes of damages, only applicable to trunk circuits held greater than 30 days.)

**G. 911**

<b>104. Measurement</b>	
Average Time Required to Update 911 Database (Facility Based Providers)	
<b>Definition:</b>	
The average time it takes to update the 911 database file.	
<b>Exclusions:</b>	
None	
<b>Business Rules:</b>	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
<b>Calculation:</b>	<b>Report Structure:</b>
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) + \text{total number of files}$	Reported for individual CLEC, all CLECs and SBC, by state.
<b>Disaggregations and Benchmarks:</b>	
None	Parity

**H. Collocation**

<b>107. Measurement</b>	
Percentage Missed Collocation Due Dates	
<b>Definition:</b>	
The percentage of SBC caused missed due dates for collocation projects.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Exclude any applications rejected for non-payment within the times requested under tariff</li> <li>Exclude if the CLEC has not submitted their second fifty percent (50%) payment prior to the due date, SBC- will exclude the job from reporting.</li> </ul>	
<b>Business Rules:</b>	
<p>The clock starts when SBC receives, in compliance with the approved tariff, return of proposed layout for space as specified in the application form from the CLEC. However, for purposes of the measure, once SBC provides a quote to a CLEC, the application is deemed to be in compliance with the approved Tariff. The clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy, and CLEC receives CFA/APOT information. . If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SBC of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SBC to complete the space per the specifications will be counted as part of the interval.</p> <p>Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SBC and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. However, a due date extension resulting from SBC notification that it will not meet the required interval, will not be considered a change in the due date for purpose of this measure. Moreover, any change in due date requested by SBC for whatever reason will not be considered to be a change in due date for purpose of this measure. A CLEC-requested extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none"> <li>CLEC return to SBC corrected and complete floor plan drawings.</li> <li>CLEC placement of required component(s).</li> </ul> <p>If the business rules and tariff are inconsistent, the terms of the tariff will apply. If inconsistencies are identified, SBC will bring these forward for discussion at the next 6-month review.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(count of number of SBC caused missed due dates for collocation facilities + total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and SBC affiliate, by state
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>New</li> <li>Augments</li> </ul> <p>Note: All approved types, e.g. Cages, Cageless, etc. are now included in these)</p>	95% within the due date in the SBC Texas Interstate Tariff or if the CLEC requests a longer interval, the interval agreed to by the parties. Damages and Assessments will be calculated based on the number of days late. (Critical Z does not apply)

**I. Coordinated Conversions**

<b>115.2. Measurement</b>	
Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	
<b>Definition:</b>	
Percentage of CHC/FDT LNP with Loop Lines where an outage occurs.	
<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SBC the opportunity to complete CHC/FDT LNP with Loop within the designated interval.</li> <li>• Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time.</li> <li>• CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time.</li> <li>• Excludes Non-Measured reports (CPE, Interexchange, and Informational).</li> <li>• Reports for which the trouble is attributable to the SBC network (unless SBC had knowledge of the trouble prior to the due date).</li> <li>• Excludes no access to the end user's location.</li> </ul>	
<b>Business Rules:</b>	
An outage is defined as (1) a premature disconnect for both CHC and FDT, which occurs any time SBC begins the cut-over more than 10 minutes prior to the scheduled start time, and (2) an excessive duration for CHC or FDT (where the CHC or FDT LNP with Loop Lines are not completed by SBC within the established provisioning intervals, and (3) a CHC or FDT PTR (where the CLEC submits a trouble report on the day of conversion, or before noon on the next business day).	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of outages ÷ total coordinated conversions) * 100	Reported by CLEC and all CLECs by state.
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• Enhanced Daily Process (Includes original CHC.FDT for LNP with DSL compatible loop)</li> <li>• Defined Batch Process</li> <li>• Bulk Batch Process</li> </ul>	<p>2%</p> <p>2%</p> <p>2%</p>

**J. NXX**

<b>117. Measurement</b>
Percent NXXs loaded and tested by the LERG effective date
<b>Definition:</b>
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date
<b>Exclusions:</b>

<ul style="list-style-type: none"> <li>• Requests from CLECs where no signed Interconnection Agreement exists</li> <li>• Requests from CLECs where their Infrastructure is not complete preventing us from performing the appropriate testing to establish the NXX</li> <li>• Requests by CLECs where an appropriate test number has not been provided to perform required testing to establish the NXX</li> </ul>	
<b>Business Rules:</b>	
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and SBC, by state.
<b>Disaggregations and Benchmarks:</b>	
• None	Parity



**K. Bona Fide/Special Request Process (BFRs)**

<b>120. Measurement</b>	
Percentage of Requests Processed Within 30 Business Days	
<b>Definition:</b>	
Percentage of Bona fide/Special requests processed and preliminary analysis or denial notices provided to the customer within 30 business days of receipt of BFR.	
<b>Exclusions:</b>	
Excludes weekends and holidays.	
<b>Business Rules:</b>	
The clock starts when SBC receives the application. The clock stops when SBC responds with the preliminary analysis or denial notification.	
<b>Calculation:</b>	<b>Report Structure:</b>
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SBC affiliate, by state.
<b>Disaggregations and Benchmarks:</b>	
None	90% within 30 business days. (Critical Z does not apply) Note: Benchmark is provided for Diagnostic purposes only

<b>124. Measurement</b>	
Timely Resolution of Significant Software Failures Related to Releases	
<b>Definition:</b>	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
<b>Exclusions:</b>	
Errors where a workaround, transparent to the CLEC, is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC)	
<b>Business Rules:</b>	
<p>Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SBC or receive back from SBC order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.</p> <p>SBC cannot reasonably determine how a given software release issue impacts all CLECs. Therefore, self-reporting by the CLEC is necessary. SBC will proactively determine and report impacted CLECs if the software problem impacts all LSRs in the major categories of RESALE:</p> <ul style="list-style-type: none"> <li>UNE-P</li> <li>UNE Loop</li> <li>DSL Capable Loops</li> <li>DSL with Line Sharing</li> <li>LNP only</li> </ul> <p>In this case, SBC will determine if these major categories represent 10% or more of the CLEC's LSRs based on PM5 results for the prior month.</p>	
<b>Calculation:</b>	<b>Report Structure:</b>
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
<b>Disaggregations and Benchmarks:</b>	
<ul style="list-style-type: none"> <li>• None</li> </ul>	95% completed within 48 hours or 2 days. (Critical Z does not apply)

## DUE DATE INTERVAL MATRIX

PRODUCT	QUANTITY	INTERVAL (DAYS)
<b>UNE:</b>		
8.0 dB Loop w/wo enhanced daily batch hot cuts	1 – 10	3
	11 – 20	7
	21+	10
8.0 dB Loop with defined batch cut process	As defined	13
8.0 dB Loop with bulk batch cut process	As defined	Negotiate
5.0 dB Loop	1 – 10	3
	11 – 20	7
	21+	10
BRI Loop	1 -10	4
	11 – 20	10
	21+	Negotiate
DS1 Loop	1 – 20	5
	21+	Negotiate
Analog Line Port	ALL	2
Analog Trunk Port	ALL	2
DS1 Dedicated Transport	1 – 20	5
	21+	Negotiate
DS3 Dedicated Transport	1 – 20	5
	21+	Negotiate
		Negotiate
ISDN – PRI Loop	1 – 20	5
	21+	10
Dark Fiber	1 – 20	5
	21+	Negotiate
Standalone INP	1 – 10	3
	11 – 20	7
	21+	10
DSL No-Line Sharing – Conditioned	ALL	10
DSL No-Line Sharing – Non-Conditioned	ALL	5
DSL Line Sharing – Conditioned	1 – 24	10
	25+	Negotiate
DSL Line Sharing – Non-Conditioned	1 – 24	3
	25+	Negotiate
Voice Over Data – Conditioned	ALL	10
Voice Over Data – Non-Conditioned	ALL	5
OCn – Loop	1 – 20	25Negotiate
	21+	
DSL with Line Splitting	1 – 20	5
	21+	Negotiate
EELS	1 – 20	5
	21+	Negotiate
Subtending Digital Direct Trunks	ALL	3

DS1 Digital Trunk Port DID	ALL.	8
<b>RESOLD SPECIALS:</b>		
DDS	1 – 8 9+	7 Negotiate
DS1	1 – 5 6+	7 Negotiate
DS3	ALL.	Negotiate
VGPL	1 – 8 9 – 16 17 – 24 25+	5 7 9 Negotiate
BRI - RES	1 – 8 9+	10 Negotiate
- BUS	1 – 3 9+	5 Negotiate
PRI	24 – 120 121+	9 Negotiate
UNE-P ISDN	1 – 3 9+	5 Negotiate
OCn	ALL.	Negotiate

**APPENDIX 3 - PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES  
IDENTIFIED AS HIGH, MEDIUM AND LOW**

Performance Measures	Measurement Groups Subject to Tier-1 Damages			
	Low	Med	High	Diag
<b>A. Pre-Ordering/Ordering</b>				
1.1 Average Response Time for Manual Loop Make-up Information	✓	-	-	-
2. Percent Response received within "X" Seconds - OSS Interfaces	✓	-	-	-
4. OSS Interface Availability	-	-	✓	-
5. % Firm Order Confirmations (FOCs) Returned on Time for LSR requests and returned within "X" days on ASR requests	✓	-	-	-
7.1 Percent Mechanized Completions Notifications Available Within one Business Day of Work Completion	✓	-	-	-
10. Percent Mechanized/Manual Rejects Returned Within "X" Hours of receipt of LSR	✓	-	-	-
10.2 Percentage of Orders that receive SBC-caused Jeopardy Notifications	-	-	-	✓
11.2 Average SBC Caused Jeopardy Notification Interval	-	-	-	✓
12.1 Percent Provisioning Accuracy	-	-	✓	-
12.2 Percent Mechanized Line Loss Notifications Returned Within One Day of Work Completion	✓	-	-	-
13. Order Process Percent Flow Through	✓	-	-	-
13.1 Overall Percent LSR Process Flow Through	-	-	-	✓
<b>B. Billing</b>				
17.2 Billing Completion Notices	✓	-	-	-
<b>C. Miscellaneous Administrative</b>				
22. LSC Grade Of Service (GOS)	-	-	-	✓
22.1. Mechanized Customer Support Center (MCPSC) Grade of Service (GOS)	-	-	-	✓
25. LOC Grade Of Service (GOS)	-	-	-	✓
<b>D. Provisioning</b>				
28. Percent POTS/UNE-P/Specials/UNEs/LNP Loop/LNP Standalone/Interconnection Trunk Installations Completed Within the Customer Requested Due Date	-	-	✓	-
30. Percent SBC Missed Due Dates Due To Lack Of Facilities	-	-	-	✓
32. Average Delay Days For SBC Caused Missed Due Dates	✓	-	-	-
35. Percent Trouble Reports Within "X" Days (1-10/1-30) Of Installation	-	-	✓	-
101. Percent Out of Service < 60 Minutes	-	-	✓	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			
	Low	Med	High	Diag
<b>E. Maintenance</b>				
37.1 Trouble Report Rate net of installation and repeat reports	-	-	✓	-
38. Percent Missed Repair Commitments	-	-	✓	-
39. Mean Time To Restore/ Average Trunk Restoration Interval	-	-	✓	-
40. Percent Out Of Service (OOS) < 24 Hours	-	-	-	✓
41. Percent Repeat Reports	-	-	✓	-
<b>F. Interconnection Trunks</b>				
70. Percent Trunk Blockage	-	-	✓	-
71. Common Transport Trunk Blockage	-	-	-	✓
73.1 Percentage Held Interconnection Trunks	✓	-	-	-
<b>G. 911</b>				
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓	-	-	-
<b>H. Collocation</b>				
107. % Missed Collocation Due Dates	-	-	✓	-
<b>I. Coordinated Conversions</b>				
115.2 Combined Outage Percentage of CHC/FDT LNP with Loop Lines Conversions	-	-	✓	-
<b>J. NXX</b>				
117. % NXXs loaded and tested prior to the LERG effective date	-	-	✓	-
<b>K. Bona Fide Request Process (BFRs)</b>				
120. % of requests processed within 45 business days	-	-	-	✓
124. Timely resolution of significant software failures related with releases	-	-	✓	-

**REQUEST:**

Please provide the total Tier 1 and Tier 2 (if any) remedies paid in each of the states in which AT&T operates, for the April 2009 through March 2010 timeframe.

**RESPONSE:**

Please see attached spreadsheet.

AT&T Response  
 Docket 000121A  
 July 14, 2010 Data Request

Performance Month	State	Tier	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Grand Total
AL	T1		\$15,391	\$25,436	\$27,163	\$28,130	\$43,617	\$22,207	\$24,688	\$18,839	\$32,542	\$14,900	\$8,482	\$20,587	\$282,022
AL	T2		\$5,996	\$4,731	\$54,831	\$4,872	\$21,916	\$22,328	\$25,754	\$18,284	\$0	\$0	\$0	\$0	\$167,863
AL Total			\$21,387	\$30,167	\$81,994	\$33,002	\$65,533	\$44,535	\$50,442	\$37,123	\$32,542	\$14,900	\$8,482	\$20,587	\$450,885
AR	T1		\$0	\$0	\$0	\$1,200	\$0	\$1,000	\$4,000	\$1,400	\$125	\$0	\$0	\$0	\$9,625
AR	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AR Total			\$0	\$0	\$0	\$1,200	\$0	\$1,000	\$4,000	\$1,400	\$125	\$0	\$0	\$0	\$9,625
CA	T1		\$68,000	\$77,249	\$59,500	\$43,500	\$45,418	\$38,988	\$75,600	\$39,025	\$86,500	\$55,000	\$97,500	\$69,000	\$755,320
CA	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
CA Total			\$68,000	\$77,249	\$59,500	\$43,500	\$45,418	\$38,988	\$75,600	\$39,025	\$86,500	\$55,000	\$97,500	\$69,000	\$755,320
CT	T1		\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500	\$5,000	\$5,000	\$2,500	\$0	\$2,500	\$20,000
CT	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CT Total			\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500	\$5,000	\$5,000	\$2,500	\$0	\$2,500	\$20,000
FL	T1		\$82,750	\$58,474	\$83,051	\$83,266	\$77,644	\$87,735	\$77,523	\$68,406	\$57,619	\$28,000	\$23,654	\$55,001	\$803,118
FL	T2		\$29,440	\$17,114	\$77,311	\$0	\$11,518	\$0	\$5,900	\$16,778	\$9,130	\$9,130	\$9,130	\$18,280	\$188,849
FL Total			\$122,190	\$75,588	\$160,362	\$83,266	\$89,162	\$93,635	\$83,433	\$85,184	\$66,749	\$37,130	\$32,784	\$73,281	\$991,967
GA	T1		\$130,387	\$207,317	\$215,604	\$154,811	\$118,211	\$87,819	\$38,259	\$23,192	\$40,580	\$80,230	\$28,448	\$48,367	\$1,175,164
GA	T2		\$10,111	\$11,530	\$81,104	\$8,426	\$0	\$0	\$0	\$0	\$0	\$10,754	\$0	\$0	\$130,374
GA Total			\$140,498	\$218,847	\$296,708	\$163,237	\$118,211	\$87,819	\$38,259	\$23,192	\$40,580	\$90,984	\$28,448	\$48,367	\$1,305,538
IL	T1		\$63,840	\$43,900	\$83,677	\$43,504	\$85,210	\$53,531	\$46,198	\$35,605	\$32,335	\$38,425	\$54,402	\$41,677	\$572,374
IL	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
IL Total			\$63,840	\$43,900	\$83,677	\$43,504	\$85,210	\$53,531	\$46,198	\$35,605	\$32,335	\$38,425	\$54,402	\$41,677	\$572,374
IN	T1		\$13,590	\$9,207	\$22,887	\$11,000	\$13,218	\$12,752	\$9,235	\$6,405	\$9,611	\$5,845	\$5,041	\$5,850	\$123,429
IN	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
IN Total			\$13,590	\$9,207	\$22,887	\$11,000	\$13,218	\$12,752	\$9,235	\$6,405	\$9,611	\$5,845	\$5,041	\$5,850	\$123,429
KS	T1		\$0	\$11,550	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,800
KS	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
KS Total			\$0	\$11,550	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,800
KY	T1		\$36,899	\$28,490	\$12,087	\$14,269	\$13,747	\$13,989	\$9,849	\$9,140	\$7,759	\$3,475	\$6,489	\$10,200	\$164,302
KY	T2		\$5,320	\$3,085	\$82,995	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$71,400
KY Total			\$42,219	\$31,575	\$95,082	\$14,269	\$13,747	\$13,989	\$9,849	\$9,140	\$7,759	\$3,475	\$6,489	\$10,200	\$235,702
LA	T1		\$50,292	\$74,594	\$101,798	\$46,581	\$66,419	\$32,191	\$39,680	\$19,937	\$55,346	\$33,696	\$36,789	\$21,482	\$757,814
LA	T2		\$8,826	\$8,065	\$67,071	\$0	\$6,933	\$12,486	\$17,267	\$23,872	\$26,348	\$16,688	\$21,453	\$18,853	\$226,685
LA Total			\$59,118	\$82,659	\$168,869	\$46,581	\$73,352	\$44,677	\$56,947	\$43,809	\$81,694	\$50,384	\$58,242	\$40,335	\$984,499
MI	T1		\$105,512	\$82,796	\$100,478	\$124,247	\$70,163	\$42,710	\$24,014	\$24,314	\$31,310	\$56,925	\$46,071	\$39,965	\$757,935
MI	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
MI Total			\$105,512	\$82,796	\$100,478	\$124,247	\$70,163	\$42,710	\$24,014	\$24,314	\$31,310	\$56,925	\$46,071	\$39,965	\$757,935
MD	T1		\$725	\$1,600	\$2,700	\$4,000	\$3,810	\$2,950	\$3,450	\$3,200	\$2,550	\$790	\$1,900	\$250	\$27,875
MD	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
MD Total			\$725	\$1,600	\$2,700	\$4,000	\$3,810	\$2,950	\$3,450	\$3,200	\$2,550	\$790	\$1,900	\$250	\$27,875
MS	T1		\$12,266	\$18,588	\$30,286	\$29,809	\$45,019	\$32,605	\$19,947	\$6,407	\$9,487	\$24,110	\$9,824	\$14,026	\$250,162
MS	T2		\$2,886	\$3,757	\$83,221	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$211	\$2,532	\$72,407
MS Total			\$15,152	\$22,345	\$113,507	\$29,809	\$45,019	\$32,605	\$19,947	\$6,407	\$9,487	\$24,110	\$10,035	\$16,558	\$322,569
NC	T1		\$29,474	\$45,647	\$33,736	\$21,944	\$15,811	\$43,724	\$82,819	\$14,061	\$42,077	\$17,440	\$11,689	\$19,740	\$388,221
NC	T2		\$18,953	\$12,874	\$35,223	\$0	\$7,953	\$6,029	\$6,464	\$6,003	\$9,243	\$9,802	\$6,278	\$6,122	\$127,905
NC Total			\$48,427	\$58,521	\$68,959	\$21,944	\$23,764	\$49,753	\$89,283	\$20,064	\$51,320	\$27,242	\$17,967	\$25,862	\$516,126
NV	T1		\$500	\$1,500	\$1,500	\$1,500	\$3,500	\$1,500	\$0	\$0	\$1,500	\$1,500	\$1,500	\$1,500	\$13,000
NV	T2		\$0	\$2,000	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
NV Total			\$500	\$3,500	\$3,500	\$1,500	\$3,500	\$1,500	\$0	\$0	\$1,500	\$1,500	\$1,500	\$1,500	\$13,000
OH	T1		\$67,159	\$47,454	\$50,085	\$41,720	\$48,782	\$47,709	\$28,509	\$15,848	\$13,820	\$20,405	\$14,901	\$21,535	\$417,607
OH	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
OH Total			\$67,159	\$47,454	\$50,085	\$41,720	\$48,782	\$47,709	\$28,509	\$15,848	\$13,820	\$20,405	\$14,901	\$21,535	\$417,607
OK	T1		\$0	\$300	\$0	\$0	\$0	\$0	\$850	\$4,500	\$750	\$0	\$0	\$300	\$6,700
OK	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
OK Total			\$0	\$300	\$0	\$0	\$0	\$0	\$850	\$4,500	\$750	\$0	\$0	\$300	\$6,700
SC	T1		\$26,502	\$39,015	\$45,114	\$29,916	\$35,454	\$29,698	\$16,787	\$6,256	\$6,629	\$8,033	\$20,132	\$10,483	\$272,102
SC	T2		\$6,587	\$6,122	\$29,821	\$0	\$1,953	\$11,193	\$3,066	\$3,836	\$3,481	\$3,721	\$4,296	\$73,965	
SC Total			\$33,089	\$45,137	\$74,935	\$29,916	\$37,407	\$40,891	\$19,850	\$10,112	\$10,110	\$11,754	\$24,328	\$84,448	\$346,067
TN	T1		\$199,882	\$117,714	\$126,524	\$99,873	\$164,111	\$74,901	\$31,518	\$47,370	\$24,163	\$25,891	\$36,620	\$29,592	\$858,269
TN	T2		\$40,890	\$14,293	\$72,387	\$4,622	\$0	\$0	\$0	\$0	\$4,185	\$4,902	\$4,756	\$5,967	\$151,011
TN Total			\$240,772	\$132,007	\$198,911	\$104,495	\$164,111	\$74,901	\$31,518	\$47,370	\$28,348	\$30,793	\$41,376	\$35,559	\$1,009,280
TX	T1		\$180,450	\$187,406	\$198,875	\$183,609	\$101,750	\$513,150	\$440,400	\$186,150	\$270,850	\$231,925	\$225,350	\$131,475	\$2,811,375
TX	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TX Total			\$180,450	\$187,406	\$198,875	\$183,609	\$101,750	\$513,150	\$440,400	\$186,150	\$270,850	\$231,925	\$225,350	\$131,475	\$2,811,375
WI	T1		\$34,845	\$18,400	\$29,325	\$42,682	\$28,912	\$14,884	\$16,820	\$6,500	\$4,820	\$10,410	\$4,977	\$4,300	\$211,042
WI	T2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
WI Total			\$34,845	\$18,400	\$29,325	\$42,682	\$28,912	\$14,884	\$16,820	\$6,500	\$4,820	\$10,410	\$4,977	\$4,300	\$211,042
Grand Total			\$1,255,081	\$1,184,889	\$1,723,852	\$1,022,063	\$983,484	\$1,199,381	\$1,066,113	\$596,698	\$796,858	\$702,585	\$682,874	\$603,375	\$11,825,811

Note: Per Commission order, AT&T has been calculating and tracking Florida Tier 2 remedies but have been withholding payment since November 2009 performance month in accordance with Order No. PSC-10-0618-PCO-TP, issued January 5, 2010, pending the outcome of the FPSC SQM/SEEM collaborative proceeding.

Performance Month	SE Total	SW Total	MW Total	West Total	East Total	Grand Total
Apr-09	\$983,721	\$720,350	\$181,175	\$295,036	\$68,900	\$1,255,081
May-09	\$611,265	\$692,834	\$200,850	\$211,758	\$0	\$1,184,889
Jun-09	\$982,803	\$1,236,897	\$1,163,325	\$260,630	\$63,000	\$1,723,852
Jul-09	\$507,210	\$825,129	\$1,186,800	\$283,133	\$45,000	\$1,022,063
Aug-09	\$574,201	\$622,501	\$1,073,851	\$214,371	\$1	\$983,484
Sep-09	\$424,859	\$487,687	\$317,100	\$171,586	\$2,500	\$1,199,381
Oct-09	\$351,089	\$223,501	\$413,737	\$125,576	\$0	\$1,066,113
Nov-09	\$213,546	\$278,751	\$195,250	\$86,672	\$0	\$596,698
Dec-09	\$276,185	\$338,385	\$274,275	\$91,696	\$0	\$796,858
Jan-10	\$235,777	\$278,900	\$232,675	\$132,010	\$0	\$702,585
Feb-10	\$235,777	\$231,232	\$227,250	\$125,382	\$0	\$682,874
Mar-10	\$228,488	\$285,323	\$132,525	\$112,		