technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SWBT and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SWBT recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.

3.1.5 The Party from whom a number is porting will set the unconditional LRN-PNP trigger at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.

3.2 Transition from INP to LRN-PNP

3.2.1 Transition from INP to LRN-PNP will be initiated for all ported telephone numbers by an LSR from the recipient (ported-to) service provider to the donor (ported-from) service provider. A single LSR shall be used to both disconnect INP and to effect LRN-PNP for any one customer.

3.2.2 The Party to which a number is being ported via LRN-PNP shall issue an LSR within 90 days following the opening of the transition window to complete transition. The transition window is considered to be opened when all of the following have been completed:

3.2.2.1 the LRN-PNP capabilities in the end office from which the number has been ported from are active;

3.2.2.2 the ported number NPA-NXX is open to portability in the NPAC SMS; and

3.2.2.3 the LRN-PNP electronic or manual LSR interface between CLEC and SWBT is agreed upon by the Parties and operational; and

3.2.2.4 LRN-PNP testing is complete.

3.2.3 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. However, when the unconditional PNP (10-digit) trigger is not set (e.g., coordinated cuts), the Party from which the number is being ported will remove the ported number or INP translations per the porting Party's initially requested FDT unless the porting Party notifies the other Party of a database problem or request to change the FDT. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on

the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SWBT and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SWBT recognize that there will be instances where the interval may be up to 59 minutes.

3.2.4 SWBT shall discontinue charges, if any, for INP as of the day on which the NPAC SMS download of the ported number was sent by the NPAC.

3.2.5 After a ported number transitions from INP to LRN-PNP, interexchange (toll) calls to a number ported to CLEC will be routed to CLEC as described in Attachment 11, Appendix ITR.

3.3 Testing

3.3.1 If INP testing is in progress in an end office that has converted from INP to LRN-PNP, both SWBT and CLEC shall complete INP testing if either Party requests that such testing be complete.

3.3.2 When transition from INP to LRN-PNP in an end office occurs, the Party from whom a number has been ported shall launch test calls to ensure correct LRN-PNP routing at the request of the other Party.

3.4 Excluded Numbers

3.4.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

3.5 Mass Calling

3.5.1 Both SWBT and CLEC are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.

3.6 Operator Services, LIDB/LVAS and Directory Assistance

3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, SWBT shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor - Lucent Technologies, Inc.])

3.7 Porting of DID Block Numbers

3.7.1 SWBT and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

3.7.2 SWBT and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SWBT should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that SWBT should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

4.0 Pricing

4.1 Prices associated with queries will be as shown in SWBT's FCC No. 73 Access Services Tariff, Section 34.

ATTACHMENT 15: E911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

This Attachment 15: E911 sets forth the terms and conditions under which SWBT will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

1.0 Definitions

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

1.1 **E911 Universal Emergency Number Service** (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.

1.2 **E911 Universal Emergency Number Service Customer** - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency, police and fire service through the use of one telephone number, 911.

1.3 **Public Safety Answering Point (PSAP)** - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

1.4 **Centralized Automatic Message Accounting (CAMA) Trunk** - A trunk capable of transmitting Automatic Number Identification associated with E911 customer calls from a switch to the E911 Network.

1.5 **Automatic Number Identification (ANI)** - A feature that automatically forwards the telephone number of the calling party to the E911 Control Office from which it is switched to the PSAP and is displayed at an attendant position console.

1.6 **Automatic Location Identification (ALI)** - A feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.

1.7 **Selective Routing (SR)** - A feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.

1.8 **Database Management System (DBMS)** - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features and database of E911 service.

1.9 **ALI Database** - A database which stores information associated with end user customers' telephone numbers.

2.0 Responsibilities

2.1 SWBT will provide and maintain equipment at the E911 Control Office and the DBMS as is necessary to perform the E911 services set forth herein. SWBT will also be responsible for the following:

2.1.1 When requested by CLEC, transporting the E911 calls from the interconnection point with CLEC facilities connecting CLEC's switches to the Control Offices of the E911 System. The CLEC switches will be listed in the form attached hereto as Addendum I as the CLEC switches are deployed.

2.1.2 Switching the E911 calls through the E911 Control Office to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 customer;

2.1.3 Storing the names, addresses, and associated telephone numbers from CLEC's exchanges in the electronic data processing database for the E911 DBMS. (CLEC is responsible for downloading and updating this information);

2.1.4 Transmission of the ANI and ALI information associated with CLEC's end users accessing E911 service to the PSAP for display at an attendant position console.

2.2 SWBT will provide and maintain sufficient dedicated E911 circuits, in accordance with the provisions of the E911 tariff and specifications of the E911 customer.

2.3 SWBT will provide CLEC with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to industry standards for E911 information sharing.

2.4 SWBT will provide CLEC with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Addendum I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS" (dated November 1996), and as subsequently modified consistent with industry standards. SWBT will provide CLEC additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Addendum I. In addition, SWBT will provide CLEC with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document for each file downloaded by CLEC to SWBT's DBMS, so that CLEC may ensure the accuracy of the end user records.

2.5 At a reasonable time prior to establishment of E911 service, CLEC will download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 service and will promptly notify SWBT in writing of any changes to be made in such records. CLEC will adopt and comply with operating methods applicable to downloading and maintaining CLEC's end user records in SWBT's DBMS, as set forth in the document referenced in Section 2.4, above.

2.6 CLEC acknowledges that its end users in a single local calling scope may be served by different PSAPs. CLEC will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office.

2.7 At a reasonable time prior to establishment of E911 service, CLEC will populate E911 databases using the NENA Version 2 record format, as adapted in the document referenced in Section 2.4 above.

2.8 During the period when interim number portability is utilized, SWBT and CLEC will coordinate their databases to provide for the display of ported numbers at the PSAP as part of the ALI screen display, subject to PSAP capability.

3.0 Methods and Practices

3.1 With respect to all matters covered by this Attachment, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT's tariffs, and the rules and regulations of the FCC and the Public Service Commission of Missouri that apply to the provision of E911 Service.

4.0 Contingency

4.1 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and CLEC. The terms and conditions of this Attachment represent a negotiated plan for providing E911

service, for which CLEC must obtain documentation of the E911 customer's approval. CLEC will provide such documentation to SWBT prior to use of CLEC's E911 connection for actual emergency calls.

4.2 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SWBT representative:

Account Manager
4 Bell Plaza, 7th Flr
311 S. Akard St.
Dallas, TX 75202-5398

CLEC representative:

CLEC Contact
CLEC
Address
City, State ZIP
Telephone Number

4.2.1 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

4.3 The terms and conditions of this Attachment are subject to renegotiation in the event that the E911 customer orders changes to the E911 service that necessitate revision of this Attachment.

5.0 Basis of Compensation

5.1 Compensation to SWBT for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.

5.2 For computation in Addendum II, during the initial year that SWBT provides CLEC connection to E911 service, the number of lines (business and consumer) as shown in Addendum I will be counted on January 1, April 1, July 1, and October 1 (or the first day of service, with proration of the first months charges) and the number will be used in computing compensation for the corresponding quarter. At the end of the first full year of

service, a new count of lines will be made and it will be used until the succeeding December 31. For each succeeding year, a new count of lines, as of the first day of January, will be used in the computation of compensation under this Attachment for that year. Each count of lines will be rounded to the nearest thousand for compensation purposes.

5.3 Charges will begin on the date connection to E911 service commences.

6.0 Monthly Billing

6.1 SWBT will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 5.0 above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

7.0 Indemnification

7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

Addendum I to Attachment 15: E911

LSP SERVING AREA DESCRIPTION AND E911 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) included
E911 Coordinator	LSP Telco ID		CLLI Code	
			"Connect Signal" Digits(4)	Estimated # of EAAs
911 Database Manager	LSP Service Area Definition		1-1	
			ETST Code	# 911 Trunks Requested
Switch Site Contact			"Default" PSAP	Requested Service Date

SWBT E911 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E911 CONTROL OFFICE				
E911 CONTROL OFFICE CLLI Code		EXCHANGES FOR MSAG PULL (1)	PSAPs INCLUDED	E911 CUSTOMER and AGENCY TYPE (see legend below)
E911 Features Required:				
# of 911 Trunks from LSP:				
MSAG Update Interval:	Monthly			

FOOTNOTES: (1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.

(2) n/a

(3) Only areas within the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.

(4) Refer to network interface specifications in Exhibit III.

"TYPE OF AGENCY" LEGEND:

HRC = Home Rule City
ECD = Emergency Communications District
COG = Council of Governments or Regional Planning Commission
GLC = General Law City
Cnty = County with special provisions

		Date Prepared

ADDENDUM II
BASIS OF COMPENSATION

This Addendum II is attached to and made a part of Attachment 15: E911.

A. The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for CLEC exchanges and the feature configurations shown in Addendum I.

E911 Feature Configuration	Monthly Charge Per 1000 Access Lines	Nonrecurring Charge Per 1000 Access Lines
Automatic Number Identification		
- SWBT PSAP	$10.00	$80.00
- non-SWBT PSAP	$10.00	$80.00
Combined Automatic Number Identification and Selective Routing		
- SWBT PSAP	$51.60	$85.00
- non-SWBT PSAP	$51.60	$85.00
Combined Automatic Number and Automatic Location Identification		
- SWBT PSAP	$83.60	$85.00
- non-SWBT PSAP	$83.60	$85.00
Combined Automatic Number, Automatic Location Identification, And Selective Routing		
- SWBT PSAP	$83.60	$85.00
- non-SWBT PSAP	$83.60	$85.00

B. The following trunk charges will be paid to SWBT for each E911 control office to which CLEC connects.

Trunk Charge	Monthly Recurring	Nonrecurring
Channel (Each)	$85.00 per trunk	$170.00 per trunk

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ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

1.0 Protection of Service and Property

1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SWBT agrees to take the following reasonable and prudent steps, including but not limited to:

1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. If escorted, CLEC employees and authorized agents must present identification required by SWBT.

1.3 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive CLEC collocated space.

1.4 Complying at all times with mutually agreed to CLEC security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain CLEC equipment or equipment enclosures.

1.5 Allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as SWBT has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.

1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.

1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.

1.8 Limiting the keys used in SWBT's keying systems for cages which contain or house CLEC equipment or equipment enclosures to its employees for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. SWBT will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.

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1.9 Where CLEC requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house CLEC equipment or equipment enclosures.

1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.

1.11 Providing prompt notification to designated CLEC personnel to indicate an actual or attempted security breach of which SWBT is aware.

1.12 CLEC and SWBT further agree to:

1.12.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.

1.12.2 Installing Controls:

- to disconnect a user for a pre-determined period of inactivity on authorized ports;
- to protect customer proprietary information; and,
- to databases to ensure both ongoing operational and update integrity.

1.12.3 Logical Security

- assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.
- agreeing to comply with AT&T Corporate Security Instruction 3.03 "Computer Security Requirements," March 1993, and AT&T Network Security Requirements 4.0, March 1996.

2.0 Revenue Protection

2.1 SWBT will make available to CLEC to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, and 900 numbers.

2.2 SWBT will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending

operational support systems by unauthorized third parties in the same manner it does so for itself.

2.3 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

3.0 Law Enforcement Interface

3.1 SWBT will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. SWBT will provide assistance twenty-four (24) hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SWBT will provide a twenty-four (24) hour contact number to administer this process.

ATTACHMENT 17 : PERFORMANCE REMEDY PLAN

This Attachment 17: Performance Remedy Plan sets forth the terms and conditions under which SWBT will report performance to CLEC and compare that performance to SWBT's own performance or benchmark criteria, whichever is applicable. This Attachment further provides for enforcement through liquidated damages and assessments.

SWBT agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1. SWBT will collect, analyze, and report performance data for these measures in accordance with SWBT's Performance Measurement Business Rules. Both the performance measures and the business rules are subject to modification in accordance with section 6.4 below regarding six month reviews. SWBT and CLEC further agree to use this two-tiered enforcement structure for performance measurements provided for in this Attachment. The Commission approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 or Tier 2 categories, which are further identified as the High, Medium, and Low groups as those terms are used below.

1.1 SWBT will not levy a separate charge for provision of the data to CLEC called for under this Attachment. 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 SWBT on or before the last day of the month for which data is sought, SWBT shall provide the data to CLEC on or before 20th day of the month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to SWBT after the last day of the month for which data is sought, SWBT shall provide the data to CLEC within 20 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

2.0 SWBT and CLEC agree to use a statistical test, namely the modified Z-test, for evaluating the difference between two means (SWBT and CLEC) or percentages, or the difference in the two proportions for purposes of this Attachment. SWBT agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the result for SWBT and the CLEC are compared. The modified Z-tests are applicable if the number of data points are greater than 30 for a given measurement. In cases where benchmarks are established, the determination of compliance is through the comparison of the measured performance delivered to the CLEC and the applicable benchmark. For testing compliance for measures for which the number of data points are 29 or less, the permutation tests as outlined below may be used.

3.0 SWBT and CLEC concur that, for purposes of this Attachment, performance for the CLEC on a particular measure 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 proportions) for the same measurement, at equivalent disaggregation, for both SWBT and CLEC are used to calculate a Z-test statistic

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and the resulting value is no greater than the critical Z-value as reflected in the critical Z-statistic table shown below.

Z-Test

SWBT agrees with the following formulae for determining parity using Z-Test:

For measurement results that are expressed as averages or means

$$Z = (DIFF) / \delta_{DIFF}$$

Where $DIFF = M_{ILEC} - M_{CLEC}$

M_{ILEC} = ILEC average

M_{CLEC} = CLEC average

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

δ^2_{ILEC} = Calculated variance for ILEC

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

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

For measurement results that are expressed as percentages or proportions that meet the following criteria:

$$n_{ILEC} * P_{ILEC} > 5$$
$$n_{CLEC} * P_{CLEC} > 5$$
$$n_{ILEC} * (1 - P_{ILEC}) > 5$$
$$n_{CLEC} * (1 - P_{CLEC}) > 5$$

Step 1

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

Step 2

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

Step 3

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

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Where n = number of observations
P = percentage or proportion

If the above conditions are not met, the Fisher's exact test (permutation test for percentages) will be used. The following calculation will be used:

Define N_C = CLEC sample
N_S = SWBT sample
F_C = CLEC failures
F_S = SWBT failures
$U = N_C + N_S$
$F = F_C + F_S$

Calculate

p = probability that the CLEC received the observed service or worse

$$P = \frac{\sum_{x=Fc}^{x=\min(Fc,Nc)} \binom{F}{x}\binom{U-F}{Nc-x}}{\binom{U}{Nc}}$$

The value of P can be converted to an equivalent critical value using the standard normal Z-tables or the appropriate t-table.

For Measurement results that are expressed as rates or ratio

$$Z = (DIFF) / \delta_{DIFF}$$

Where $DIFF = R_{ILEC} - R_{CLEC}$
$R_{ILEC} = num_{ILEC} / denom_{ILEC}$
$R_{CLEC} = num_{CLEC} / denom_{CLEC}$

$$R_{pool} = (Num_{ILEC} + num_{CLEC})/(denom_{ILEC} + denom_{CLEC})$$

$$\delta_{DIFF} = SQRT\,[R_{POOL}\,(1/denom_{CLEC} + 1/\,denom_{ILEC})]$$

4.0 Qualifications to use Z-Test

The proposed Z- tests are applicable to reported measurements that contain 30 or more data points.

In calculating the difference between the performances the formula proposed above applies 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., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$, $R_{CLEC} - R_{ILEC}$).

For measurements where the applicable performance criterion is a benchmark rather than parity performance compliance will be determined by setting the denominator of the Z-test formula as one in calculating the Z-statistic.

For measurements that are averages, where the performance delivered to a CLEC is compared to SWBT performance and for which the number of data points are 29 or less, SWBT agrees to application of the following alternatives for compliance.

4.1 Alternative 1

For measurements that are expressed as averages, SWBT can utilize the Z-test as applicable for data sets of 30 or greater data points or the permutation test to provide evidence of parity. If SWBT uses the Z-test for data sets under 30, the CLEC can independently perform the permutation test to validate SWBT's results. SWBT will supply all data required to perform the permutation test, including the complete ILEC and CLEC data sets for the measure, to CLEC upon request. The results of the permutation test will control over the results of the Z-test analysis as applicable for data sets 30 or greater.

4.2 Alternative 2

Permutation analysis which use standard computational routines will be applied to calculate the z-statistic, similar to the logic described below:

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) Repeat the steps 2 - 7 ten times and combine the results to determine P = (Summation of ranks in each of the 10 runs divided by 10T).

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.

10) Compare Z_A with the desired critical value as determined from the critical Z-table. If Z_A is greater than the designated critical Z-value in the table, then the performance is noncompliant.

4.3 SWBT and CLEC will, upon PSC request, provide software and technical support as needed by Commission Staff for purposes of utilizing the permutation analysis. Any CLEC who opts into this Attachment 17 agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

5.1 SWBT agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

5.2 SWBT will pay liquidated damages to the CLEC according to the terms set forth in this Attachment.

5.3 Liquidated damages apply to Tier 1 measurements identified as High, Medium, or Low in Appendix 1.

5.4 Assessments are applicable to Tier 2 measures identified as High, Medium, or Low in Appendix 1 and are payable to the Missouri State Treasury.

5.5 SWBT will not be liable for the payment of either Tier 1 damages or Tier 2 assessments until the Commission approves an Interconnection Agreement between a CLEC and SWBT containing the terms of Attachment 17 of this Agreement. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Missouri.

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6.0 Procedural Safeguards and Exclusions

6.1 SWBT agrees that the application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement, SWBT 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. SWBT and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.

6.2 SWBT's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" 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. SWBT and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SWBT's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that SWBT 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. SWBT'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 SWBT'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 SWBT under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SWBT 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 SWBT has met or continues to meet the requirements of section 271 of the Act.

6.3 SWBT shall not be liable for both Tier 2 "assessments" and any other assessments or sanctions under Missouri Public Service Commission Law or the Commission's service quality rules relating to the same performance.

6.4 Every six months, CLEC may participate with SWBT, other CLECs, and Commission representatives to review the performance measures to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measure to High, Medium, Low, Diagnostic, Tier 1 or Tier 2. The criterion for reclassification of a measure shall be whether the actual volume of data points was lesser or greater than anticipated. 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. Performance measures for 911 may be examined at any six month review to determine

whether they should be reclassified. The first six-month period will begin when an interconnection agreement including this remedy plan is adopted by a CLEC and approved by the Commission. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and, if necessary, with respect to new measures and their appropriate classification, by arbitration. The current measurements and benchmarks will be in effect until modified hereunder or expiration of the interconnection agreement.

6.5 SWBT and CLEC acknowledge that no later than two years after SWBT or its affiliate receives Section 271 relief, the Commission's intention is to reduce the number of performance measures subject to damages and assessments by 50% to the extent there is a smaller number of measures that truly do capture all of the issues that are competition affecting and customer affecting.

6.6 CLEC and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SWBT will allow CLEC to have an independent audit conducted, at CLEC's expense, of SWBT's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 days of consultation period or if any new problem is identified, SWBT shall reimburse a CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement. SWBT agrees to inform all CLECs of any problem identified during the audit initiated by any CLEC.

7.0 Exclusions Limited

7.1 SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement if, but only to the extent that, such noncompliance was the result of any of the following: a Force Majeure event; an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with SWBT or under the Act or Missouri law; or non-SWBT problems associated with third party systems or equipment, which could not have been avoided by SWBT in the exercise of reasonable diligence. Provided, however, the third party exclusion will not be raised more than three times within a calendar year. SWBT will not be excused from payment of liquidated damages or assessments on any other grounds, except by application of the procedural threshold provided for below. Any dispute regarding whether a SWBT performance failure is excused under this paragraph will be resolved with the Commission through a dispute resolution proceeding as outlined in the General Terms and Conditions of this Agreement or, if the parties agree, through commercial arbitration with the American Arbitration Association (AAA). SWBT 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 7.1 only suspends SWBT's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SWBT'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, SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure if the Commission finds such noncompliance was the result of an act or omission by a CLEC that is in bad faith, for example, 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, or unreasonably failing to timely provide forecasts to SWBT for services or facilities when such forecasts are required to reasonably provide such services or facilities.

7.3 CLEC agrees that a maximum annual cap of $98 million will apply to the aggregate total of any Tier-1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Missouri interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SWBT pursuant to any Missouri interconnection agreement with a performance remedy plan. The annual cap will be determined by SWBT, 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. In no event will the annual cap be greater than $98 million per year, or less than $76.3 million Once the annual cap is established, a monthly cap will be determined by dividing the amount of the annual cap by twelve. CLEC further acknowledges that a maximum monthly cap of $8.17 million ($98 million ÷ 12) for Tier 1 liquidated damages will apply to all performance payments made by SWBT under all SWBT Missouri interconnection agreements. 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 Tier 1 liquidated damages and Tier 2 Assessments under all SWBT Missouri interconnection agreements equals or exceeds the annual cap, but SWBT has paid less than that amount due to the monthly cap, SWBT shall be required to pay an amount equal to the annual cap. In such event, Tier-1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual cap, shall be paid as a Tier 2 Assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual cap, SWBT shall be obligated to pay ONLY the actual calculated amount of damages and assessments. The annual cap shall be calculated on the first day of the month following the annual anniversary of Commission approval of the Missouri 271 Agreement, using the most recent publicly available ARMIS data. For purposes of applying the cap, the relevant calendar year shall begin on the first day of the month following the month in which the Commission approved the Missouri 271 Agreement.

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7.3.1 Whenever SWBT Tier 1 payments to an individual CLEC in a given month exceed $1,000,000, or the Tier 1 payments to all CLECs in a given month exceed the monthly cap, then SWBT may commence a show cause proceeding as provided for below. Upon timely commencement of the show cause proceeding, SWBT must pay 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. To invoke these escrow provisions, SWBT must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the procedural threshold. SWBT's application will be processed in an expedited manner under the General Terms and Conditions of this Agreement. SWBT will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to pay liquidated damages in excess of the applicable threshold amount. If SWBT reports non-compliant performance to a CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SWBT has incurred no more than $340,000 in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to the General Terms and Conditions of the M2A. In any such proceeding the CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires SWBT to pay damages in excess of the amount calculated under these enforcement terms.

7.3.2 SWBT will post on its Internet website the aggregate payments of any liquidated damages or assessments.

7.4 With respect to any interconnection agreement, SWBT and any CLEC may request two expedited dispute resolution proceedings pursuant to the two preceding paragraphs before the Commission or, if the parties agree, through commercial arbitration with the AAA; during the term of the contract without having to pay attorneys fees to the winning company. For the third proceeding and thereafter, the requesting party must pay attorneys fees, as determined by the Commission or AAA, if that party loses.

7.5 In the event the aggregate total of Tier 1 damages and Tier 2 assessments under all SWBT Missouri interconnection agreements reaches the annual cap within a given year and SWBT continues to deliver noncompliant performance during the same year to any CLEC or all CLECs, the Commission may recommend to the FCC that SWBT should cease offering in-region interLATA services to new customers.

8.0 Tier 1 Damages

Tier 1 liquidated damages apply to measures designated in Appendix 1 as High, Medium, or Low when SWBT delivers "noncompliant" performance as defined above.

8.1 Under the damages for Tier 1 measures, the number of measures that may be classified as "noncompliant" before a liquidated damage is applicable is limited to the K values shown below. The applicable K value is determined based upon the total number of measures with a sample size of 10 or greater that are required to

be reported to a CLEC where a sufficient number of observations exist in the month to permit parity conclusions regarding a compliant or noncompliant condition. For any performance measurement, each disaggregated category for which there are a minimum of 10 data points constitutes one "measure" for purposes of calculating K value. The designated K value and the critical Z-value seek to balance random variation, Type 1 and Type 2 errors. Type 1 error is the mistake of charging an ILEC with a violation when it may not be acting in a discriminatory manner (that is, providing noncompliant performance). Type 2 error is the mistake of not identifying a violation when the ILEC is providing discriminatory or noncompliant performance.

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 1 and the number of consecutive months for which SWBT has reported noncompliance for the measure. For those measures listed on Appendix 2 as "Measurements Subject to Per Occurrence Damages or Assessments 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 Subject to Per Measure Damages or Assessment," 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 below in section 11.0, "Methods of Calculating the Liquidated Damages and Assessment Amounts."

8.3 The "K" exemption will not apply if SWBT has been non-compliant in the previous two consecutive months for the following performance measurements: PMs 1.1, 5, 13, 35, 55.1, 58, 59, 59.1, 65.1, 67, 69, 70, 73, 107 and 114. The "K" exemption will again apply when two consecutive months of compliant performance has been demonstrated.

LIQUIDATED DAMAGES TABLE FOR TIER 1 MEASURES

Per occurrence						
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
Medium	$75	$150	$300	$400	$500	$600
Low	$25	$50	$100	$200	$300	$400

Per Measure / Cap*

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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
Medium	$10,000	$20,000	$30,000	$40,000	$50,000	$60,000
Low	$5,000	$10,000	$15,000	$20,000	$25,000	$30,000

ASSESSMENT TABLE FOR TIER 2 MEASURES

Per occurrence

Measurement Group	
High	$500
Medium	$300
Low	$200

Per Measure/Cap*

Measurement Group	
High	$75,000
Medium	$30,000
Low	$20,000

* For per occurrence with cap measures, the occurrence value is taken from the per occurrence table, subject to the per measure with cap amount.

8.4 For measures reported on an aggregate Company-wide basis, any Tier I penalty will be assessed by reference to the relative weight of the individual CLEC activity in Missouri in proportion to such activity within SWBT's service area as a whole, subject to the associated cap. The following process will calculate this payment:

1. Determine the individual CLEC market (C^M) in the SWBT states. This is equal to the sum of the resold (R^M) and UNE access lines (U^M) in the five-state region.[1]
2. The maximum assessment is then calculated for the given performance measure on the individual CLEC Market (P^M).
3. Determine the individual CLEC market in the each state (C^s).[2] The sum of each state's individual CLEC market will equal total individual CLEC market in the SWBT states. In other words, $C^{s1} + C^{s2} + C^{s3} + C^{s4} + C^{s5} = C^M$.

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[1] The number of resale and UNE access lines (both UNE-loop and UNE-platform) are used to determine the CLEC Market share to be used for the calculation of state specific payments.

[2] This data will be equal to the number of loops or UNE equivalents from Performance Measures #37, 54, & 65.

4. Determine the state specific proportion of the C^M.
5. Payments are then calculated for the given performance measure on each state's individual CLEC market (P^s).

The Tier I payment to be assessed in Missouri will the lesser of the calculated state payment (P^s) or the measurement cap

8.5 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

9 Tier 2 Assessments to the State

9.1 Assessments payable to the Missouri State Treasury apply to the Tier 2 measures designated on Appendix 1 as High, Medium, or Low when SWBT performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the critical Z-value, the performance for the reporting category is out of parity or below standard.

Tier 2 measurements must have at least 10 observations per month to determine compliance.

9.2 For those measurements where a per occurrence assessment applies, an assessment as specified in the Assessment Table in section 8.2 for each occurrence is payable to the Missouri State Treasury for each measure that exceeds the critical Z-value, shown in the table in section 9.3 below, for three consecutive months. For those measurements listed in Appendix 2 as measurements subject to per occurrence with a cap, an assessment as shown in the Assessment Table in section 8.2 above for each occurrence with the applicable cap is payable to the Missouri State Treasury for each measure that exceeds the critical Z-value, shown in the table below, for three consecutive months. For those Tier 2 measurements listed in Appendix 2 as subject to a per measurement assessment an assessment amount as shown in the Assessment Table in section 8.2 above is payable to

the Missouri State Treasury for each measure that exceeds the critical Z-value, shown in the table below, for three consecutive months.

9.3 The following table will be used for determining the Critical Z-value for each measure, as well as the K values referred to below based on the total number of measures that are applicable to a CLEC in a particular month. The table can be extended to include CLECs with fewer performance measures. The Critical Z-value for Tier 2 will be calculated in the same manner as for Tier 1.[3]

[3] This sentence is added to clarify the manner in which critical-Z value is calculated.

Critical Z-Statistic Table

Number of Performance Measures	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%

9.4 For measures reported on an aggregate Company-wide basis, any Tier 2 assessment will be calculated by reference to the relative weight of CLEC activity in Missouri in proportion to such activity within SWBT's service area as a whole, subject to the associated cap. The following process will be used to calculate this payment:

1) Determine the total CLEC market (C^M) in the SWBT states. This is equal to the sum of the resold (R^M) and UNE access lines (U^M) in the five-state region.[4]
2) The maximum assessment is then calculated for the given performance measure on the total CLEC Market (P^M).
3) Determine the CLEC market in the each state (C^s).[5] The sum of each state's CLEC market will equal total CLEC market in the SWBT states. In other words,

$$C^{s1} + C^{s2} + C^{s3} + C^{s4} + C^{s5} = C^M.$$

4) Determine the state specific proportion of the C^M.
5) Payments are then calculated for the given performance measure on each state's CLEC market (P^s).
6) The Tier 2 payment to be assessed in Missouri will the lesser of the calculated state payment (P^s) or the measurement cap.

10.0 General Assessments

10.1 If SWBT fails to submit performance reports by the 20th day of the month, the following assessments apply unless excused for good cause by the Commission:

If no reports are filed, $5,000 per day past due;

If incomplete reports are filed, $1,000 per day for each missing performance result.

10.2 If SWBT alters previously reported data to a CLEC, and after discussions with SWBT 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 section 7.0 titled "Exclusions Limited."

10.3 When SWBT performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State of Missouri under the terms set forth herein, SWBT shall make payment in the required amount on or before the 30th day following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SWBT performance through March is such that SWBT owes liquidated damages to CLECs for March performance, or assessments to the State of Missouri for January –

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[4] The number of resale and UNE access lines (both UNE-loop and UNE-platform) are used to determine the CLEC Market share to be used for the calculation of state specific payments.

[5] The CLEC market in each state will be represented by (i.e., equal to) the number of loops or UNE equivalents from Performance Measures #37, 54, & 65.

March performance, then those payments will be due May 20, 30 days after the April 20 due date for reporting March data). For each day after the due date that SWBT fails to pay the required amount, SWBT will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional $500 per day to the Missouri State Treasury for a past due assessment.

10.4 SWBT may not withhold payment of liquidated damages to a CLEC, for any amount up to $1,000,000 a month, unless SWBT had commenced an expedited dispute resolution proceeding on or before the payment due date, asserting one of the three permitted grounds for excusing a damages payment below the procedural threshold (Force Majeure, CLEC fault, and non-SWBT 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 $1,000,000 to a single CLEC (or $8.17 million to all CLECs), SWBT must pay the threshold amount to the CLEC(s), pay the balance into escrow, and commence the show cause proceeding on or before the payment due date.

10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes individual CLEC data, aggregate CLEC data, and SWBT's data.

10.6 The cap provided in Section 7.3 does not apply to assessments under Section 10 of this Attachment.

10.7 SWBT agrees to provide the following whenever it reports two consecutive parity or benchmark violations on any Performance Measurement identified below, and for each succeeding consecutive violation of that Measurement.

10.8 In the event SWBT misses any Tier-2 measurement for two consecutive months, and for each succeeding violation of that measurement, SWBT shall conduct an investigation to identify the problem and take corrective action. In addition, SWBT shall post such findings and a description of corrective action on its web site.

10.9 In the event SWBT misses any Tier-1 measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SWBT shall conduct a joint investigation with the requesting 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 SWBT processes, to the extent appropriate.

11.0 Methods of Calculating the Liquidated Damages and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damages and assessments:

11.1 Tier 1 Liquidated Damages

11.1.1 *Application of K Value Exclusions*

Determine the number and type of measures with a sample size greater than 10 that are "noncompliant" for the individual CLEC for the month, applying the parity test and bench mark provisions provided for above. Sort all measures having non-compliant classification with a sample size greater than 10 in ascending order based on the number of data points or transactions used to develop the performance measurement result (e.g., service orders, collocation requests, installations, trouble reports). Exclude the first "K" measures designated Low on Appendix 1, starting with the measurement results having the fewest number of underlying data points greater than 10. If all Low measurement results with a non-compliant designation are excluded before "K" is exceeded, then the exclusion process proceeds with the Medium measurement results and thereafter the High measurement results. If all Low, Medium, and High measurements are excluded, then those measurements with sample sizes less than 10 may be excluded until "K" measures are reached. In each category measurement results with non-compliant designation having the fewest underlying data point are then excluded until either all noncompliant measurement results are excluded or "K" measures are excluded, whichever occurs first. For the remaining non-compliant measures that are above the K number of measures, the liquidated damages per occurrence are calculated as described further below. (Application of the K value may be illustrated by an example, if the K value is 6, and there are 7 Low measures and 1 Medium and 1 High which exceed the critical Z-value, the 6 Low measures with the lowest number of service orders used to develop the performance measure are not used to calculate the liquidated damages, while the remaining 1 Low measure, 1 Medium measure, and 1 High measure which exceed the critical Z-value are used.) In applying the K value, the following qualifications apply to the general rule for excluding measures by progression from measures with lower transaction volumes to higher. A measure for which liquidated damages are calculated on a per measure basis will not be excluded in applying the K value unless the amount of liquidated damages payable for that measure is less than the amount of liquidated damages payable for each remaining measure. A measure for which liquidated damages are calculated on a per occurrence basis subject to a cap will be excluded in applying the K value whenever the cap is reached and the liquidated damages payable for the remaining noncompliant measures are greater than the amount of the cap.

11.1.2 Calculating Tier 1 Liquidated Damages

11.1.2.1 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 section 4.0 and the Business Rules.).

Step 2: Calculate the percentage difference the between the actual average and the calculated average.

%diff = (Clec-result – Calculated_Value)/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.

11.1.2.2 Measures for Which the Reporting Dimensions are Percentages, Ratios or Proportions.

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 section 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 in section 8.2 to determine the applicable liquidated damages for the given month for that measure.

12.1 Tier Two Liquidated Assessments

12.1.1 Determine the Tier 2 measurement results, such as High, Medium, or Low that are noncompliant for three consecutive months for all CLECs, or individual CLEC if the measure is not reported for all CLECs and which has at least 10 data points each month..

If the noncompliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SWBT 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.

12.1.2 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 for the third consecutive month. 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 section 4.0 and the Business Rules.).

Step 2: Calculate the percentage difference between the actual average and the calculated average for each month. The calculation is as follows:

Parity Measurements:

%diff = (actual average – calculated average)/calculated average. (high average indicates poor performance.). The percent difference will be capped at a maximum of 100%.

Benchmark measures:

%diff = (actual average – benchmark - critical Z)/actual average.

Step 3: Multiply the total number of data points each month by the percentage calculated in the previous step. Calculate the average for three months rounding to the next integer and multiply the result by $500, $300, and $200 for Measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment payable to the Missouri State Treasury for that measure.

12.1.3 Measures for Which the Reporting Dimensions are Percentages, Ratios or Proportions

Step 1: Calculate the monthly percentage for the measure for the aggregate CLEC that would yield the critical Z-value for each month. 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 section 4.0 and the Business Rules.).

Step 2: Calculate the difference between the actual percentage for the aggregate CLEC and the calculated percentage for each of the three non-compliant months. The calculation is as follows:

Parity Measurements:

Diff = CLEC result - calculated percentage. (This formula is applicable where a high value is indicative of poor performance. The formula is reversed where high performance is indicative of good performance.)

Benchmark Measurements:

Diff = CLEC result – benchmark – critical z value (if applicable)

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 rounding to the next integer and multiply the result by $500, $300, and $200 for measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment for that measure.**13.0 Advanced and Nascent Services**

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13.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SWBT will make additional voluntary payments to the Missouri State Treasury on those measurements listed in section 14.2 below ("Qualifying Measurements"). Such additional voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three month period with respect to the following order categories:

- UNE loop and port combinations,
- resold ISDN,
- ISDN UNE loop and port combinations,
- BRI loop with test access, and
- DSL loops.

13.2 The Qualifying Measurements are as follows:

Provisioning Measurements

- PMs 29, 45, 58 - Percent SWBT Caused Missed Due Dates
- PMs 35, 46, 59 - Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 - Mean Installation Interval
- PMs 32, 49, 62 - Average Delay Days for SWBT Caused Missed Due Dates
- PM 55.1 - Average Installation Interval – DSL
- PM 57 - Average Response Time for Loop Qualification Information

Maintenance Measurements

- PMs 38, 66 - % Missed Repair Commitments
- PMs 41, 53, 69 - % Repeat Reports
- PMs 39, 52, 67 - Mean Time to Restore
- PMs 37, 54, 65 - Trouble Report Rate

13.3 The additional voluntary payments referenced in section 14.1 will be made if SWBT fails to provide parity or benchmark service for the above measurements as determined by the use of the modified Z-test and a critical Z-value for either:

- 3 consecutive months; or
- 6 months or more in a calendar year.

13.4 The additional voluntary payments will be calculated on the rolling average of occurrences or measurements, as appropriate, where SWBT has failed to provide parity or benchmark performance for 3 consecutive months. If SWBT fails to provide parity or benchmark performance in Missouri for 6 or more months in a calendar year, the voluntary payments will be calculated as if all such months were missed consecutively.

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13.5 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no additional voluntary payments will be made to the Missouri State treasury. However, if during this same time frame there is an average of more than 10 but less than 100 observations for a qualifying measurement on a statewide basis, then SWBT shall calculate the additional payments to the Missouri State treasury by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then trebling that amount.

13.6 Any payments made hereunder shall be subject to the annual cap set forth in section 7.3.

14.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measures Subject to Tier 1 and Tier 2 Damages Identified as High, Medium, and Low

Appendix 2: Measurements Subject to Per Occurrence Damages or Assessment With a Cap and Measurements Subject to Per Measure Damages or Assessment

Appendix 3: Performance Measurement Business Rules (Version 1.7)

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
I. RESALE POTS, RESALE SPECIALS AND UNES						
A. Pre-Ordering/Ordering						
1. Average Response Time For OSS Pre-Order Interfaces.	-	-	-	-	-	-
1.1 Average Response Time for Manual Loop Make-up Information (Formerly PM 57)	✓	-	-	-	X	-
1.2 Accuracy of Actual Loop Make-up Information Provide for DSL Orders	✓	-	-	-	X	-
2. Percent Response received within "X" Seconds	✓	-	-	-	X	-
3. EASE Average Response Time - Eliminated 7/12/00						
4. OSS Interface Availability	-	-	-			X
4.1 Pre-Order Backend System Database Query Availability	-	-	-	-	-	-
5. % Firm Order Confirmations (FOCs) Received Within "X" Hours	✓	-	-		X	-
5.1 % Firm Order Confirmations (FOCs) for XDSL-capable loops & Line Sharing Returned Within "x" Hours	✓	-	-		X	-
5.2 Percent Firm Order Confirmations (FOCs) Returned within "x" days on ASR requests	-	-	-	-	-	-
6. Average Time To Return FOC	-	-	-	-	-	-
6.1 Average Time to Return DSL FOC's	-	-	-	-	-	-
7. Percent Mechanized Completions Returned Within 1 Hour - Eliminated 7/12/00						
7.1 Percent Mechanized Completions Notifications Available Within one Day of Work Completion	✓	-	-	-	-	-
8. Average Time to Return Mechanized Completions - Eliminated 7/12/00						
9. Percent Rejects	-	-	-	-	-	-
10. Percent Mechanized Rejects Returned Within 1 Hour of EDI/LASR	✓	-	-	-	-	-
10.1 Percent Manual Rejects Returned Within X Hours	✓	-	-	-	-	-
10.2 Percentage of Orders that receive SWB-caused Jeopardy Notifications	-	-	-	-	-	-
11. Mean Time to Return Mechanized Rejects	-	-	-	-	-	-
11.1 Mean Time to Return Rejects that are Received Electronically via LEX or EDI	-	-	-	-	-	-
11.2 Average SWB Caused Jeopardy Notification Interval	-	-	-	-	-	-
12. Mechanized Provisioning Accuracy	✓	-	-	X		-
12.1 Percent Provisioning Accuracy for non-flow through orders	-	-	✓	-	-	-
13. Order Process Percent Flow Through	✓	-	-			X

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
13.1 Overall Percent LSR Process Flow Through	-	-	-	-	-	-
B. Billing						
14. Billing Accuracy	-	-	-	-	-	-
15. Percent of Accurate And Complete Formatted Mechanized Bills	✓	-	-	-	-	X
16. Percent Of Billing Records Transmitted Correctly	✓	-	-	-	-	-
17. Billing Completeness	✓	-	-	-	X	-
17.1 Service Order Posting	-	-	-	-	-	-
18. Billing Timeliness (Wholesale Bill)	✓	-	-	-	-	X
19. Daily Usage Feed Timeliness	-	-	-	-	-	-
20. Unbillable Usage Eliminated 7/12/00						
C. Miscellaneous Administrative						
21. LSC Average Speed Of Answer - Eliminated 7/12/00						
22. LSC Grade Of Service (GOS)	-	-	-	-	-	X
23. Percent Busy In the Local Service Center	-	-	-	X	-	-
24. LOC Average Speed Of Answer - Eliminated 7/12/00						
25. LOC Grade Of Service (GOS)	-	-	-	-	-	X
26. Percent Busy In the LOC	-	-	-	X	-	-
II. RESALE POTS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT						
A. Provisioning						
27. Mean Installation Interval	-	-	✓	-	-	X
28. Percent Installations Completed Within "X" Business Days (POTS)	-	-	-	-	-	-
29. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
30. Percent Company Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
32. Average Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
33. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
34. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						
35. Percent Trouble Reports Within 10 Days (I-10) Of Installation	-	-	✓	-	-	X

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
35.1 Percent UNE-P Trouble Reports On The Completion Date	-	-	-	-	-	-
36. Percent No Access (Trouble Reports With no Access)	-	-	-	-	-	-
B. Maintenance						
37. Trouble Report Rate	-	-	-	-	-	-
37.1 Trouble Report Rate net of installation and repeat reports	-	-	✓	-	-	X
38. Percent Missed Repair Commitments	-	-	✓	-	-	X
39. Receipt To Clear Duration	-	-	✓	-	-	X
40. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
41. Percent Repeat Reports	-	-	✓	-	-	X
42. Percent No Access (% of Trouble reports with No Access) - Eliminated 7/12/00						

III. RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT

A. Provisioning						
43. Average Installation Interval	-	-	✓	-	-	X
44. Percent Installations Completed Within "X" Business Days	-	-	-	-	-	-
45. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
46. Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
47. Percent Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
48. Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
49. Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
50. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
51. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						
B. Maintenance						
52. Mean Time To Restore	-	-	✓	-	-	X
53. Percent Repeat Reports	-	-	✓	-	-	X
54. Failure Frequency	✓	-	-	-	-	-

IV. UNBUNDLED NETWORK ELEMENTS (UNES)

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
A. Provisioning						
55. Average Installation Interval	-	-	-	-	-	-
55.1 Average Installation Interval - DSL	-	-	✓	-	-	X
55.2 Average Installation Interval for Loop With LNP	-	-	-	-	-	-
55.3 Percent xDSL-capable loop orders requiring the removal of load coils and or repeaters	-	-	-	-	-	-
56. Percent Installations Completed Within "X" Business Days	-	-	-	-	-	-
56.1 Percent installations completed within the customer requested due date for LNP with loop	-	-	✓	-	-	X
57. Moved to PM 1.1						
58. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
59. Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
60. Percent Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
61. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
62. Average Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
63. Percent SWBT Caused Missed Due Dates greater than 30 days	-	-	-	-	-	-
64. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						
B. Maintenance						
65. Trouble Report Rate	-	-	-	-	-	-
65.1 Trouble Report Rate net of installation and repeat reports	-	-	✓	-	-	X

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
66. Percent Missed Repair Commitments	-	-	✓	-	-	X
67. Mean Time To Restore	-	-	✓	-	-	X
68. Percent Out Of Service (OOS) < "X" Hours - Eliminated 7/12/00						
69. Percent Repeat Reports	-	-	✓	-	-	X
V. INTERCONNECTION TRUNKS						
70. Percent Trunk Blockage	-	-	✓	-	-	X
70.1 Trunk Blockage Exclusions	-	-	-	-	-	-
71. Common Transport Trunk Blockage	-	-	-	-	-	X
72. Distribution Of Common Transport Trunk Groups Exceeding 2%	-	-	-	-	-	-
73. Percentage of installations completed within the customer desired due date	-	-	✓	-	-	X
73.1 Percentage Held Interconnection Trunks	-	✓	-	X	-	-
74. Average Delay Days For Missed Due Dates - Interconnection Trunks	✓	-	-	-	-	-
75. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
76. Average Trunk Restoration Interval	✓	-	-	-	-	-
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	-	-	✓	-	-	X
78. Average Interconnection Trunk Installation Interval - Eliminated 7/12/00						
VI. DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)						
79. Directory Assistance Grade Of Service - Eliminated 7/12/00						
80. Directory Assistance Average Speed Of Answer	-	-	-	X	-	-
81. Operator Services Grade Of Service - Eliminated 7/12/00						
82. Operator Services Average Speed Of Answer	-	-	-	X	-	-
83. Percent Calls Abandoned - Eliminated 7/12/00						
84. Percent Calls Deflected - Eliminated 7/12/00						
85. Average Work Time - Eliminated 7/12/00						
86. Non-Call Busy Work Volumes - Eliminated 7/12/00						

VII INTERIM NUMBER PORTABILITY (INP)

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
87. % Installation Completed Within "x" (3, 7, 10) Business Days - Eliminated 7/12/00						
88. Average INP Installation Interval - Eliminated 7/12/00						
89. Percent INP I-Reports Within 30 Days - Eliminated 7/12/00						
90. Percent Missed Due Dates - Eliminated 7/12/00						
VIII LOCAL NUMBER PORTABILITY (LNP)						
91. Percent LNP Due Dates within Industry Guide Lines	-	-	-	-	-	-
92. Percent of time the old service Provider Releases Subscription prior to the expiration of the second 9 hour timer	-	-	-	-	-	-
93. Percent of customer account restructured prior to LNP Due Dates	✓	-	-	-	-	-
94. Percent FOCs received within "X" hours - Eliminated 7/12/00						
95. Average Response time for Non-mechanized Rejects returned with complete and accurate codes - Eliminated 7/12/00						
96. Percent premature Disconnects for Stand Alone LNP Orders	-	-	✓	-	-	X
97. Percent of Time SWBT applies the 10-digit trigger prior to the LNP Order Due date.	-	-	✓	-	-	X

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APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
98. Percent LNP I-Reports in 10 days	-	-	✓	-	-	X
99. Average Delay Days for SWBT Missed Due Dates.	-	✓	-	-	X	-
100. Average Time of out of service for LNP conversions	-	-	-	-	-	-
101. Percent Out of Service < 60 Minutes	-	-	✓	-	-	X
VIII. 911						
102. Average Time To Clear Errors	✓	-	-	-	-	-
103. % accuracy for 911 database updates	✓	-	-	-	-	-
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓	-	-	-	-	-
104.1 The Average Time it takes to unlock the 911 record	-	-	-	-	-	-
IX. POLES, CONDUIT AND RIGHTS OF WAY						
105. % of requests processed within 35 days	✓	-	-	-	-	-
106. Average Days Required to Process a Request	-	-	-	-	-	-
X. COLLOCATION						
107. % Missed Collocation Due Dates	-	-	✓	-	-	X
108. Average Delay Days For SWBT Missed Due Dates	✓	-	-	-	-	-
109. % of requests processed within ***the tariffed timelines***	✓	-	-	-	-	-
XI. DIRECTORY ASSISTANCE DATABASE						
110. % of updates completed into the DA Database within 72 Hours for facility based CLECs	✓	-	-	-	-	-
111. Average Update Interval for DA database for facility based CLECs	✓	-	-	-	-	-
112. % DA Database Accuracy For Manual Updates	✓	-	-	-	-	-
113. % of electronic updates that flow through the DSR process without manual intervention	✓	-	-	-	-	-

APPENDIX

PERFORMANCE MEASURES SUBJECT TO TIER-1 AND TIER-2 DAMAGES

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
XII. COORDINATED CONVERSIONS						
114. % Pre-mature disconnects (Coordinated Cutovers)	-	-	✓	-	-	X
114.1 CHC/FDT LNP with Loop Provisioning Interval	-	-	-	-	-	-
115. % SWBT caused delayed Coordinated Cutovers	-	-	-	-	-	-
115.1 Mean Time To Restore - Provisioning Trouble Report (PTR)	-	-	-	-	-	-
116. % Missed mechanized INP conversions - Eliminated 7/12/00						
XIII. NXX						
117. % NXXs loaded and tested prior to the LERG effective date	-	-	✓	-	-	X
118. Average Delay Days for NXX loading and testing	✓	-	-	-	-	-
119. Mean Time to Repair - Eliminated 7/12/00						
XIV. BONA FIDE REQUEST PROCESS (BFRs)						
120. % of requests processed within 45 business days	-	-	-	-	-	-
121. % Quotes Provided for Authorized BFRs within 30 business days	-	-	✓	-	-	X
122. Eliminated 7/12/00						
123. Percent of timely and compliant change management notices	-	-	-	-	-	-
124. Timely resolution of significant software failures related with releases	-	-	✓	-	-	X
Total	**29**	**6**	**33**	**6**	**7**	**39**

APPENDIX 2

MEASUREMENTS SUBJECT TO PER OCCURRENCE DAMAGES OR ASSESSMENT WITH A CAP

Measurements That Are Subject To Per Occurrence Damages Or Assessment With A Cap

1 Average Responses time for OSS Preorder Interfaces (1) (Tier-1 – None, Tier-2 –None)
2 Percent Response received within "X" Seconds (2) (Tier-1 - Low, Tier-2 - Med.)
3 % Firm Order Confirmations (FOCs) Received Within "X" Hours (5) (Tier-1 - Low, Tier-2 – Med.)
4 Order Process Percent Flow Through (13) (Tier-1 - Low, Tier-2 - High)
5 Percent Mechanized Completions Returned Within 1 Hour (7)(Eliminated 7/12/00)
6 Mechanized Provisioning Accuracy (12) (Tier-1 - Low, Tier-2 - Low)
7 Percent of Accurate And Complete Formatted Mechanized Bills (15) (Tier-1 - Low, Tier-2 – High)
8 Percent Of Billing Records Transmitted Correctly (16) (Tier-1 – Low,)
9 Billing Completeness (17) (Tier-1 – Low, Tier-2 - Med.)
10 Billing Timeliness (Wholesale Bill) (18) (Tier-1 - Low, Tier-2 – High)
11 Percent Trunk Blockage (70) (Tier-1 – High, Tier-2 - High)
12 Directory Assistance Average Speed Of Answer (80) (Tier-1 – None, Tier-2 – Low)
13 Operator Services Average Speed Of Answer (82) (Tier-1 – None, Tier-2 – Low)

Measurements That Are Subject To Per Measure Damages Or Assessment

1 % NXXs loaded and tested prior to the LERG effective date (117) (Tier-1 - High, Tier-2 - High)
2 Average Delay Days for NXX Loading and Testing (118) (Tier 1 – High)
3 % Quotes Provided for Authorized BFRs within 30 business days (121) (Tier-1 - High, Tier-2 - High)
4 LSC Grade Of Service (GOS) (22)) (Tier-2 – High)
5 Percent Busy in the Local Service Center (23) (Tier-2 - Low)
6 LOC Grade Of Service (GOS) (25) (Tier-2 – High)
7 Percent Busy in the LOC (26) (Assessment Only) (Tier-2 - Low)
8 Common Transport Trunk Blockage (71) (Tier-2 - High)
9 OSS Interface Availability (4) (Tier-2 – High)

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APPENDIX
PERFORMANCE MEASUREMENTS BUSINESS RULES (VERSION 1.7)
RESALE POTS, RESALE SPECIALS AND UNES

Pre-Ordering/Ordering

1. Measurement
Average Response Time For OSS Pre-Order Interfaces
Definition:
The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate, DataGate/EDI/CORBA) by function.
Exclusions:
• None
Business Rules:
The clock starts on the date/time when the request is received by SWBT, and the clock stops on the date/time when SWBT has completed the transmission of the response to the CLEC. Timestamps are taken at the DataGate and Verigate servers and do not include transmission time through the LRAF. Response time is accumulated for each major query type, and then divided by the associated total number of queries received by SWBT during the reporting period. The response time is measured only within the published hours of interface availability. Published hours of interface availability are documented on the CLEC web site. (SWBT will not schedule system maintenance during normal business hours (8:00 a.m. to 5:30 p.m. Monday through Friday). If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time. For the protocol translation response times, start and end times are as follows: EDI input time starts at the time the CLEC successfully connects to the EDI Interactive Agent and the end time is when the connection is made to DataGate for processing. EDI output time starts when the response message is received from DataGate and the end time is when the message is sent to the CLEC. CORBA input time starts at the time the message is received by the CORBA interface and the end time is when the connection is made to DataGate for processing. CORBA output time starts when the response message is received from DataGate and the end time is when the message is sent to the CLEC.

Levels of Disaggregation:

Address Verification

- Request For Telephone Number
- Request For Summary Customer Service Record (CSR) < = 30 WTNs (Also broken down for Lines as required for DIDs).
- Request For Summary Customer Service Record (CSR) > 30 WTNs (Also broken down for Lines as required for DIDs).
- Request for Detailed Customer Service Request (CSR)
- Service Availability
- Service Appointment Scheduling (Due Date)
- Dispatch Required
- PIC
- Actual Loop Makeup Information requested - actual data returned
- Actual Loop Makeup Information requested - design data returned
- Design Loop Makeup Information requested - design data returned
- Protocol translation time – EDI input messages
- Protocol translation time – EDI output messages
- Protocol translation time – CORBA input messages
- Protocol translation time – CORBA output messages

Calculation:	Report Structure:
Σ[(Query Response Date & Time) - (Query Submission Date & Time)] ÷ (Number of Queries Submitted in Reporting Period)	Reported on a CLEC, all CLECs, and SWBT affiliate where applicable (or SWBT acting on behalf of its' affiliate) for DataGate /EDI/CORBA and Verigate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Benchmarks for summary CSR applies to < = 30 WTNs. Benchmarks for Loop Makeup Information are interim until all parties agree that sufficient data is available to set final benchmarks Critical z-value does not apply

Measurement	DataGate/EDI/CORBA/	Verigate
Address Verification	4.7 seconds	4.7 seconds
Request For Telephone Number	4.5 seconds	4.5 seconds
Request For Customer Service Record (CSR)	6.6 seconds	6.6 seconds

6.4.12

Service Availability	6.6 seconds	6.6 seconds
Service Appointment Scheduling (Due Date)	1.0 second	1.0 second
Dispatch Required	12.6 seconds	12.6 seconds
PIC	19.1 seconds	19.1 seconds
Actual Loop Makeup Information requested – actual data returned	12.6 seconds	12.6 seconds
Actual Loop Makeup Information requested – design data returned	23 seconds	23 seconds
Design Loop Makeup Information requested – design data returned	10 seconds	10 seconds
Protocol translation time - EDI input messages	Diagnostic	Not Applicable
Protocol translation time - EDI output messages	Diagnostic	Not Applicable
Protocol Translation Time – CORBA input messages	Diagnostic	Not Applicable
Protocol Translation Time – CORBA output messages	Diagnostic	Not Applicable

1.1 Measurement (Formerly PM 57)	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
• 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.	
Business Rules:	
For a DataGate/EDI/CORBA or Verigate 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 Verigate 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. SWBT 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.	
Levels of Disaggregation:	
• None	
Calculation:	**Report Structure:**
Σ(Date and Time the Loop Qualification is made available to CLEC – Date and Time the CLEC request is received)/Total number of loop qualifications	By CLEC, All CLECs and SWBT or its affiliates (or SWBT acting on behalf of its' affiliate).
Measurement Type:	
Tier 1 – Low Tier 2 – Medium	
Benchmark:	
3 business days, Critical z-value applies.	

12 Measurement (New Measure)	
Accuracy of Actual Loop Makeup Information Provided for DSL Orders	
Definition:	
The percent of accurate DSL actual Loop Makeup Information provided to the CLEC.	
Exclusions:	
None	
Business Rules:	
This measurement tracks accuracy of the loop makeup information provided to the CLEC. It compares reported loop makeup information to actual loop makeup information on the loop provided to the CLEC, and it captures both the clerical error and underlying data error.	
Levels of Disaggregation:	
• DSL actual Loop Makeup Information provided manually • DSL actual Loop Makeup Information provided electronically	
Calculation:	**Report Structure:**
(# of orders for which Loop makeup information provided by SWBT is identical to engineering work confirmation/DLR ÷ total actual Loop Makeup Information responses) * 100	Reported on a CLEC, all CLECs, SWBT DSL affiliate, and SWBT DSL Retail basis by interface for EDI, DATAGATE, VERIGATE, or manually, depending on method of provision of actual loop makeup information.
Measurement Type:	
Tier 1 – Low Tier 2 – Medium	
Benchmark:	
95% accurate for each level of disaggregation, or parity with SWBT DSL Retail, SWBT DSL Affiliate, or other CLECs, whichever is higher.	

2. Measurement:

Percent Responses Received within "X" seconds – OSS Interfaces

Definition:

The percent of responses completed in "x" seconds for pre-order interfaces (Verigate and DataGate/EDI/CORBA,)by function.

Exclusions:

- None

Business Rules:

See Measurement No. 1

Levels of Disaggregation:

See Measurement No. 1

Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and SWBT affiliate where applicable (or SWBT acting on behalf of its' affiliate), by interface.

Measurement Type:

Tier 1 – Low
Tier 2 – Medium

Benchmark:

Benchmarks for summary CSR applies to < = 30 WTNs. Benchmarks for Loop Makeup Information are interim until parties agree that sufficient data is available to set final benchmarks. No damages will apply for Loop Makeup Information until final benchmarks are set. Critical z-value does not apply.

Measurement	DataGate/EDI/CORBA	Verigate
Address Verification	90% in = 8.0 seconds 95% in = 12.0 seconds	80% in = 5.0 seconds 90% in = 7.0 seconds
Request For Telephone Number	90% in = 7.0 seconds 95% in = 9.5 seconds	80% in = 4.0 seconds 90% in = 6.0 seconds
Request For Customer Service Record (CSR)	90% in = 8.0 seconds 95% in = 13 seconds	80% in = 7.0 seconds 90% in = 10.0 seconds
Service Availability	90% in = 12.0 seconds 95% in = 16.0 seconds	80% in = 11.0 seconds 90% in = 13.0 seconds
Service Appointment Scheduling (Due Date)	90% in = 1 seconds 95% in = 2.0 seconds	80% in = 2.0 seconds 90% in = 3.0 seconds
Dispatch Required	90% in = 15.0 seconds 95% in = 25.0 seconds	80% in = 17.0 seconds 90% in = 19.0 seconds
PIC	90% in = 27.0seconds 95% in = 41.0 seconds	80% in = 25.0 seconds 90% in = 27.0 seconds

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Actual Loop Makeup Information requested – actual data returned	90% in = 15.0 seconds 95% in = 25.0 seconds	80% in = 17.0 seconds 90% in = 19.0 seconds
Actual Loop Makeup Information requested – design data returned	90% in = 25.0 seconds 95% in = 35.0 seconds	80% in = 27.0 seconds 90% in = 29.0 seconds
Design Loop Makeup Information requested – design data returned	90% in = 11.9 seconds 95% in = 20.0 seconds	80% in = 13.5 seconds 90% in = 15.0 seconds
Protocol Translation Time – EDI input message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable
Protocol Translation Time – EDI output message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable
Protocol Translation Time – CORBA input message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable
Protocol Translation Time – CORBA input message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable

PM 3 WAS ELIMINATED WITH THE 6 MONTH REVIEW – EFFECTIVE 7/12/00

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4. Measurement:
OSS Interface Availability
Definition:
Percent of time OSS interface is available compared to scheduled availability.
Exclusions:
• None
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 SWBT plans to offer and support CLEC access to SWBT'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 SWBT interface is capable of accepting or receiving CLEC transactions or data files. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent system availability" measure. SWBT will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SWBT will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. 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 SWBT'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 to a CLEC, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SWBT shall calculate the availability time rounded to the nearest minute.
Levels of Disaggregation:
• EASE reported for Consumer and Business • EDI reported by protocol (SSL3, FTP, NDM, VAN) • EDI/CORBA for Pre-order • DataGate • Verigate • LEX • RAF – By CLEC • TOOLBAR • Order Status • Trouble Administration • Provisioning Order Status • Solid GUI (Diagnostic)

Calculation:	Report Structure:
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours)] * 100	Reported on an aggregate CLEC basis by interface. The RAF will be reported on an individual CLEC basis.

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Measurement Type:
Tier 1 – None Tier 2 – High
Benchmark:
99.5%. The critical z allowance does not apply on this measurement. No damages are applicable for Solid GUI. This will be reviewed in 6 months

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4.1 Measurement (NEW MEASURE)	
Pre-Order Backend System Database Query Availability	
Definition:	
Percent of time backend systems used for pre-order are available compared to scheduled availability.	
Exclusions:	
• None	
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 SWBT plans to offer and support CLEC access to SWBT's backend systems used for pre-order functionality during the reporting period. "Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the backend systems are capable of providing pre-order responses to CLEC queries. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "Percent system availability" measure. SWBT will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. Monday through Friday). When a backend system experiences 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 SWBT's Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever a backend system experiences complete unavailability to a CLEC, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SWBT shall calculate the availability time rounded to the nearest minute.	
Levels of Disaggregation:	
Wholesale and Retail Impacts Identified for: • Address Verification (South PREMIS – Texas Only) • Request For Telephone Number (South PREMIS – Texas Only) • PIC (South PREMIS – Texas Only) • Request For Summary Customer Service Record (3 Texas Regions of CRIS) • Service Availability (3 Texas Regions of CRIS) • CLLI (3 Texas Regions of CRIS) • Due Date (3 Texas Regions of SORD) • Dispatch Required (South LFACS – Texas Only) • Loop Makeup Information (LoopQual)	
Calculation:	**Report Structure:**
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours)] * 100	Reported on a SWBT and aggregate CLEC basis by backend system.

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Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
Diagnostic.

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5. Measurement:

Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests.

Definition:

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:

- Rejected (manual and electronic) LSRs.
- SWBT only Disconnect orders.
- Services ordered out of the Access Tariff
- XDSL orders (See PM 5.1)
- Interconnection Orders (See PM 5.2)
- Unbundled Dedicated Transport Orders (See PM 5.2)

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. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends, and when requests are received outside normal working hours. 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 also required for engineering of trunks that must take place prior to the request being worked. Depending on the changes being made, the due dates for the restructure could be the same day or next day for simple changes. Complex accounts needing an MBOS

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could require approximately 5 days to restructure.
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 SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.

LEX/EDI

For LEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or LEX) with the system date and time. The end date and time is recorded by the interface (EDI or LEX) 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.

VERBAL or MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC either by telephone, fax, or other manual methods (i.e. courier). The fax receipt date and time is recorded and input on the SM-FID on each service order in SORD for each FOC opportunity. The end time is the actual date and time that a successful attempt to send a paper fax, is made back to the CLEC. If a CLEC does not require a paper fax the FOC information is provided over the phone. In these instances, the order distribution time is used as the FOC end date and time. If a CLEC chooses to receive their FOCs via the Website, 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.

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Levels of Disaggregation:

Manually submitted:

- Simple Res. And Bus. < 24 Hours
- Complex Business (1-200 Lines) < 24 Hours
- Complex Business (>200 Lines)< 48 Hours
- MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic, and DID Trunks (1-200 lines) = negotiated
- UNE Loop (1-49 Loops) < 24 Hours
- UNE Loop (> 49 Loops) < 48 Hours
- Switch Ports < 24 Hours
- Simple Res. And Bus. LNP Only (1-19 Lines) < 24 Hours
- Simple Residence and Business LNP Only (20+ Lines) < 48 Hours
- LNP with Loop (1-19 Loops) < 24 Hours
- LNP with Loop (20+ Loops) < 48 Hours
- LNP Complex Business (1-19 Lines) < 24 Hours
- LNP Complex Business (20-50 Lines) < 48 Hours
- LNP Complex Business (50+ Lines) < Negotiated with Notification of Timeframe within 24 Hours

Electronically submitted via LEX or EDI:

- Simple Res. And Bus. < 5 Hours
- Complex Business (1-200 Lines)< 24 Hours
- Complex Business (>200 Lines) < 48 Hours
- MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic, and DID Trunks (1-200 lines) = negotiated
- UNE Loop (1-49 Loops) < 5 Hour
- UNE Loop (> 49 Loops) < 48 Hours
- Switch Ports < 5 Hours
- Simple Residence and Business LNP Only (1-19 Lines) < 5 Hours
- Simple Residence and Business LNP Only (20+ Lines) < 48 Hours
- LNP with Loop (1-19 Loops) < 5 Hours
- LNP with Loop (20+ Loops) < 48 Hours
- LNP Complex Business (1-19 Lines) < 24 Clock Hours
- LNP Complex Business (20-50 Lines) < 48 Clock Hours
- LNP Complex Business (50+ Lines) < Negotiated with Notification of Timeframe within 24 Clock Hours

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SWBT affiliate where applicable (or SWBT acting on behalf of its' affiliate). This includes mechanized from EDI and LEX and manual (e.g. FAX or phone orders).

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Measurement Type:

Tier 1 – Low
Tier 2 – Medium

Benchmark:

All 5 Hour FOC 95% / 24 Hour FOC 94% / 48 Hour FOC 95%/Acct Restr. 95% the Average for the last 5% for 95% benchmark or the last 6% for 94% benchmark shall not exceed 20% of the established benchmark, excluding projects. Violations with respect to the "tail" (the last 5/6%) are subject to Tier 1 low damages and Tier 2 medium damages, and will apply ***only if*** SWBT has met the benchmark on the corresponding "percent within x" measurement.

The critical z-value does not apply to the following categories

- Simple res. and bus – LEX, EDI and Manual
- Complex business – LEX, Manual
- UNE (1-49) – EDI, LEX
- Simple res. and bus LNP only (1-19) – LEX, EDI
- Simple res. and bus. LNP with loop (1-19) – LEX, EDI
- LNP Complex Business – LEX, EDI

The critical z-value applies to all other categories.

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5-1 Measurement:

Percent Firm Order Confirmations (FOCs) for XDSL-capable loops & Line Sharing Returned Within "x" Hours

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:

- DSL Orders-orders rejected for incomplete or incorrect LSR
- DSL Orders-orders denied for pair gain
- SWBT only Disconnect orders.
- Rejects for non-conformance as to PSD masks if, and only if, the CLEC requests such qualification on the LSR

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.-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. The returned confirmation to the CLEC will establish the actual end date/time. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends, and when requests are received outside normal working hours.

LEX/EDI

For LEX and EDI originated LSRs that do not require manual loop makeup information after the receipt of the LSR (requests where mechanized loop makeup information is available when LSR is submitted) the start date and time is the receipt date and time that is automatically recorded by the interface (EDI or LEX). The end date and time is automatically recorded by the interface (EDI or LEX) and reflects the actual date and time the FOC is available to the CLEC.

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 (EDI or LEX) and reflects the actual date and time the FOC is available to the CLEC.

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MANUAL REQUESTS

Manual service order requests are those requests initiated by the CLEC by fax. For manual requests that do not require a loop qualification after the receipt of the LSR, the receive date and time is when a good LSR is received in the LSC. The end time is the fax date and time the fax (FOC) is sent back to the CLEC or the time of the fax attempt by SWBT. The fax end time is recorded and input via an internal Web application. If a CLEC chooses to receive their FOCs via the Website, the end time is the date and time the FOC is loaded to the Website.

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 LoopQual system, and the end date and time is when the fax is sent back to the CLEC.

Levels of Disaggregation:

Manually submitted

- UNE xDSL Capable Loop (1-49 Loops) < 24 Hours
- UNE xDSL Capable Loop (> 49 Loops) < 48 Hours
- Line Sharing (1-49 Loops) < 24 Hours
- Line Sharing (>49) < 48 Hours

Electronically submitted

- UNE xDSL Capable Loop (1-20Loops) < 6 Business Hours
- UNE xDSL Capable Loop (> 20 Loops) < 14 Business Hours
- Line Sharing (1-49 Loops) < 6 Business Hours
- Line Sharing (>49) < 14 Business Hours

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SWBT affiliate (or SWBT acting on behalf of its' affiliate) where applicable. This includes mechanized from EDI and LEX and manual (FAX or phone orders). These are reported by the percent within x and by the average of the remainder.

Measurement Type:
UNE xDSL Capable Loops: Tier 1 – Low, Tier 2-Medium Line Sharing: Diagnostic (New product, no historical data)
Benchmark:
Line Sharing: Diagnostic for first three months of implementation of the measure then Tier 1 All 6 Hour FOC 95% / 14 Hour FOC 95% / 24 Hour FOC 94% / 48 Hour FOC 95% The Average for the last 5% for 95% benchmark shall not exceed 20% of the established benchmark, excluding projects.

5.2 Measurement: (New Measure)

Percent Firm Order Confirmations (FOCs) Returned within X days on ASR requests

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:

- All LSRs
- Access Orders purchased from SWB tariffs
- Rejected (manual and electronic) ASRs.
- SWBT 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.-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. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends, and when requests are received outside normal working hours.

Levels of Disaggregation:

- Interconnection Facilities and Trunks < 7 Business Days
- Unbundled Dedicated Transport
  - DS3s < 5 Business Days
  - DS1s < 1 Business Day
- Projects – Negotiated
- Broadband service product (Note: Additional disaggregations may be required as necessary in the future.

Calculation:	Report Structure:
(# FOCs returned within "x" hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SWBT affiliate

Measurement Type:

Tier 1 – Diagnostic
Tier 2 – None

This measure is diagnostic for 3 months, until September 2000. With October data it will

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be Tier 1 – Low, Tier 2 – Low.
Benchmark: • Diagnostic for first three months of implementation of the measure then Tier 1 Low • Interconnection Facilities and Trunks = 95% < 7 Business Days • Unbundled Dedicated Transport DS3s = 95% < 5 Business Days • Unbundled Dedicated Transport DS1s = 95% < 1 Business Day The z-value applies

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6. Measurement:
Average Time To Return FOC
Definition:
The average time to return FOC from receipt of complete and accurate service request to return of confirmation to CLEC.
Exclusions:
• Rejected Orders. • SWBT only Disconnect orders. • Orders involving major projects.
Business Rules:
See Measurement No. 5
Levels of Disaggregation:
Disaggregate for LEX and EDI by the following: • Mechanically received via LEX/EDI and FOC'd without LSC intervention (mechanical/mechanical) - Overall average - Reported for 90% and 95% • Mechanically received via LEX/EDI and FOC'd with LSC intervention (mechanical/manual) - Overall average - Reported for 90% and 95% • Received manually via FAX/paper and FOC'd via FAX (manual/manual) - Overall average - Reported for 90% and 95%

Calculation:	Report Structure:
Σ[(Date and Time of FOC) - (Date and Time of Order Received by SWBT)]/(# of FOCs)	Reported for CLEC and all CLECs.

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
Diagnostic

6.1 Measurement: (New Measure)

Average Time to Return DSL FOC's

Definition:

The average time to return DSL FOC's from receipt of complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- DSL Orders-orders rejected for incomplete or incorrect LSR
- DSL Orders-orders denied for pair gain
- SWBT only Disconnect orders.
- Orders involving major projects.
- Rejects for non-conformance as to PSD masks if, and only if, the CLEC requests such qualification on the LSR

Business Rules:

See Measurement No. 5.1

Levels of Disaggregation:

Disaggregate for LEX and EDI by the following:

- Mechanically received via LEX/EDI and FOC'd without LSC intervention (mechanical/mechanical) – Overall average
  - Reported for 90% and 95%
- Mechanically received via LEX/EDI and FOC'd with LSC intervention (mechanical/manual) - Overall average
  - Reported for 90% and 95%
- Received manually via FAX/paper and FOC'd via FAX (manual/manual)
  - Overall average
  - Reported for 90% and 95%

Calculation:	Report Structure:
Σ[(Date and Time of FOC) - (Date and Time of Order Received by SWBT)]/(# of FOCs)	Reported for CLEC and all CLECs and SWB Affiliate.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

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7.1 Measurement
Percent Mechanized Completions Notifications Available Within one Day of Work Completion
Definition:
Percent Mechanized Completions Notifications Available Within one Day
Exclusions:
• Exclude Weekends And Holidays
Business Rules:
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 SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.
Levels of Disaggregation:
• LEX • EDI

Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and SWB Affiliate.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
97% The critical z-value does not apply.

PM 8 WAS ELIMINATED WITH 6 MONTH REVIEW - EFFECTIVE 7/12/00

9. Measurement
Percent Rejects
Definition:
The number of rejects compared to the issued unique LSRs and SUPPs for the electronic interfaces (EDI and LEX).
Exclusions:
• Notifications returned post-FOC as electronic jeopardies.
Business Rules:
A reject is a notification to a CLEC that an LSR received via LEX or EDI did not pass LASR edit checks, other system edits, or edits by the LSC.
Levels of Disaggregation:
• None

Calculation:	Report Structure:
(# of rejects ÷ total unique LSRs and SUPPs) * 100	Reported by CLEC, SWBT DSL Affiliate and all CLECs for the electronic interfaces (EDI and LEX).

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
Measurement is diagnostic. No benchmark required.

10 Measurement
Percent Mechanized Rejects Returned Within one hour of receipt of LSR
Definition:
Percent mechanized rejects returned within one hour of the receipt of the LSR
Exclusions:
• None
Business Rules:
The start time used is the date and time the LSR is recorded by the interface (EDI/LEX) The end time is the date and time the reject notice is available to the CLEC via EDI or LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.
Levels of Disaggregation:
• LEX • EDI

Calculation:	Report Structure:
(# mechanized rejects returned within 1 hour ÷ total rejects) * 100	Reported for CLEC and all CLECs and SWB affiliate.

Measurement Type:
Tier 1 – Low Tier 2 – None
Benchmark:
97% within 1 hour. The Critical z-value applies.

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10-1 Measurement:	
Percent Manual Rejects Received Electronically and Returned Within X Hours	
Definition:	
Percentage of manual rejects received electronically and returned within X hours of the receipt of LSR from CLEC.	
Exclusions:	
• Rejects of LSRs received through manual process i.e. via mail, fax or courier	
Business Rules:	
The start time is the time the LSR is received electronically via EDI or LEX. The end time is the date and time the reject notice is available to the CLEC via EDI/LEX. A manual reject is a reject of an electronic LSR that requires manual intervention. If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.	
Levels of Disaggregation:	
• EDI and LEX (for reporting purposes only, aggregated for purposes of penalty)	
Calculation:	**Report Structure:**
(# electronic manual rejects returned within X hours of receipt of LSR ÷ total electronic manual rejects) * 100	Reported by CLEC and all CLECs and SWB affiliate.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
97% within 6 Hours. Critical z-value does not apply.	

10.2 Measurement: (New Measure)
Percentage of Orders that receive SWB-caused Jeopardy Notifications
Definition:
Percentage of total orders received electronically via LEX/EDI and processed for which SWB notifies the CLEC that an order is in jeopardy of meeting the due date, due to SWB cause.
Exclusions:
• None
Business Rules:
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 SWBT identifies the potential for not meeting the scheduled due date (LOF or additional information).
Levels of Disaggregation:
• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies • Other SWBT caused Jeopardies • CLEC/EU caused Jeopardies (See Jeopardy Codes Below – Appendix Four)

Calculation:	Report Structure:
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs and SWB affiliate.

Measurement Type:
Diagnostic
Benchmark:
Diagnostic

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11 Measurement:
Mean Time to Return Mechanized Rejects
Definition:
Average time required to return a mechanized reject.
Exclusions:
• See Measurement No. 10
Business Rules:
The start time is the time the LSR is received electronically via EDI or LEX. The end time is the date and time the reject notice is available to the CLEC. A mechanized reject is any reject returned electronically (without manual intervention) to the CLEC.
Levels of Disaggregation:
• EDI • LEX

Calculation:	Report Structure:
Σ[(Date and Time of Order Rejection) - (Date and Time of Order Receipt)] ÷ (# of unique LSR's and Supps Rejected)	Reported on CLEC and all CLECs and SWB Affiliate.

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
Diagnostic

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11.1 Measurement:
Mean Time to Return Manual Rejects that are Received Electronically via LEX or EDI
Definition:
Average time to return manual rejects received electronically via LEX or EDI; receipt to return.
Exclusions:
• See Measurement 10.1
Business Rules:
See Measurement 10.1
Levels of Disaggregation:
• See Measurement 10.1

Calculation:	Report Structure:
{∑(receipt to CLEC of electronic manual rejects – receipt of electronic manual LSRs) ÷ total electronic manual rejects}	Reported for CLEC and all CLECs and SWB Affiliate.

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
6 Hours Critical z value does not apply.

1h.2 Measurement: (New Measure)
Average SWB-caused Jeopardy Notification Interval
Definition:
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SWB 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).
Exclusions:
• None
Business Rules:
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 SWB 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 SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.
Levels of Disaggregation:
• Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies • Other SWBT caused Jeopardies • CLEC/EU caused Jeopardies (See Jeopardy Codes Below – Appendix Four)

Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SWB affiliate.

Measurement Type:
Diagnostic
Benchmark:
TBD

673

12 Measurement:	
Mechanized USOC Provisioning Accuracy	
Definition:	
Percent of mechanized orders completed as ordered.	
Exclusions:	
None	
Business Rules:	
This measurement compares the USOCs ordered on a mechanized order, to that which is provisioned based on the posted service order.	
Levels of Disaggregation:	
• None	
Calculation:	**Report Structure:**
(# of orders completed as ordered ÷ total orders) * 100	Reported by individual CLEC, CLECs and SWBT, and SWB affiliate as appropriate.
Measurement Type:	
Tier 1 – Low Tier 2 – Low	
Benchmark:	
Parity	

674

12.1 Measurement (New Measure):
Percent Provisioning Accuracy for non-flow through orders
Definition:
Percent of posted (non-flow through) service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.
Exclusions:
• *Flow through service orders as identified in PM 13* • Cancelled Orders • Rejected orders due to CLEC caused errors
Business Rules:
This measurement compares all fields that can be compared mechanically (e.g. features, PIC, etc.) as submitted on the LSR to the associated service order that provisioned the requested services and posted to billing.
Levels of Disaggregation:
• None

Calculation:	Report Structure:
(# of posted, non-flow through service orders with fields provisioned as ordered on the LSR's ÷ total non-flow through service orders posted * 100	Reported by individual CLEC, CLECs and SWBT

Measurement Type:
Tier 1 – High Tier 2 – None
Benchmark:
95%

675

13. Measurement
Order Process Percent Flow Through
Definition:
Percent of orders from entry to distribution that progress through SWBT ordering systems without manual intervention.
Exclusions:
• Excludes rejected orders • For new versions of the ordering systems which provide additional flow through capabilities, orders that have the potential to flow through in the new version, but for which CLEC utilized the older version, should be excluded from this measurement in both the numerator and denominator.
Business Rules:
The number of orders that flow through SWBT's ordering systems and are distributed in SORD without manual intervention, divided by the total number of MOG Eligible orders and orders that would flow through EASE within the reporting period. Orders that fall out for manual handling, that are worked by SWBT and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences.
Levels of Disaggregation:
• EASE • LEX • EDI The data reported by interface, as specified above, will be used to determine the amount of any Tier 1 or Tier 2 payments under this measurement. In addition, for each interface SWBT 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). Tier 1 and Tier 2 payments will not apply to the reports that are disaggregated by order type (these same transactions will be included in the data that is reported by interface and will be subject to Tier 1 and Tier 2 payments there).

Calculation:	Report Structure:
(# of orders that flow through ÷ total MOG-eligible orders and orders that flow through EASE) * 100	Reported by CLEC, all CLECs and SWBT and SWB affiliate.

Measurement Type:
Tier 1 – Low Tier 2 – High
Benchmark:
Parity

676

13.1 Measurement (New Measure):

Overall Percent LSR Process Flow Through

Definition:

Percent of LSRs that progress through SWBT's ordering, provisioning, and billing systems without manual intervention.

Exclusions:

- LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error

Business Rules:

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 SWBT 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:

- LSRs for which SWBT returns a manually generated reject, order confirmation, or jeopardy notification,
- LSRs for which SWBT internal service orders are not electronically generated or as to which any manual entry is made on associated SWBT internal service orders,
- LSRs with any associated service orders that do not distribute out of SWBT's SORD system without fall out or manual processing,
- LSRs with any associated service orders that do not update databases without fall out or manual processing,
- LSRs which result in any manual AIN trigger setting or manual switch translation work,
- LSRs with any associated service orders that do not successfully post to each SWBT back end billing systems without fall out or manual processing including error resolution.

Levels of Disaggregation:

- EASE
- LEX
- EDI

For each interface, SWBT 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).

Calculation:	Report Structure:
(# 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, SWBT and SWBT Affiliates.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

628

Billing

14. Measurement
Billing Accuracy
Definition:
SWBT performs three bill audits to ensure the accuracy of the bills rendered to its customers: CRIS, CABS and toll/usage.
Exclusions:
Non-recurring charges are not part of the CRIS audit process, as SWBT has developed a test order process to ensure the accuracy of CRIS non-recurring charges.
Business Rules:
The purpose of the CRIS Bill Audit is to review and recalculate each service billed for each of the seven bill processing centers in the five states. Wholesale accounts are included in each processing center for every billing period. In the toll/usage bill audit, a sample of customer accounts is selected using an appropriate mix of USOCs and Classes of Service. The purpose of this audit is to ensure that monthly bills sent to the CLECs, whether it is for resale or unbundled services, and retail customers are rated accurately according to tariffs and CLEC contracts. For all accounts that are audited, the number of bills that have been released prior to correction (bills are audited for complete information, accurate calculations and are properly formatted) are counted as an error against the total bills audited.
Levels of Disaggregation:
• CLEC and non-CLEC

Calculation:	Report Structure:
(# of bills not corrected prior to bill release ÷ total bills audited) * 100	Reported for aggregate of all CLECs and SWBT for the CRIS, CABS and Usage bill audits.

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
Parity

15 Measurement
Percent of Accurate and Complete Formatted Mechanized Electronic Bills via EDI or BDT
Definition:
The percent of monthly bills sent to the CLECs via the mechanized electronic EDI or BDT process that are accurate and complete. SWBT will consider, upon review, adding new electronic processes that may be developed in the future"
Exclusions:
• None
Business Rules:
EDI Billing accuracy is based upon three factors: totaling, formatting, and syntax. In other words, does the bill total up correctly, does the EDI Billing data conform to the format outlined in the SWB Electronic Commerce Guide for EDI Billing, and is the EDI Billing data syntactically correct. For completeness, EDI checks that the sum of all itemized calls equals the total for the itemized calls bill section, and the sum of all OC&C charges should equal the total for the OC&C section. Similar audits are performed for total current charges and the amount due. BDT Billing accuracy is based upon three factors: totaling, formatting, and syntax. In other words, does the bill total up correctly, does the BDT Billing data conform to the Billing Output Specifications (BOS) format, and is the BDT Billing data syntactically correct? For completeness, BDT checks that the sum of all itemized calls equals the total for the itemized calls bill section, and the sum of all OC&C charges should equal the total for the OC&C section. Similar audits are performed for total current charges and the amount due.
Levels of Disaggregation:
• EDI • BDT • To the extent SWBT sends bills to CLECs using application to application processes other than EDI or BDT, SWBT will include those bills in this measure, separately disaggregated or not, as appropriate, with notice to CLECs of the change.

Calculation:	Report Structure:
(Count of accurate and complete formatted mechanized electronic bills via EDI/BDT ÷ total # of mechanized electronic bills via EDI/BDT.) * 100	Reported for CLEC and all CLECs and ASI where applicable

Measurement Type:
Tier 1 – Low Tier 2 – High
Benchmark:
99% Critical z-value does not apply for EDI, Critical z-value applies for BDT.

681

d6. Measurement:

Percent of Accurate Usage Records transmitted (of those records that are subject to active CLEC review) via the "Extract Return File" process.

Definition:

For those CLECs who agree to utilize the "Extract Return Process," this measure identifies the usage records transmitted, within a given month, by SWBT to the CLECs on the Daily Usage extract feed that have been identified by the CLECs as being inaccurate. The CLECs would return these inaccurate records (preferably within the same month) via the "Extract Return File" process to SWBT. SWBT would then be responsible for validating that these records or a portion of these records were, indeed, transmitted inaccurately. CLECs will have an opportunity to contest any determination by SWBT that a record identified by a CLEC as inaccurate should be considered accurate.

Exclusions:

- Records that are classified as category "01" (the first two digits of the EMI record) which are rated records provided by other companies for SWBT to transmit via the Daily Usage Extract feed to the CLECs
- Category "11" records until such time that the industry has established a return code standard through the OBF forum
- Usage records that are not returned within 30 days via the "Extract Return File
- Usage records transmitted to CLECs who do not affirmatively agree to utilize the "Extract Return File" process.

Business Rules:

Controls and edits within the billing system uncover certain types of errors that are likely to appear on the usage records. When these errors are uncovered, a new release of the program is written to ensure that the error does not occur again. Thus, an error that is reported in one month should not occur the next month because the billing program error would have been fixed by the next month.

In addition, records identified as inaccurate by the CLECs should be returned to SWBT via the "Extract Return File" process. SWBT will 30 days to validate and correct these records or a portion of these records (as appropriate) and retransmit them to the CLECs. SWBT will be held liable only for the records that have been validated as being inaccurate out of the total number of records returned by the participating CLECs. It is possible that through the validation processes, SWBT may determine that none of the records returned are inaccurate. In that case, SWBT will notify the CLEC of its determination. If the parties cannot agree on the correct determination, either party may invoke dispute resolution..

Levels of Disaggregation:

- None

Calculation:	Report Structure:
(Total usage records transmitted– total usage records returned by the CLECs via the "Extract Return File" process and validated to be inaccurate) ÷ total usage records transmitted) * 100	Reported for CLEC and all CLECs.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
95% Critical z-value applies	

17. Measurement:

Billing Completeness

Definition:

Percent of service orders completed within the billing cycle that post in the CRIS or CABS billing systems prior to the CLECs bill period.

Exclusions:

- Access Service Orders billed through CABS.
- Interconnection Trunk Orders

Business Rules:

The Billing Completeness Measure includes all orders and is created from the Posted Service Order Database (PSOD). PSOD includes copies of all posted service orders for both the CRIS and CABS. PSOD includes the Bill Period, Completion Date, and Post Date for each Service Order as well as an On-Time/Late indicator created based on these dates. This On-Time/Late indicator is calculated as follows:

1. Determine the Bill Date, Completion Date, and Post Date for any order that has an OCN number regardless of order type.
2. Calculate the Bill Date minus one month by subtracting one month from the Bill Date.
3. Determine the Bill Render Date by using the Bill Date to look up the Bill Render Date on the Bill Period Calendar.
4. Compare the Completion Date, Bill Date, Bill Date Minus one month, Bill Render Date, and Post Date of the service order to determine if order is on-time or late:
   - If the Completion Date of the service order is prior to the Bill Date minus one month, then the order is late.
   - Compare the Post Date to the Bill Render Date. If the Post Date is earlier than or equal to the Bill Render Date and the Completion Date of the service order is equal to or greater than the Bill Date minus one month, then the order is on time.
   - In all other cases, the order is late.
   - The Billing Completeness Measure for each month is based on all orders that post within that given month. The denominator of the measure is all orders within a month. The numerator is the total number of on-time orders for that same month. The Billing Completeness Measure calculation is completed for each CLEC, for all CLECs, and for all retail service orders. The CLEC orders for both CRIS and CABS are defined as all service orders that include the AECN or OCN FID. The retail orders are all CRIS orders that do not include an AECN.

Levels of Disaggregation:

- None

Calculation	Report Structure
(Count of on-time service orders included in current applicable bill period ÷ total service orders in current applicable billing period) *100	Reported by CLEC, all CLECs, SWBT, and ASI where applicable.
Measurement Type:	
Tier 1 – Low Tier 2 – Medium	
Benchmark:	
Parity with SWBT Retail.	

685

17.1 Measurement (New Measure)
Service Order Posting
Definition:
Number of Days for Service Order Posting at the 85, 90, and 95 Percentiles
Exclusions:
• Access Service Orders billed through CABS • Interconnection Trunk Orders
Business Rules:
This measure includes all SORD orders and is created from the Posted Service Order Database (PSOD). This measurement will determine the number days to post a service order to CRIS or CABS billing system at the 85, 90 and 95 percentiles and the percentage of that posts within 5 business days. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). The base for this measure is the total number of SORD service orders that post in a given month.
Levels of Disaggregation:
• CABS • CRIS

Calculation:	Report Structure:
85, 90 and 95 Percentile and the percentage of orders that posts within 5 business days	Reported by CLEC and all CLECs

Measurement Type:
Diagnostic
Benchmark:
TBD

18 Measurement:
Mechanized Electronic Billing Timeliness EDI and BDT (Wholesale Bill)
Definition:
Mechanized Electronic Billing Timeliness measures the length of time from the billing date to the time it is sent or transmitted (made available) to the CLECs.
Exclusions:
• Excludes Weekends and Holidays. • Excludes test transmissions
Business Rules:
The transmission date is used to gather the data for the reporting period. The measure counts the number of workdays between the bill day and transmission date for each bill.
Levels of Disaggregation:
• EDI • BDT • To the extent SWBT sends bills to CLECs using other application to application processes other than EDI or BDT, SWBT will include those bills in this measure, separately disaggregated or not, as appropriate, with notice to CLECs of the change.

Calculation:	Report Structure:
(Count of mechanized electronic bills transmitted on time ÷ total number of bills released) * 100	Reported for CLEC and all CLECs and ASI where applicable.

Measurement Type:
Tier 1 – Low Tier 2 – High
Benchmark:
95% within 6th workday Critical z-value does not apply for EDI, Critical z-value applies for BDT.

687

19. Measurement:
Daily Usage Feed Timeliness
Definition:
Usage information is sent to the CLECs on a daily basis. This usage data must be sent to the CLEC within 6 work days in order to be considered timely.
Exclusions:
• Excludes Weekends and Holidays.
Business Rules:
The measure uses the actual EMI usage records that are sent to the CLECs. Data date is the recording date of the usage and is part of the EMI usage record. Cycle date is the day the Daily Usage file is sent to the CLEC. Cycle date is found on the pack header record of the Daily Usage file.
Levels of Disaggregation:
• None

Calculation:	Report Structure:
(Number of usage feeds transmitted on time ÷ total number of usage feeds) * 100	Reported for CLEC and all CLECs.

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
95% within 6th workday, Critical z-value does not apply.

PM 20 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00