

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, SBC MISSOURI 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 SBC MISSOURI provides this protection to its own facilities. SBC MISSOURI 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 SBC MISSOURI.
- 1.3 SBC MISSOURI will follow mutually agreed upon notification procedures in the event it becomes necessary for a SBC MISSOURI employee to enter into the exclusive CLEC collocated space except in an emergency situation in which SBC MISSOURI will immediately have the ability to enter into CLEC's collocated space notifying CLEC as soon as possible.
- 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's personnel or authorized designee, where CLEC is physically collocated, to inspect or observe spaces that house or contain CLEC's equipment or equipment enclosures after such time as SBC MISSOURI 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 SBC MISSOURI provides to itself.
- 1.8 Limiting the keys used in SBC MISSOURI'S keying systems for cages which contain or house CLEC's equipment or equipment enclosures to SBC's employees for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. SBC MISSOURI will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by SBC MISSOURI.
- 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 SBC MISSOURI is aware.
- 1.12 CLEC and SBC MISSOURI 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 SBC MISSOURI will make available to CLEC to the extent that SBC MISSOURI 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, 900 and 976 numbers.
- 2.2 SBC MISSOURI 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 SBC MISSOURI 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 SBC MISSOURI 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. SBC MISSOURI will provide assistance twenty-four (24) hours per day for situations involving immediate threat to life or at the

request of law enforcement officials. SBC MISSOURI will provide a twenty-four (24) hour contact number to administer this process.

ATTACHMENT 17: Performance Measurements

This Attachment 17: Performance Measurements sets forth the terms and conditions under which SBC MISSOURI will report performance to CLEC and compare that performance to SBC MISSOURI'S own performance or benchmark criteria, whichever is applicable.¹ Enforcement measures through liquidated damages for failure to meet certain performance measures, set forth in this Attachment, are agreed upon in the Performance Remedy Plan included in a separate agreement of the Parties (Performance Remedy Plan).

- 1.0 SBC Missouri agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 2. SBC MISSOURI will collect, analyze, and report performance data for these measures in accordance with SBC MISSOURI'S Performance Measurement Business Rules, as approved by the Public Service Commission of Missouri (the "Commission" or "PSC"). Both the performance measures and the business rules are subject to modification in accordance with Section 3.0.
- 2.0 For purposes of this Attachment, performance results (whether in the form of means, percentages, or rates) will be measured in a single month for the same measurement at equivalent levels of disaggregation, for both SBC MISSOURI (or its affiliate purchasing the same service from SBC under an ICA) and CLEC. Compliance will be determined separately for each CLEC and disaggregation level, based on statistical tests or by direct comparison with an established standard (benchmark), as defined in the Performance Remedy Plan.
- 3.0 A workshop and/or conference shall be organized and held annually for the purpose of evaluating the existing performance measures and determining whether any measures should be deleted, modified or any new measures added. Provided however, no new measures shall be added which measures activities already governed by existing measures. CLEC may actively participate in this annual workshop with SBC MISSOURI, other CLECs, and Commission representatives.
- 3.1 As provided in the Performance Remedy Plan, no changes to remedies/liquidated damages (remedies) or any other term or condition of this Attachment affecting remedies, including but not limited to the level of remedies to be paid by SBC and the application of a benchmark, shall be made except by the consent of the Parties only and shall not be effective until and memorialized in an amendment to the Performance Remedy Plan. Except as otherwise provided in the Performance Remedy Plan, neither Party shall have a right to seek Missouri Public Service Commission jurisdiction or intervention to address any issues affecting remedies. Any dispute concerning remedies or modification to the current remedy plan shall be resolved pursuant to the dispute resolution provisions of that separate agreement.
- 3.2 CLEC and SBC MISSOURI 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 SBC MISSOURI will allow CLEC to have an independent audit conducted, at CLEC's expense, of SBC MISSOURI'S performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 day consultation period or if any new problem is identified, SBC MISSOURI shall reimburse the CLEC any expense incurred for such audit. CLEC may not request more than one audit per twelve calendar months under this section.

¹ Identification of specific network elements by name in this Attachment, including all Appendices hereto, shall not be interpreted to require SBC Missouri to continue to measure, report or credit remedies for any such elements once such elements are no longer required to be provided on an unbundled basis under section 251 of the Act or the parties' ICA.

4.0 GENERAL ASSESSMENTS PAYABLE TO THE MISSOURI STATE TREASURY:

- 4.1 If SBC MISSOURI fails to submit performance reports by the last business 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 the last business day of the month;

If incomplete reports are filed, \$1,000 per day for each measurement affected by missing performance results, subject to a maximum of \$5,000.

- 4.2 If SBC MISSOURI alters previously reported data to a CLEC, and after discussions with SBC MISSOURI the CLEC disputes such alterations, then the CLEC can request that the Commission review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section entitled "Exclusions Limited."

- 4.3 Assessments under this section will not be included in determining the applicability of the cap in the Performance Remedy Plan.

5.0 REPORTS

- 5.1 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 SBC MISSOURI'S state aggregate data.

- 5.2 In the event SBC MISSOURI misses any measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SBC MISSOURI 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 SBC MISSOURI processes, to the extent appropriate.

- 5.3 SBC Missouri will not levy a separate charge for provision of the data to CLEC called for under this Attachment. SBC Missouri will make raw data available to CLEC via the CRDWS - CLEC Raw Data Web Site. Raw data for the current period will be posted in detail files for downloading by the last business day of each month. These files will be available for download for 60 days from the date of posting, after which the earliest monthly file will be replaced with the raw data file for the current month. Notwithstanding any other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

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

Appendix 1: Performance Measurement Business Rules (Version 4.0)

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PERFORMANCE MEASUREMENTS BUSINESS RULES

A. Pre-Ordering/Ordering

1.1. Measurement	
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:	
<p>For a DataGate/EDI/CORBA or EnhancedVerigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or EnhancedVerigate request is when the loop makeup information has either has been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System.</p> <p>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.</p> <p>SBC will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.</p>	
Calculation:	Report Structure:
$\Sigma(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received}) / \text{Total number of loop qualifications}$	By CLEC, All CLECs and SBC or its affiliates (or SBC acting on behalf of its affiliate).by state.
Disaggregations and Benchmarks:	
None	3 business days (Critical Z does not apply)

2. Measurement	
Percent Responses Received within "X" seconds – OSS Interfaces	
Definition:	
The percent of responses completed in "x" seconds for pre-order interfaces (EnhancedVerigate, EDI and CORBA) by function.	
Exclusions:	
None	
Business Rules:	
<p>Timestamps for the uniform interfaces (EnhancedVerigate, EDI and CORBA) are taken at the SBC Pre-Order Adapter and do not include transmission time through the xRAF or protocol translation times. The clock starts on the date/time when the query is received by the SBC Pre-Order Adapter and stops at the date/time the SBC Pre-Order Adapter passes the response back to the interfacing application (EnhancedVerigate, EDI pre-order or CORBA). The response time is measured only within the published hours of interface availability as posted on the CLEC on-line website.</p> <p>For the protocol translation response times, interface input times start at the time the interface receives the pre-order query request from the CLEC and the end time is when the connection is made to the SBC Pre-Order Adapter for processing. Interface output times start when the interface receives the response message back from SBC Pre-Order Adapter and the end time is when the message is sent to the CLEC.</p> <p>If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p>	
Calculation:	Report Structure:
(# of responses within each time interval ÷ total responses) * 100	Reported on a CLEC, all CLECs, and SBC affiliate where applicable (or SBC acting on behalf of its affiliate), by interface, by state.
Disaggregations and Benchmark:	
<p>Overall transactions returned within required interval. Benchmark 95% Does not include Protocol Translation times as noted below.</p> <p>No damages will apply to the Protocol Translation Times for EDI and EnhancedVerigate. (Note – Nonuniform DataGate/EDI/CORBA have been eliminated from PM #2 due to the elimination of this interface.) (Critical Z does not apply)</p> <p>All measurements below will be reported on a diagnostic basis.</p>	
Measurement	EnhancedVerigate, EDI and CORBA
Address Verification	95% in <= 10 seconds
Telephone Number Assignment (includes random inquiry, reservation, confirmation and cancellation transactions)	95% in <= 10 seconds
Telephone Number Assignment – Specific Inquiry	95% in <= 20 seconds
Customer Service Summary (non-uniform) /Customer Service Inquiry (Uniform) < = 30 WTNs (Also broken down for Lines as required for DIDs).	95% in <=15 seconds
Service/Feature Availability	95% in <=13 seconds
Service Appointment Scheduling (Due Date)	95% in <=5 seconds
Dispatch Required	95% in <=19 seconds

PIC / LPIC	95% in <=25 seconds
Actual Loop Makeup Information requested	95% in <= 60 seconds
Design Loop Makeup Information requested(includes Pre-Qual transactions)	95% in <=15 seconds
Protocol Translation Time – EDI(input and output)	95% in <= 4 seconds
Protocol Translation Time – CORBA (input and output)	95% in <=1 seconds
Protocol Translation Time – EnhancedVerigate (input and output)	95% in <= 1 seconds Diagnostic

4 Measurement	
OSS Defects Per Million Opportunities (DPMO)	
Definition:	
OSS Interface Defects per Million Minutes Opportunities of Scheduled Availability	
Exclusions:	
<ul style="list-style-type: none"> Scheduled interface outages for major system releases or system maintenance where CLECs were provided with advanced notification of the downtime in compliance with SBC Southwest's change management process Undetected Interface outages reported by a CLEC that were not reported to SBC Southwest's designated trouble reporting center within 5 business days 	
Business Rules:	
<p>The "Minutes of Scheduled Availability" are the cumulative number of Minutes over which SBC Southwest plans to offer and support CLEC access to SBC Southwest's operational support systems (OSS) functionality during the reporting period. "OSS Defects" are the actual number of minutes, during the scheduled available time, that the SBC Southwest interface is incapable of accepting, receiving and/or responding to CLEC transactions or data files. An "OSS Defect" for pre-order includes all minutes of unavailability by the pre-order disaggregations listed below. Under this measure there is no consideration of "partial availability" (i.e. degraded service conditions).</p> <p>SBC will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SBC Southwest will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. central time Monday through Friday).</p>	
Calculation:	Report Structure:
Minutes of outage / Minutes of scheduled availability * 1,000,000	CLECs in the aggregate (except for RAF which is reported by CLEC)
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Verigate (interface only) = 5000 DPMO EDI Pre-Order (interface only) = 3000 DPMO CORBA Pre-Order (interface only) = 3000 DPMO Total of all 5 Pre-Order function disaggregations = 5,000 DPMO LEX = 5000 DPMO EDI Ordering = 3000 DPMO EBTA GUI = 5000 DPMO EBTA App-to-App = 5000 DPMO SBC Southwest RAF (by CLEC) = 5000 DPMO SBC Toolbar = 5000 DPMO EASE reported for Consumer and Business = Diagnostic <p>(Critical Z does not apply)</p>	

5. Measurement: (PM 5 combined with PM 5.2)
Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests and returned within X days on ASR 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:

For LSRs

- Rejected (manual and electronic) LSRs.
- SBC only Disconnect orders.
- Services ordered out of the Access Tariff
- Interconnection Orders
- Unbundled Dedicated Transport Orders

For ASRs

- All LSRs
- Access Orders purchased from SBC tariffs
- Rejected (manual and electronic) ASRs
- SBC Only disconnect Orders

Business Rules:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m, excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.

All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is required for engineering of trunks that must take place prior to the request being worked.

The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.

ENHANCEDLEX/EDI

For ENHANCEDLEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or ENHANCEDLEX) with the system date and time. The end date and time is recorded by the interface (EDI or ENHANCEDLEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC by fax. The fax receipt date and time is recorded and input into WFM. The end time is the actual date and time that a successful attempt to send a paper fax is made back to the CLEC or in cases where fax receipt is prevented at CLEC's facility, the end date and time will be the 2nd attempt to send fax to the CLEC. If a CLEC does not require a paper fax, the FOC information is provided via the FOC/SOC Website, and the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

FOR ASRs:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

In the event that the Access Service Order Guidelines/Access Service Request (ASOG/ASR) Bi-Annual Release occurs during LSC hours of operation, that time will be excluded from the determination of timely FOCs.

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

1. Electronic/Electronic LSRs	1. Electronic – Electronic 95% within 45 minutes
2. Manual Intervention LSRs	2. 95% within
A. Mechanized Simple Res/Bus/UNE-P/Mechanized UNE Loop (1-49)/Mechanized Switch Ports/ Mechanized LNP with Loop (1-19)/ EELS	A. 5 Hours
B. Mechanized UNE xDSL Capable Loop (1-20)	B. 6 Hours
C. Mechanized UNE xDSL Capable Loop (>20)	C. 14 Hours
D. Manual and Mechanized Complex Bus (1-200)/ Manual and Mechanized LNP Complex Business (1-19)/Manual Simple Res./Bus/UNE-P/Manual UNE Loop(1-49)/ Manual LNP with Loop (1-19)/ Manual LNP Complex Business (1-19)/Manual UNE xDSL Capable Loop (1-49)	D. 24 Hours
E. Manual and Mechanized Complex Bus (>200)/Manual and Mechanized UNE Loop (>50)/ Manual and Mechanized LNP Complex Business (20-50 Lines)/ Complex UNE-P/ Manual and Mechanized LNP with Loop (>20)/Manual UNE xDSL Capable Loop (> 49)	E. 48 Hours
F. Manually and Mechanized LNP Complex Business (>50)/ MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic) < Negotiated with Notification of Timeframe within 24 Clock Hours/ Projects	F. Negotiated interval
3. ASRs	
A. Interconnection Facilities and Trunks	
B. Unbundled Dedicated Transport DS3s	
C. Unbundled Dedicated Transport DS1s	
D. Projects	
	3. 95% within
	A. 7 business days
	B. 5 business days
	C. 1 business days
	D. Negotiated Interval
	(Critical Z does not apply)

7.1 Measurement	
Percent Mechanized Completion Notifications Available Within one Business Day of Work Completion	
Definition:	
Percent Mechanized Completion Notifications Available Within one Business 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 SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.	
Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 business day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and SBC Affiliate, by state.
Disaggregations and Benchmark:	
None	97% (Critical Z does not apply)

10. Measurement (PM 10 combined with PM 10.1)	
Percent Mechanized/Manual Rejects Returned Within "X" hours of receipt of LSR	
Definition:	
Percent mechanized rejects returned within one hour of the receipt of the LSR	
Exclusions:	
For manual rejects received electronically only, rejects of LSRs received through manual process.	
Business Rules:	
<p><u>Mechanized Rejects</u> The start time used is the date and time the LSR is recorded by the interface (EDI/Enhanced LEX) if it falls during normal system processing hours of operation, as defined in the published hours of operation document on the CLEC online website. If the interface start time is outside of normal processing hours, then the start date/time is set to the next closest posted processing start time. The end time is the date and time the reject notice is available to the CLEC via EDI or Enhanced LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p> <p><u>Manual Rejects Received Electronically</u> The start time is the time the LSR is received electronically via EDI or Enhanced LEX if it falls during normal business hours of operation. Reject business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime), the valid start time will be the next business day at 8:00 a.m.</p> <p>The end time is the date and time the reject notice is available to the CLEC via EDI/ Enhanced LEX. A manual reject is a reject of an electronically received LSR that requires manual intervention. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time.</p>	
Calculation:	Report Structure:
$\frac{(\# \text{ mechanized rejects returned within 1 hour}}{\div \text{ total rejects}) * 100}$ $\frac{(\# \text{ electronic manual rejects returned within 6}}{\div \text{ hours of receipt of LSR} \div \text{ total electronic manual rejects}) * 100}$	Reported for CLEC and all CLECs and SBC affiliate, by state.
Disaggregations and Benchmark:	
1 Mechanized 2. Manual rejects received electronically	1. 97% within 1 hour 2. 97% within 6 hours (Critical Z does not apply)

10.2 Measurement:	
Percentage of Orders that receive SBC-caused Jeopardy Notifications	
Definition:	
Percentage of total orders received electronically via LEX/EDI and processed for which SBC notifies the CLEC that an order is in jeopardy of meeting the due date, due to SBC cause.	
Exclusions:	
N and D service orders	
Business Rules:	
<p>Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SBC identifies the potential for not meeting the scheduled due date (LOF or additional information).</p> <p>Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.</p>	
Calculation:	Report Structure:
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs, by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> • Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies • Other SBC caused Jeopardies • CLEC/EU caused Jeopardies A list of current Jeopardy codes may be found in CLEC Online in the CLEC Handbook User Guides/Tech Pubs section. Choose Ordering, LSOR 6+ (13 State) Local Service Ordering Requirements, LSOR 6+ (13 State Documentation, Volume II, SBC Local Responses, Local Response Jeopardy, RCODE – Reason Code.. 	Diagnostic

11.2 Measurement:
Average SBC-caused Jeopardy Notification Interval
Definition:
<p>Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SBC issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).</p> <p>Jeopardy Code changes, additions or deletions are part of the LSOR change management process. Updates will be provided to the CLECs in advance as outlined in the OSS release Accessible Letters. In the event a new code is established, changed or deleted between LSOR releases, SBC will notify the CLECs via an Accessible Letter. These Accessible Letters will be listed/posted on SBC's CLEC website with the applicable LSOR, until the LSOR online documentation has been updated with the modification.</p>
Exclusions:
<ul style="list-style-type: none"> • N and D Service orders
Business Rules:
<p>With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that SBC issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses SBC systems using a Service Bureau Provider, the measurement of SBC's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.</p>
Levels of Disaggregation:

<ul style="list-style-type: none"> • Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies <ul style="list-style-type: none"> POTS (includes the following): <ul style="list-style-type: none"> • 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW) • 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW) • 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access • UNE Platform – POTS UNE SPECIALS or Designed Services (includes the following): <ul style="list-style-type: none"> • BRI Loop with Test Access • ISDN BRI Port • DS1 Loop with Test Access • DS1 Dedicated Transport • Subtending Channel (23B) • Subtending Channel (1D) • Analog Trunk Port • Subtending Digital Direct Combination Trunks • DS3 Dedicated Transport • Dark Fiber • DSL Loops – Line Sharing • DSL Loops – Non-Line Sharing • DSL Loops - Line Splitting • UNE-Platform-Specials 	
Other SBC Caused	
<ul style="list-style-type: none"> • Other SBC caused Jeopardies • CLEC/EU caused Jeopardies 	
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 SBC affiliate by state.
Benchmark:	
Facilities Jeopardies: POTS – 1 hour UNE Specials – 4 hours Other SBC caused – 1 day Diagnostic only	

12.1 Measurement	
Percent Provisioning Accuracy	
Definition:	
Percent of completed service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
<ul style="list-style-type: none"> Cancelled Orders Rejected orders due to CLEC caused errors 	
Business Rules:	
<p>This measurement compares all fields listed in Attachment 5 as submitted on the LSR to the associated service order that provisioned the requested services. SBC commits to make a good faith effort to maintain the list in Attachment 5 with any new fields that can be compared mechanically (e.g. features, PIC, etc.) when those fields have a legitimate impact on the customer.</p> <p>SBC Billing will inform the LSC and ASC through Bill Alerts, regarding situations that impact or potentially impact customer billing. The LSC and ASC will notify the affected CLECs upon receipt of the Bill Alerts.</p>	
Calculation:	Report Structure:
(# of completed service orders with fields provisioned as ordered on the LSR's ÷ total service orders completed * 100	Reported by individual CLEC, CLECs and SBC, by state.
Disaggregations and Benchmarks:	
<ul style="list-style-type: none"> Flow Through Non-Flow Through <p>Note: SBC will provide disaggregations by UNE-P, UNE Loop, LNP and others on a CLEC requested basis.</p>	95%

12.2 Measurement	
Percent Mechanized Line Loss Notifications Returned Within One Day Of Work Completion	
Definition:	
Percent mechanized line loss notifications returned within one business day of the completion of work.	
Exclusions:	
<ul style="list-style-type: none"> Where CLEC accesses SBC's systems using a Service Bureau Provider, the measurement of SBC's performance shall not include Service Bureau Provider processing, availability or response time. CLEC-caused misses and delays 	
Business Rules:	
Days are calculated by subtracting the date the line loss notification was made available to the CLEC from the work completion date. The date that the last service order associated with the LSR is provisioned is the work completion date. The calculation is based on business days, using a full 24 hour day.	
This includes all products for which loss notifications are sent.	
Calculation:	Report Structure:
(# of mechanized line loss notifications returned to the CLEC within 1 day of work completion ÷ total line loss notifications) * 100	Reported for CLEC all CLECs, and SBC Affiliates, by state.
Disaggregations and Benchmarks:	
None	95% within one business day

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through SBC ordering systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> Excludes rejected orders Manually received orders 	
Business Rules:	
The number of eligible orders that flow through SBC's ordering systems and are distributed in SORD without manual intervention, divided by the total number of Eligible electronically generated orders within the reporting period. Orders that fall out for manual handling, that are worked by SBC and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences. This measure is based on orders designed to flow through.	
Calculation:	Report Structure:
(# of orders that flow through ÷ total eligible electronic orders) * 100	Reported by CLEC, all CLECs and SBC and SBC affiliate, by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	95%

13. 1 Measurement	
Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through SBC's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error 	
Business Rules:	
<p>The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which SBC returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:</p> <ul style="list-style-type: none"> LSRs for which SBC returns a manually generated reject, order confirmation, or jeopardy notification, LSRs for which SBC internal service orders are not electronically generated or as to which any manual entry is made on associated SBC internal service orders, LSRs with any associated service orders that do not distribute out of SBC'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 SBC back end billing systems without fall out or manual processing including error resolution. 	
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, SBC and SBC Affiliates by state.
Disaggregations and Benchmarks:	
SBC will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).	Diagnostic

B. Billing

17.2New Measurement	
Billing Completion Notices	
Definition:	
Percentage of Billing Completion Notices sent within five business days after service order posting in SORD. For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion.	
Exclusions:	
<ul style="list-style-type: none"> • Access Service Orders billed through CABS • Interconnection Trunk Orders • T-Orders when dual service is involved • Weekends and Holidays 	
Business Rules:	
This measurement will determine percentage of Billing Completion notices sent to CLEC within 5 business days after service order posting in SORD. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). For purposes of this measurement, service order posting in SORD occurs before service orders are sent to the respective billing system for billing completion. If multiple orders exist on a single LSR, the last order must post in SORD prior to triggering the five business day window. Billing Completion notices are not sent to CLEC until all related SORD orders have posted in the billing systems.	
Calculation:	Report Structure:
Sum (Number of Billing Completion Notices sent within 5 Business Days) / (Number of Billing Completion Notices sent) x 100	Reported by State
Disaggregations and Benchmarks:	
None	95% Billing Completion Notices within 5 business days of service order posting in SORD.

C. Miscellaneous Administrative

22. Measurement	
Local Service Center (LSC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SBC representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SBC call management system queue until the CLEC customer call is transferred to SBC personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.	
Calculation:	Report Structure:
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation
Disaggregations and Benchmarks:	
By SBC LSC	Parity with SBC RSC / BSC