

# LARGE FILING SEPERATOR SHEET

CASE NUMBER: 00-942-TP-COI

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BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Further Investigation )  
Into SBC Ameritech Ohio's Entry Into )  
In-Region InterLATA Service Under ) Case No. 00-942-TP-COI  
Section 271 of the Telecommunications )  
Act of 1996. )

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JOINT MOTION FOR  
EXPEDITED AMENDMENT OF PRIOR ORDERS

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Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio") and the CLEC participants,<sup>1</sup> (collectively, the "Parties" and individually a "Party"), jointly move the Public Utilities Commission of Ohio ("PUCO" or "Commission") to amend its Prior Orders to reflect and implement the modifications, additions, and deletions regarding performance measurements and benchmarks agreed to by the Parties to this Joint Motion during the 2006-2007 six-month performance measurements review collaborative, and captured in the Performance Measurement ("PM") User Guide Version 3.0. This document, referred to as the "PM User Guide", along with any specified attachments, reflects an "Agreement" of the Parties.

In addition, the Parties jointly move the PUCO to approve the terms and conditions agreed during the 2006-2007 six-month performance measurements review collaborative encapsulated in the attached AT&T Midwest Performance Remedy Plan. The Parties submit that the Commission should approve the attached AT&T Midwest Performance Remedy Plan as a replacement to the remedy plan previously approved by the Commission in this Case, referred to

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as the "State Remedy Plan." The AT&T Midwest Performance Remedy Plan, if approved in this Case, is to be made available to CLECs who are parties to an interconnection agreement with AT&T Ohio.

In support of this Joint Motion, the Parties state as follows:

#### **I. Preliminaries**

The attached PM User Guide Version 3.0 (Schedule 1) and AT&T Midwest Performance Remedy Plan including Attachment A (Schedule 2) comprise, together and inseparably an Agreement among the Parties that is an integrated proposal of the Parties in which each provision is interdependent. These documents represent a comprehensive plan comprised of individual pieces designed to work together to help ensure open competition for local exchange services in Ohio. They further reflect a give and take negotiation process that takes place in the industry collaborative in which parties conceded on some issues in order to gain on others. The commitments made herein are conditioned upon overall approval of the PM User Guide and the AT&T Midwest Performance Remedy Plan. All of the Parties support the PM User Guide and AT&T Midwest Performance Remedy Plan before the Commission and request that the Commission accept and approve the PM User Guide and AT&T Midwest Performance Remedy Plan without any change or conditions. In the unlikely event the Commission feels it cannot approve these documents without any changes or condition(s), the Parties request the Commission reject this filing, stating their reasons for such rejection, and allow the Parties to resubmit a revised joint motion and comprehensive filing. In such event AT&T Ohio shall have no obligations under the PM User Guide and the AT&T Midwest Performance Remedy Plan contained herein. In such case, AT&T Ohio and any CLEC, whether participating in this Joint

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<sup>1</sup> The "CLEC participants" in this filing are as follows: LDMI Telecommunications, Inc. (d/b/a Cavalier Telephone); Talk America Inc. (d/b/a Cavalier Telephone); Covad Communications Group; McLeodUSA

Filing or not, will continue to be bound by the terms of any current ICA between the parties, including any effective remedy plan contained in that ICA.

The Parties seek expedited consideration of the agreed-to changes to the performance measurements provided in the PM User Guide, and replacement of the current State Remedy Plan as previously approved in this Case with the AT&T Midwest Performance Remedy Plan, so that implementation can commence as soon as possible with a targeted implementation date of December 1, 2007.

## **II. Collaborative Discussions**

As part of the Parties' ongoing commitment to review and propose modifications to the performance measures based upon actual experience, and as set forth in Section 6.4 of the Remedy Plan approved by the PUCO in Case No. 00-942-TP-COI, collaborative meetings were held to discuss changes to the performance measurements and the remedy plan. The fifth six-month collaborative review of performance measurements began on July 18, 2006. Conference calls were held: August 8, November 2, and November 16, 2006; January 16, February 1, February 20, March 1, March 6, March 20, April 5, April 19, April 27, May 10, May 24, June 21, July 12, July 31, August 16, August 30, and September 18, 2007. During these conference calls, the Parties reached consensus that certain performance measurements approved in the Commission's prior orders should be modified, and further agree that the new Remedy Plan should replace the previous remedy plan approved in this Case. Commission Staff participated on many, if not all, of these calls.

The Parties expressly reserve their rights to pursue their individual positions, and no Party waives any position, regarding the development of additional performance measures

beyond those approved or adopted in the Commission's prior orders or described in this Joint Motion. The Parties also expressly reserve their rights to advocate, and no Party waives any position, regarding the substance or appropriateness of any product, service or process, notwithstanding that such product, service or process is the subject of performance measures agreed to in this Joint Motion.

### **III. Agreed Upon Proposed Modifications, Additions and Deletions to the Performance Measurement User Guide**

During the collaborative discussions, the Parties agreed to a number of changes to the performance measurements previously approved by the Commission. Table 1 briefly explains the type of agreed-to changes, describes the reasons for the changes, and lists the performance measurements affected by the changes:

<b>TABLE 1</b> <b>Summary Of Agreed Upon Performance Measurement Changes</b>		
<b>Change Type</b>	<b>Description</b>	<b>Measures Affected</b>
Documentation Only	<p>Measurement has no material changes from previous version. Changes to the Rule may include:</p> <ul style="list-style-type: none"> <li>• Corrections to typographical errors,</li> <li>• Revisions for measure terminology consistency; elimination of disaggregations for products not sold by SBC/Ameritech,</li> <li>• Revision in content to reflect the current business process and data collection, etc.</li> </ul> <p>Rule changes will not affect current implementation or data collection.</p>	1.1, 1.3, 2, 4, 5, 13.1, MI-2, CW-1, CW-9, 126, CB-3, WI-1, WI-9, 62, IN-1, 69.1, WI-2, 70, 97, 101, 104, 107, 110, 114, 114.1, 115, 120, 124, 124.1, and MI-15.

**TABLE 1**  
**Summary Of Agreed Upon Performance Measurement Changes**

<b>Change Type</b>	<b>Description</b>	<b>Measures Affected</b>
Deletion	Measurement is deleted in the proposed set of measures. Deletion of measures resulted in concurrence of parties that the measure was one or more of the following: <ul style="list-style-type: none"> <li>• Duplicative of another current measure,</li> <li>• Made duplicative as result of a change to another measure in this Joint Motion (consolidation of disaggregations, for example),</li> <li>• No longer was applicable based on changes in the business,</li> <li>• <i>Intent of the measure was replaced by an alternate reporting mechanism</i></li> </ul>	9, MI 11, 15, 16, 17, 18, 19, 21.1, 24.1, CLEC WI-5, 43, 44, 49, 50, 55, 55.2, 56, 70.1, 71, 78, 99, 105, 109, 112, 113, 115.1, 115.2, and 117.
Combination	Measurement has been combined with other 'like' measures into one measurement and disaggregations have been added or deleted.	7.1, 10, MI 13, 17.1, 22, 22.1, 25, 29, 45, 56.1, 58, 73, 91, 96, 30, 47, 60, 35, 46, 59, 98, 37.1, 54.1, 65.1, 38, 66, 39, 52, 67, 76, 119, 40, 68, 41, 53, 69, 63, 75
Substantive	Measurement change will affect current implementation/data collection.	38, 102
Measurement Type (Damages or Assessments)	Measurement has had a remedy measurement added or changed or deleted.	All PMs subject to Tier 2 assessments, and PMs 12 and 13 (Tier 1)
Benchmark/ Comparison Standard	Measurement has had the benchmark percentage changed, the Comparison Standard was changed from Parity to a Benchmark or the standard was clarified.	91

Included as Schedule 3 to this Joint Motion is a "red-lined" version of the Performance Measurements User Guide Version 3.0. This is a complete listing of the agreed-to performance measurement business rules, beginning with the current version 2.5, with the agreed-to changes reflected in a redlined format, for which approval is sought herein. Schedule 1 attached is a "clean" version of the same document Version 3.0 of the Performance Measurements User Guide, which reflects the document as it will exist after Commission approval.

#### **IV. Agreed-Upon AT&T Midwest Performance Remedy Plan**

Through the collaborative discussions, in conjunction with the changes to the performance measurements themselves, the Parties agreed on a new remedy plan (Schedule 2) to

replace the plan previously approved by the PUCO in this case. The plan used as the basis for the negotiations is known as the Compromise Plan, approved by the PUCO in several CLEC-specific interconnection agreements. The Compromise Plan (with slight modification) was also approved by other Midwest states as the “state” plan in the Section 271 proceedings in 2003.

Substantive changes made by the collaborative to the Compromise Plan and/or to the existing “state” plan in Ohio include the following:

- Elimination of assessments payable to the State (commonly referred to as “Tier 2” payments) for reported performance to all CLECs in the aggregate that does not meet or exceed the specified standards for three consecutive months (both Plans);
- Increase liquidated damages payment amounts per occurrence (minimum 28%/average 30% increase), and per measure/per occurrence with a cap (minimum 28%/average 30% increase), to provide additional liquidated damages payments to CLECs for reported performance that does not meet or exceed the specified standard (Compromise Plan – See Table 1 and Table 2 of the AT&T Midwest Performance Remedy Plan);
- Increase first month missed payments amounts (increased by 420% for first month miss, and similar amounts for additional consecutive months missed) for high-capacity UNE Loops (DS1 and above) to the third-month consecutive miss level (both Plans – see Section 8.6 of the AT&T Midwest Performance Remedy Plan);
- Adjustment to the Index Value threshold levels to reflect the agreed upon elimination of measures (Compromise Plan – see Table 1 and Table 2 of the AT&T Midwest Performance Remedy Plan);
- Elimination of the k-table function to exclude certain missed tests from payment obligations under certain conditions (Plan most recently approved in this Case); and
- Termination of AT&T Midwest Performance Remedy Plan provisions as of December 31, 2010, regardless of the term of the individual CLEC’s interconnection agreement (both Plans – See Section 6.5 of the AT&T Midwest Performance Remedy Plan).

Changes have also been made to clarify the terms regarding AT&T Ohio’s right to request waiver of the obligation to pay liquidated damages in certain situations. Beyond those changes listed above, no changes have been made that would affect the calculation of liquidated damages payable to CLECs (Sections 8, 9 and 10 of the AT&T Midwest Performance Remedy

Plan). The statistical procedures (Sections 2, 3 and 4 of the AT&T Midwest Performance Remedy Plan) remain substantively unchanged from both the Compromise Plan and the State Remedy Plan previously approved by the Commission in this Case.

For avoidance of doubt, McLeodUSA and One Communications' support of the new 2007 Remedy Plan may not be deemed acceptance of a State Remedy Plan in lieu of an ICA-based Remedy Plan. Rather, McLeodUSA and One Communications will shortly be filing separate amendments for the adoption of a Performance Measurement Appendix that shall become part of those Parties' respective ICAs. Thus, while the AT&T Midwest Performance Remedy Plan will not require amendments for most CLECs to participate in this plan (as explained below), the AT&T Midwest Performance Remedy Plan as agreed to between AT&T Ohio and these CLECs, as will be submitted for approval of the Commission via ICA amendments, can only be amended in accordance with terms and conditions governing amendments to each respective ICA.

## **V. Implementation**

The Parties propose that the implementation of these agreed-upon changes should be made effective with December 2007 performance results, or with activity beginning December 1, 2007, absent any objection from the Commission. If the Commission rejects this Joint Motion subsequent to reporting of December 2007 performance results, AT&T Ohio agrees to restate the affected performance results to comply with the Commission's decision. The Parties request that the Commission approve the proposed Remedy Plan effective with results reported for performance provided in December 2007. In this fashion, while AT&T Ohio works with the CLECs participating in the State Remedy Plan most recently approved by the Commission and any other remedy plans, to update and amend their ICA where needed, certainty of the effective



date of the new plan will be established. This will assist the Parties in timely and straightforward amendment of ICAs, where needed for CLECs to participate in the AT&T Midwest Performance Remedy Plan.

Certain ICAs will require amendment in order for the CLEC to participate in the AT&T Midwest Performance Remedy Plan. For CLECs who will not automatically become participants in AT&T Midwest Remedy Plan, the timing of their participation in the new plan will be determined in connection with the amendment to their ICA, if any.

The process that AT&T Ohio will undertake to work with CLECs on implementing the changes is as follows:

1. On October 15, 2007, AT&T Ohio distributed via email an Accessible Letter ("AL") to all CLECs, including those participating in a remedy plan other than the State Remedy plan, and those CLECs who do not currently participate in a remedy plan. This AL advised CLECs that this joint filing was to be made. Due to an omission in the initial AL, a second AL was emailed October 17, 2007 directing CLECs to AT&T's CLEC On-Line website to review the AT&T Midwest Performance Remedy Plan and the Performance Measurement User Guide Version 3.0.
2. The AL explained that for CLECs whose current ICAs express an intent to automatically evolve ("auto-evolve") to the most current effective performance measures and remedy plan (including those who have incorporated by reference the remedy plan approved by the Commission in Case No. 00-942-TP-COI) will automatically be considered participating in the AT&T Midwest Performance Remedy Plan by the terms of their ICA. No action need be taken by the CLEC to continue participation.
3. The AL further explained that CLECs who are participating in any other remedy plan which does contain an auto evolve approach, must amend their ICA to participate in the

AT&T Midwest Performance Remedy Plan. AT&T Ohio committed to provide those CLECs with a proposed amendment during November 2007.

4. Additionally, the AL explained that any CLEC not currently participating in a remedy plan could request the amendment allowing them to participate in the AT&T Midwest Performance Remedy Plan by contacting their Negotiator.

## **VI. Conclusion**

WHEREFORE, the Parties respectfully request that the Commission act on this Joint Motion, on an expedited basis, to approve (a) the modifications, additions, and deletions regarding performance measurements and benchmarks, (b) the AT&T Midwest Performance Remedy Plan as a replacement of the current State Remedy Plan effective with December 2007 performance results, and (c) the implementation schedule agreed-to (i.e., not disputed) by the Parties to this Joint Motion including but not limited to, making the changes effective with the December 2007 performance results, during the 2006-2007 six-month collaborative performance measurements review.

Respectfully submitted,

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**Schedule 1 – AT&T Midwest Performance  
Measurement User Guide Version 3.0**

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

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### **Pre-Ordering/Ordering**

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

**Definition:**

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

**Exclusions:**

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

**Business Rules:**

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

**Levels of Disaggregation:**

- None

**Calculation:**

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

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

Remedied

**Benchmark:**

- 2 Business Days



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

#### **Definition:**

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

#### **Exclusions:**

- None

#### **Business Rules:**

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

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

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

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

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

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

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

Three activities will identify when an incorrect Loop Makeup was provided to the CLEC that inhibited provisioning of a DSL order:

- 1) A specific jeopardy will be sent (identifying the need for the CLEC to adjust the SPEC

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code to reflect the LMU of the loop actually available for provisioning),

- 2) An Installation trouble report will be opened (to remedy one of the four categories of loop qualification described above), or
- 3) A subsequent conditioning-only order was required for bridge, load or repeaters.

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

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

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

DSL actual Loop Makeup Information provided:

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

#### **Calculation:**

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

#### **Report Structure:**

Reported for –

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

#### **Measurement Type:**

Remedied

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### **Benchmark:**

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

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### **2. Percent Pre-Ordering Responses Received within "X" seconds**

#### **Definition:**

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

#### **Exclusions:**

- None

#### **Business Rules:**

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

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

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

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

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

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

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

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

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

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

### Calculation:

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

### Report Structure:

Reported for -

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

### Measurement Type:

Remedied

Subject to a Remedy Cap

### Benchmark:

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

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

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

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### **4. OSS Interface Availability**

#### **Definition:**

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

#### **Exclusions:**

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

#### **Business Rules:**

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

When interfaces experience partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC.

Determination of the availability factor is governed by AT&T Midwest's Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever an interface experiences complete unavailability, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied.

AT&T Midwest shall calculate the availability time rounded to the nearest minute.

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

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

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#### **Calculation:**

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

#### **Report Structure:**

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

#### **Measurement Type:**

None

#### **Benchmark:**

- 99.5%



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

#### **Definition:**

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

#### **Exclusions:**

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

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

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

#### **Business Rules:**

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

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

#### **Electronically Submitted Requests:**

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

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

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

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

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

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

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

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

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

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

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

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

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### **Levels of Disaggregation:**

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

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

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

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

### **Calculation:**

(# of FOCs returned within "X" hours/days ÷ total FOCs sent) \* 100

### **Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

### **Measurement Type:**

Remedied

Subject to a Remedy Cap

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

### **Benchmark:**

**Electronic -**

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

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

- **Within 5 Hours for the following service types:**
  - UNE Loop (1-49 Loops)
  - Simple Res. and Bus.
  - Switch Ports
  - LNP Only Simple Residence and Business (1-19 Lines)
  - LNP with Loop (1-19 Loops)

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

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### 6. Notification Timeliness

#### Definition:

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

#### Exclusions:

##### For All Notices

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

##### Completions/LLNs

- CLEC caused misses or delays

##### LLNs

- Orders for which Line Loss Notifications are not provided

##### PTBs

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

##### Rejects

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

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

#### Business Rules:

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

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

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

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

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

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

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

Line Loss Notification
Within 1 business day

#### Post To Bill Notification (PTB):

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

Post To Bill Notification
Within 8 business day

#### Rejects:

Calculation starts at the date/time of receipt of the LSR, and ends at the date/time the reject notice is sent/made available to the CLEC. This measure includes all rejects regardless of method of submission/processing (i.e., electronically or manually). The calculation is based on system processing hours for auto/auto and LSC processing hours for auto/manual and manual/manual. When a Related LSR is rejected, and a subsequent SUP is not received in four (4) business hours, all related LSRs will be rejected. The Reject start date/time for the Related LSRs is the Reject date/time of the initial LSR Reject plus four (4) business hours.

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

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

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

##### SOC

- All Mechanized Completions (Total of disaggregations below)
  - Resale

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- UNE
- LNP Only
- Other

#### **LLN**

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

#### **PTB**

- None

#### **Rejects**

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

#### **Calculation:**

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

#### **Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

#### **Measurement Type:**

Remedied

Subject to a Remedy Cap for Completions and Rejects

#### **Benchmark:**

##### **Mechanized Completions:**

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

##### **Rejects:**

- 95% within the specified standard

##### **LLN:**

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

##### **PTB:**

- 95% within specified standard.

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## **Version 3.0**

### **12. Mechanized Provisioning Accuracy**

#### **Definition:**

Percent of mechanized orders completed as ordered.

#### **Exclusions:**

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

#### **Business Rules:**

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

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

- None

#### **Calculation:**

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

#### **Report Structure:**

Reported for -

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

#### **Measurement Type:**

None

#### **Benchmark:**

- Parity



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### **13. Order Process Percent Flow Through**

#### **Definition:**

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

#### **Exclusions:**

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

#### **Business Rules:**

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

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

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

#### **Calculation:**

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

#### **Report Structure:**

Reported for -

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

#### **Measurement Type:**

None

#### **Benchmark:**

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

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## **Version 3.0**

### **13.1 Total Order Process Percent Flow Through**

#### **Definition:**

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

#### **Exclusions:**

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

#### **Business Rules:**

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

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

- Resale
- UNE Loops
- LNP
- LSNP

#### **Calculation:**

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

#### **Report Structure:**

Reported by -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

#### **Measurement Type:**

None

#### **Benchmark:**

- Diagnostic

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

#### Definition:

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

#### Exclusions:

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

#### Business Rules:

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

[This information can be accessed in the following manner:

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

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

#### Levels of Disaggregation:

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

#### Calculation:

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

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### **Report Structure:**

Reported for -

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

### **Measurement Type:**

Remedied

### **Benchmark:**

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

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

**Definition:**

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

**Exclusions:**

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

**Business Rules:**

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

**Levels of Disaggregation:**

- None

**Calculation:**

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

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

None

**Benchmark:**

- Diagnostic

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

#### **Definition:**

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

#### **Exclusions:**

- Weekends and Holidays

#### **Business Rules:**

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

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

- None

#### **Calculation:**

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

#### **Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

#### **Measurement Type:**

Remedied

#### **Benchmark:**

- 95% within 5 business days

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### **Billing**

#### **126. Bill Accuracy**

##### **Definition:**

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

##### **Exclusions:**

- None

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

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

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

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

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

- None

##### **Calculation:**

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

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

Reported for -

- CLEC
- All CLECs

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

None

##### **Benchmark:**

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

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## **Version 3.0**

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

#### **Definition:**

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

#### **Exclusions:**

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

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

#### **Business Rules:**

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

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

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

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

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



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### **Calculation:**

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

### **Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

### **Measurement Type:**

Remedied

### **Benchmark:**

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

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

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### Miscellaneous Administrative

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

### Definition:

Percent of calls answered within 'X' seconds.

### Exclusions:

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

- Weekends and Holidays

### MCPSC

- Outside normal business hours as defined on CLEC OnLine

### Local Operations Center (LOC)

- None

### Business Rules:

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

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

### Levels of Disaggregation:

#### LSC:

- Resale
- UNE
- DSL

#### LOC:

- Maintenance
- Provisioning

#### MCPSC:

- None

### Calculation:

$$\frac{(\# \text{ of calls answered by the call center within a specified period of time}}{\text{Total calls answered}} \times 100$$

# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

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### **Report Structure:**

#### LSC:

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

#### LOC:

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

#### MCPSC:

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

### **Measurement Type:**

None

### **Benchmark:**

#### LSC:

- Parity with AT&T Midwest Retail

#### LOC:

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

#### MCPSC:

- 95%

# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

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### **Provisioning**

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

##### **Definition:**

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

##### **Exclusions:**

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

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

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

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

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

##### **Resale POTS**

This measurement is reported at the order level.

##### **Resold Specials**

This measurement is reported at a circuit level for Specials.

##### **UNEs/EELS**

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

##### **LNP**

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

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

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

#### Interconnection Trunks

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

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

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

#### UNEs:

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

#### **Calculation:**

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

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

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### Report Structure:

Reported for -

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

### Measurement Type:

Remedied

### Benchmark:

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

UNEs:

#### Parity:

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

#### Retail Comparison:

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

# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

## **Version 3.0**

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

#### **Definition:**

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

#### **Exclusions:**

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

#### **Business Rules:**

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

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

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

#### UNEs:

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

#### **Calculation:**

(# of orders/circuits with missed due dates due to lack of facilities ÷ total orders/circuits installed)  
\* 100

#### **Report Structure:**

Reported for -

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

#### **Measurement Type:**

Remedied

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### Benchmark:

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

UNEs:

#### Parity:

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

#### Retail Comparison:

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



## **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

### **Version 3.0**

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

##### **Definition:**

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

##### **Exclusions:**

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

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

###### **Resale POTS**

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

###### **Resold Specials**

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

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### UNES/EELS

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

### LNP

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

### **Levels of Disaggregation:**

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

### UNEs:

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

### **Calculation:**

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

### **Report Structure:**

Reported for -

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

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### Measurement Type:

Remedied

### Benchmark:

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

UNEs:

#### Parity:

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

#### Retail Comparison:

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

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### Maintenance

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

##### **Definition:**

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

##### **Exclusions:**

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

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

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

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

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

UNEs:

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

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### Calculation:

$((\text{Total number of customer trouble reports} - (\text{installation} + \text{repeat reports})) \div (\text{Total lines or circuits in service} \div 100))$

### Report Structure:

Reported for -

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

### Measurement Type:

Remedied

### Benchmark:

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

UNEs:

<u>Parity:</u>	<u>Retail Comparison:</u>
• 8.0 dB Loops (stand alone)	POTS (Res and Bus combined)
• BRI Loops	ISDN BRI
• ISDN BRI Ports	ISDN BRI
• Analog Switch Ports	VGPL
• DSL Loops	
○ With Line Sharing	AT&T Midwest Affiliate
○ Without Line Sharing	Not to exceed 3.0
• DS1 Loops	Retail DS1
• DS3 Loops	Retail DS3
• EELs	
○ Analog	Retail VGPL
○ Digital	Retail DS1
• Interconnection Trunks	Inter-office Trunks

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

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### 38. Percent Missed Repair Commitments

#### Definition:

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

#### Exclusions:

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

#### Business Rules:

##### Resale POTS

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

##### UNE Loops

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

#### Levels of Disaggregation:

##### Geographic

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

#### Calculation:

$(\# \text{ of trouble reports not cleared by the commitment time} \div \text{total trouble reports}) * 100$

# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

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### **Report Structure:**

Reported for -

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

### **Measurement Type:**

Remedied

### **Benchmark:**

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

# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

## **Version 3.0**

### **39. Mean Time to Restore Interval**

#### **Definition:**

##### Resale POTS/Resold Specials:

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

##### UNEs/EELs:

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

##### Interconnection Trunks:

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

##### NXX:

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

#### **Exclusions:**

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

#### **Business Rules:**

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



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### **Levels of Disaggregation:**

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

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

### **UNEs:**

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

### **Calculation:**

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

### **Report Structure:**

Reported for -

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

### **Measurement Type:**

Remedied

### **Benchmark:**

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

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UNEs:

### **Parity:**

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

### **Retail Comparison:**

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

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

#### **Definition:**

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

#### **Exclusions:**

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

#### **Business Rules:**

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

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

Geographic

Resale POTS

- Business class of service
- Residence class of service

UNE 8.0dB Loop

#### **Calculation:**

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

#### **Report Structure:**

Reported for -

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

#### **Measurement Type:**

Remedied

#### **Benchmark:**

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

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### 41. Percent Repeat Reports

#### Definition:

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

#### Exclusions:

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

#### Business Rules:

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

#### Levels of Disaggregation:

##### Geographic

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

##### UNE:

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

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

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### Calculation:

$$(\# \text{ of customer trouble reports received within 30 calendar days of a previous customer trouble report} \div \text{total customer trouble reports}) * 100$$

### Report Structure:

Reported for -

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

### Measurement Type:

Remedied

### Benchmark:

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

UNEs:

#### Parity:

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

#### Retail Comparison:

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

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

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### Unbundled Network Elements (UNEs) - Provisioning

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

**Definition:**

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

**Exclusions:**

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

**Business Rules:**

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

**Levels of Disaggregation:**

Geographic

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

**Calculation:**

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

**Report Structure:**

Reported for -

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

**Measurement Type:**

None

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

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### Benchmark:

#### Parity:

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

#### Retail Comparison:

POTS FW(Res and Bus combined)  
ISDN BRI  
ISDN BRI  
VGPL  
Not to exceed 6.5 days  
Retail DS1  
Retail DS3  
  
Retail VGPL  
Retail DS1

## **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

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

##### **Definition:**

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

##### **Exclusions:**

- Resold Specials
- CLEC caused misses

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

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

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

Geographic

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

##### **Calculation:**

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

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

Reported for -

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

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

Remedied



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### Benchmark:

#### Parity:

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

#### Retail Comparison:

POTS FW(Res and Bus combined)  
ISDN BRI  
ISDN BRI  
VGPL  
Not to exceed 6%  
Retail DS1  
Retail DS3  
  
Retail VGPL  
Retail DS1  
2%

# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

## **Version 3.0**

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

#### **Definition:**

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

#### **Exclusions:**

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

#### **Business Rules:**

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

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

- Geographic

#### **Calculation:**

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

#### **Report Structure:**

Reported for -

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

#### **Measurement Type:**

None

#### **Benchmark:**

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

# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

## **Version 3.0**

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

**Definition:**

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

**Exclusions:**

- None

**Business Rules:**

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

**Levels of Disaggregation:**

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

**Calculation:**

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

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

None

**Benchmark:**

- Diagnostic

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## Version 3.0

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

#### Definition:

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

#### Exclusions:

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

#### Business Rules:

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

This measure will include canceled orders where

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

#### Levels of Disaggregation:

- DSL Loops without Line Sharing

#### Calculation:

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

#### Report Structure:

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

#### Measurement Type:

Remedied

#### Benchmark:

- 90% LAT on or before the Completion Date

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

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

**Definition:**

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

**Exclusions:**

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

**Business Rules:**

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

**Levels of Disaggregation:**

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

**Calculation:**

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

**Report Structure:**

Reported for -

- CLEC

**Measurement Type:**

None

**Benchmark:**

- Diagnostic

# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

## **Version 3.0**

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

#### **Definition:**

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

#### **Exclusions:**

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

#### **Business Rules:**

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

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

- Geographic

#### **Calculation:**

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

#### **Report Structure:**

Reported for -

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

#### **Measurement Type:**

None

#### **Benchmark:**

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

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### Interconnection Trunks

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

##### **Definition:**

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

##### **Exclusions:**

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

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

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

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

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

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

##### **Calculation:**

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

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

Reported for -

- CLEC
- All CLECs

## **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

### **Version 3.0**

#### **Measurement Type:**

Remedied  
Subject to a Remedy Cap

#### **Benchmark:**

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



# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### Local Number Portability (LNP)

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

##### **Definition:**

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

##### **Exclusions:**

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

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

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

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

- LNP only
- LNP with Loop

##### **Calculation:**

$$\left( \frac{\text{\# of LNP TNs for which 10-digit trigger was applied 24 hours prior to due date}}{\text{total LNP TNs for which 10-digit triggers were applied}} \right) * 100$$

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

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

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

Remedied

##### **Benchmark:**

- 96.5%

## **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

### **Version 3.0**

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

##### **Definition:**

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

##### **Exclusions:**

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

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

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

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

- None

##### **Calculation:**

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

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

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

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

Remedied

##### **Benchmark:**

- 96.5%

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### 911

#### 102. Average Time To Clear Errors

##### **Definition:**

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

##### **Exclusions:**

- None

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

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

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

- None

##### **Calculation:**

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

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

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

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

Remedied

##### **Benchmark:**

- Parity

## **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

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

**Definition:**

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

**Exclusions:**

- None

**Business Rules:**

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

**Levels of Disaggregation:**

- None

**Calculation:**

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

**Report Structure:**

Reported for -

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

**Measurement Type:**

Remedied

**Benchmark:**

- 95% within 24 hours.

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### Collocation

#### 107. Percentage Missed Collocation Due Dates

##### **Definition:**

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

##### **Exclusions:**

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

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

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

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

- New
- Augments

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

##### **Calculation:**

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

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

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

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

Remedied

##### **Benchmark:**

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

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### Directory Assistance Database

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

##### **Definition:**

The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory changes.

##### **Exclusions:**

- Weekends and Holidays, except for Martin Luther King Day and Good Friday.
- CLEC caused errors.
- Updates rejected due to incorrect/invalid data from the facility-based CLEC (e.g. missing a zip code, incomplete phone number, etc.)

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

For manual updates, the date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. On manual requests received after 4:00 p.m. the clock will start at 8:00 a.m. the following day at the time zone of the receiving center.

For electronic updates, the clock starts at 4:00 p.m. on the date of arrival and stops when the listing is updated. Electronic orders received after 4:00 p.m. will not be processed until the following workday starting at 8:00 am at the time zone of the receiving center.

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

- IN, MI, OH, WI = None
- IL = Manual and Electronic

##### **Calculation:**

$(\# \text{ of updates completed within 72 hours} \div \text{total updates completed}) * 100$

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

Reported for -

- CLEC
- All CLECs for facility-based providers
- AT&T Midwest Affiliate

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

Remedied

##### **Benchmark:**

- IN, MI, OH, WI = 95% updated within 72 hours
- IL = Manual orders are 95% updated within 72 hours and Electronic orders are parity with AT&T Midwest Retail

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### Coordinated Conversions

#### **114. Percentage of Premature Disconnects (Coordinated Cutovers)**

##### **Definition:**

Percentage of coordinated cutovers where AT&T Midwest prematurely disconnects the customer 10 minutes or more prior to the CLEC call to start the CHC or scheduled time for an FDT conversion.

##### **Exclusions:**

- None

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

A CHC premature disconnect occurs any time AT&T Midwest disconnects the CLEC customer 10 or more minutes prior to the CLEC calling to initiate the CHC for CHC orders, or 10 minutes or more prior to the scheduled time for FDT orders. CHC and FDT orders, by definition, must consist of 1-24 lines, therefore this measure only includes orders with 1-24 lines.

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

- Coordinated Hot Cuts – LNP with Loop
- Frame Due Time – LNP with Loop

##### **Calculation:**

$$(\# \text{ of prematurely disconnected CHC/FDT LNP with Loop orders} \div \text{total coordinated CHC/FDT LNP with Loop orders}) * 100$$

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

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

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

Remedied

##### **Benchmark:**

- 2% or less premature disconnects as defined in the Business Rule section above.

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### 114.1. CHC/FDT LNP with Loop Provisioning Interval

#### Definition:

The % of CHC/FDT LNP with Loop Lines completed by AT&T Midwest within the established provisioning intervals.

#### Exclusions:

- CHC/FDT LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date).
- CLEC caused delays (e.g., no dial tone from CLEC; CLEC translations) that do not allow AT&T Midwest the opportunity to complete CHC/FDT LNP with Loop within the designated interval.
- IDLC (pair gain systems) identified on or before the due date.
- Any order in the RNM process

#### Business Rules:

The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC). For CHC orders, the clock starts when the CLEC calls the AT&T Midwest LOC to initiate the conversion, and ends when AT&T Midwest called the CLEC to notify that the cutover has been completed. For FDT orders, the clock starts at the scheduled due time and ends when the AT&T Midwest technician completes the cross-connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts and FDT orders with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.

#### Levels of Disaggregation:

- CHC/LNP with loop
  - < 10 lines
  - 10-24 lines
- FDT/LNP with loop
  - < 10 lines
  - 10-24 lines

#### Calculation:

$(\text{Total CHC/FDT LNP with Loop Lines within the designated interval} \div \text{total CHC/FDT LNP with Loop lines}) * 100.$

#### Report Structure:

Reported by -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

#### Measurement Type:

Remedied

#### Benchmark:

- CHC/FDT LNP with Loop for < 10 Lines 90% within one hour.
- CHC/FDT LNP with Loop for 10-24 Lines 90% within two hours.



# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

## **Version 3.0**

### **115. Percentage of AT&T Midwest Caused Delayed Coordinated Cutovers**

#### **Definition:**

CHC Percentage of AT&T Midwest caused late coordinated cutovers in excess of "X" (30, 60 and 120) minutes from the time the CLEC calls to initiate a CHC plus the allowed appropriate interval for the cut.

FDT Percentage of AT&T Midwest caused late coordinated cutovers in excess of "X" (30, 60 and 120) minutes after the scheduled cut time.

#### **Exclusions:**

- Any order in the RNM process

#### **Business Rules:**

A coordinated cutover is delayed if AT&T Midwest's work is not complete within "X" (30, 60, and 120) minutes after the scheduled plus allowable work time for the cutover.

- For CHC orders any delay is calculated starting from the time the CLEC calls to initiate the CHC plus the appropriate time interval allowed for the cut to be completed in (1 hour for CHC orders with less than 10 lines, 2 hours for CHC orders with 10-24 lines) until the time of completion of the CHC work.
- For FDT Orders the delay is calculated starting from the scheduled time for the FDT cutover.

CHC and FDT orders, by definition, must consist of 1-24 lines; therefore this measure only includes orders with 1-24 lines

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

- CHC LNP with Loop
- FDT LNP with Loop

#### **Calculation:**

$$\frac{(\# \text{ of AT\&T Midwest caused late coordinated CHC/FDT LNP with Loop orders in excess of "X" (30, 60 and 120) minutes})}{\text{total coordinated CHC/FDT LNP with Loop orders}} * 100$$

#### **Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

#### **Measurement Type:**

Remedied

#### **Benchmark:**

- 8% or less of AT&T Midwest coordinated conversions delayed beyond (>) 30 minutes, 2% delayed beyond (>) 60 minutes, or 1% delayed beyond (>) 120 minutes. Remedies are paid on the worst performance of coordinated conversions measured at >30, >60, >120 Minutes.

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### **Bona Fide Request Process (BFRs)**

#### **120. Percentage of Requests Processed Within 30 Business Days**

**Definition:**

Percentage of Bona Fide Requests processed within 30 business days.

**Exclusions:**

- Weekends and Holidays

**Business Rules:**

The clock starts when AT&T Midwest receives the application. The clock stops when AT&T Midwest completes application processing.

**Levels of Disaggregation:**

- None

**Calculation:**

$(\# \text{ of number of requests processed within 30 days} \div \text{total requests}) * 100$

**Report Structure:**

Reported for -

- CLEC
- All CLECs
- AT&T Midwest Affiliate

**Measurement Type:**

None

**Benchmark:**

- 90% within 30 business days = IN, MI, OH, WI.
- IL = Parity with AT&T Midwest Affiliate.

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### Change Management

#### 124. Timely Resolution of Significant Software Failures Related with Releases

##### **Definition:**

Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.

##### **Exclusions:**

- Error where a workaround transparent to the CLEC is available (workaround in this sense does not include manual faxing to the LSC or any other action required by the CLEC) that is different from what would be required if the software had not failed.

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

Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to AT&T Midwest, or receive back from AT&T Midwest, order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround that does not require the CLEC to do anything different from what would be required if the software had not failed is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.

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

- None

##### **Calculation:**

$$(\# \text{ Significant Software Failures resolved within 48 hours} \div \text{Total Significant Software Failures}) * 100$$

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

- Reported by CLEC on a AT&T Midwest Regional basis (non-state specific). (Company level reporting, )

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

Remedied

##### **Benchmark:**

- 95% completed within 48 hours or 2 days.

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

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### 124.1 Test Environment Availability

**Definition:**

Extent that the Joint Test Environment is actually available to CLECs.

**Exclusions:**

- None

**Business Rules:**

The total "Scheduled system available hours" is the cumulative number of hours during the reporting period that AT&T Midwest has committed to provide CLECs access to the Joint Test Environment. "Hours functionality is available during the scheduled available hours" is the actual number of hours, during scheduled system available hours, during which the Joint Test Environment is actually available for testing purposes. The actual time available is divided by the scheduled time available and the result multiplied by 100 to produce the "Percent system availability" measure.

Scheduled system available hours are Monday through Friday, 8:00AM to 5:00PM CT (except as noticed to the industry via Accessible Letter). "Hours functionality is available during the scheduled available hours" is calculated from the date/time a CLEC reports its inability to access the Joint Test Environment to the date/time the reporting CLEC is able to access the Joint Test Environment, based on records maintained by AT&T Midwest's Joint Test Environment Availability Team.

Only situations where the inability of the CLEC to access the Joint Test Environment is confirmed to be due to a problem within the control of AT&T Midwest are to be included in this measure. Situations where a CLEC cannot access the Joint Test Environment due to problems outside the control of AT&T Midwest (e.g. internal CLEC network connectivity or performance issues) will not be included in this PM.

**Levels of Disaggregation:**

- Pre-Order
- Order

**Calculation:**

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

**Report Structure:**

- Reported on an aggregate CLEC basis and a AT&T Midwest-region basis (non-state specific). (Company level reporting.)

**Measurement Type:**

None

**Benchmark:**

- Diagnostic

# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

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### **MI 15 Change Management**

#### **Definition:**

Change management measures timeliness of change notifications for final requirements to implementation as defined and agreed upon in the AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process ("CMP"). Interfaces to which this measure applies also will be defined in the CMP.

#### **Exclusions:**

- Clarification Notes.
- Any Approved Exceptions.
- Emergency Situations
- Regulatory Mandated Changes

#### **Business Rules:**

Calendar Days is to be used in the calculation of this measure. Notification is received when the Final Release Requirements are noticed to CLECs via an Accessible Letter. Calculation is based on the number of Notifications made within the reporting period (the denominator), with the numerator being the number of those Notifications issued "X" days or more in advance of the announced implementation date.

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

- Changes to Existing Interfaces
  - Gateway
  - GUI
- Introductions of New Interfaces
  - Gateway
  - GUI
- Retirements of Existing Interfaces -- Wholesale Interfaces
  - Gateway
  - GUI

#### **Calculation:**

$$\frac{(\text{Number of Notifications issued on time})}{(\text{Number of Notifications in the reporting period})} * 100$$

#### **Report Structure:**

- Reported on an AT&T Midwest regional basis (non-state specific). Company level reporting.

#### **Measurement Type:**

None

#### **Benchmark:**

- 95% or greater notices should be on time as defined by the advance notification intervals for Final Requirements for each disaggregation as defined in the AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process ("CMP") found at <https://clec.AT&T.com/clec/>. Click on Gold bar "Change Management Process". Click on "AT&T All Regions" then scroll down to "AT&T Competitive Local Exchange Carrier (CLEC) 13-State Interface Change Management Process".

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

## Version 3.0

### Attachment One

### Performance Measures Subject to Tier 1 Liquidated Damages in the 5 AT&T Midwest States

	Measurements Subject to Tier-1 Damages (Remedied)
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#### Pre-Ordering/Ordering

1.1 Average Response Time For Manual Loop Make-Up Information	✓
1.3 Accuracy of Actual Loop Makeup Information provided for DSL Orders	✓
2. Percent Responses Received Within "X" Seconds-OSS Interfaces (Subject to a Remedy Cap)	✓
4. OSS Interface Availability	-
5. % Firm Order Confirmations (FOCs) Returned Within "X" Hours/Days (Subject to a Remedy Cap)	✓
6. Notification Timeliness (Subject to a Remedy Cap for completions and rejects)	✓
12. Mechanized Provisioning Accuracy	-
13. Order Process Percent Flow Through	-
13.1 Total Order Process Flow Through	-
MI-2 Percentage of Orders Given Jeopardy Notices within 24 Hours of the Due Date	✓
C WI-1 Average Delay In Original FOC Due Dates Due From RNM Notification 5A	-
C WI-9 RNM Process: Percent Quotes Returned Within Five Business Days	✓

#### Billing

126. Bill Accuracy	-
CLEC BLG-3 Percent of Billing Claim Resolution Notifications Sent within 30 Business Days (Subject to a Remedy Cap for Local Billing Claims)	✓

#### Miscellaneous Administrative

22. Call Center Grade Of Service (GOS)	-
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#### Provisioning

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

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	Measurements Subject to Tier-1 Damages (Remedied)
29. Percent AT&T Midwest Caused Missed Due Dates	✓
30. Percent AT&T Midwest Missed Due Dates Due To Lack Of Facilities	✓
35. Percent Trouble Reports Within 30 Days (I-30) Of Installation	✓
<b>Maintenance</b>	
37.1 Trouble Report Rate Net of Installation and Repeat Reports	✓
38. Percent Missed Repair Commitments	✓
39. Mean Time to Restore Interval	✓
40. Percent Out Of Service (OOS) < 24 Hours	✓
41. Percent Repeat Reports	✓
<b>Provisioning – UNE</b>	
62. Average Delay Days For AT&T Midwest Missed Due Dates	-
63. Percent AT&T Midwest Caused Missed Due Dates > 30 days	✓
WI-1 Percent No-Access for UNE Loops - Provisioning	-
WI-9 Percent Routine Network Modification (RNM) Orders	-
IN-1 Percent Loop Acceptance Testing (LAT) Completed on or prior to the Completion Date	✓
<b>Maintenance – UNE</b>	
69.1 Percent of Trouble Reports Closed to AT&T Cause w/in 48 Hrs of a Previous Trouble Report Closed to non-AT&T Cause	-
WI-2 Percent of Trouble Reports with No Access for UNE Loops - Maintenance	-
<b>Interconnection Trunks</b>	
70. Percent Trunk Blockage (Call Blockage) (Subject to a Remedy Cap)	✓
<b>Local Number Portability (LNP)</b>	
97. Percent of Time AT&T Midwest applies the 10-digit Trigger Prior to the LNP Order Due date.	✓
101. Percent Out of Service < 60 Minutes	✓
<b>911</b>	
102. Average Time To Clear Errors (Facility Based Providers)	✓

# AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE

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	Measurements Subject to Tier-1 Damages (Remedied)
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓
<b>Collocation</b>	
107. Percentage Missed Collocation Due Dates	✓
<b>Directory Assistance Database</b>	
110. Percentage of updates completed into the DA Database within 72 Hours for Facility Based CLECs	✓
<b>Coordinated Conversions</b>	
114. Percent Pre-mature Disconnects (Coordinated Cutovers)	✓
114.1 CHC/FDT LNP w/Loop Provisioning Interval	✓
115. Percentage of AT&T Midwest caused delayed Coordinated Cutovers	✓
<b>Bona Fide Request Process (BFRs)</b>	
120. Percentage of Requests Processed Within 30 Business Days	-
<b>Change Management</b>	
124. Timely Resolution of Significant Software Failures Related With Releases	✓
124.1 Test Environment Availability	-
MI-15 Change Management	-



# **AT&T MIDWEST PERFORMANCE MEASUREMENT USER GUIDE**

## **Version 3.0**

### **Attachment Two**

#### **Percentage of Missed Collocation Due Dates (PM 107) Damages Methodology**

**The following methodology will apply in calculating Tier 1 liquidated damages for the percentage of missed collocation due dates measurement.**

1. The benchmark is less than 5% of Collocations not completed within the due date. For example, if a CLEC has 30 collocations completed in the study month, AT&T Midwest can miss one due date and still be in compliance. In this case no damages would apply. If, two due dates out of 30 were missed, AT&T Midwest would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 5% benchmark.
2. Damages are calculated based on the percentage of days that AT&T Midwest misses the due date using the per occurrence values in the business rules, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. AT&T Midwest will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, if there were three misses which had missed days of 20, 15 and 4, AT&T Midwest would pay damages on 35 (20+15) missed days. In this example, assuming an Index Value (IV)  $\geq 87.0\%$ , and one consecutive month missed, AT&T Midwest would pay  $35 \times (10\% - 5\%) \times 30 = \$52.50$ .
4. Should a remedy plan in effect call for the use of the K-table, the collocation measurement will be used in the determination of the "K" number of allowances (based on the number of collocations). In addition, it may also be excluded as defined in the business rules in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the same total days late for collocation projects calculated above (35 in the previous example). Should a remedy plan not include the K-table component, this paragraph #4 is not applicable.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

## **Schedule 2 – AT&T Midwest Performance Remedy Plan**

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

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

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

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

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

#### **Z-Test:**

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

For Measurement results that are expressed as Averages or Means:

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

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

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

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

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

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

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

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

For Measurement results that are expressed as Percentages or Proportions:

#### **Step 1:**

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

#### **Step 2:**

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

#### **Step 3:**

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

Where:  $n = \text{number of observations}$

$P = \text{Percentage or Proportion}$

For Measurement results that are expressed as Rates or Ratios:

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

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

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

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

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

#### 4.0 Qualifications to use Z-Test:

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

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

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

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

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

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

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

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

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

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

## 5.0 Overview of Remedy Structure

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

- 5.1 AT&T MIDWEST will pay Liquidated Damages to the CLEC according to the terms set forth in this document.
- 5.2 Liquidated damages apply to measurements identified as "Remedied" in the Measurement Type section of the performance measurement business rules documented in Appendix 1.
- 5.3 AT&T MIDWEST will not be liable for the payment of liquidated damages until 10 days after receipt by AT&T MIDWEST of an executed (by CLEC) Interconnection Agreement, or an amendment to an existing Interconnection Agreement ("Receipt Date"), terms of which have been agreed to by both CLEC and AT&T MIDWEST, referencing this Plan. Liquidated damages will be accrued, but not paid, effective with the first full month of performance results after the Receipt Date, and will be payable from and after the date that the

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

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

## 6.0 Procedural Safeguards and Exclusions

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

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

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

## 7.0 Exclusions Limited

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

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

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



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

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

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

Where

$RSM_{passed}$  = Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison

$RSM_{total}$  = Total count of Remedied Sub-Measure results

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

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

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

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

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

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

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

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

TABLE 1: Liquidated Damage Amount Table

Index Value ("IV") Thresholds	Consecutive Months Missed					
	One	Two	Three	Four	Five	Six or More
$IV \geq 87.0\%$	\$30	\$65	\$130	\$260	\$390	\$520
$82.0\% \leq IV < 87.0\%$	\$36	\$78	\$163	\$325	\$465	\$585
$77.0\% \leq IV < 82.0\%$	\$60	\$98	\$195	\$390	\$520	\$650
$72.0\% \leq IV < 77.0\%$	\$120	\$163	\$325	\$650	\$780	\$910
$IV < 72.0\%$	\$180	\$228	\$455	\$910	\$1,040	\$1,170

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

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

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

Consecutive Months Compliant Performance Before Subsequent Non- Compliant Month	Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance			
	Three Months	Four Months	Five Months	Six Months or More
Per Occurrence and Per Measure/Cap				
One Month	Month Two Amount	Month Three Amount	Month Four Amount	Month Five Amount
Two Months	Month One Amount	Month Two Amount	Month Two Amount	Month Three Amount
Three Months or More	Month One Amount	Month One Amount	Month One Amount	Month One Amount

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

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

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

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

## 10.0 Methods of Calculating Liquidated Damages Amounts

The following methods apply in calculating per occurrence liquidated damage:

### 10.1 Calculating Liquidated Damages

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

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

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

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

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

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

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

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

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

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

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

#### 12.0 Reservation of Rights:

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

**Maximum/Minimum Levels of Service:**

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

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

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