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July 30, 2010

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington
Boise, ID 83702-5983

RE: Docket No. QWE-T-08-04

Dear Ms. Jewell:

Enclosed for filing with this Commission are nine (9) copies of the **testimony and exhibit of Michael G. Williams** that are prefiled on behalf of Qwest Corporation in support of its Amended Petition, filed today under separate cover. Qwest is also providing a CD of the Williams testimony and exhibits as required by Rule 231.05. If you have any questions, please contact me.

Thank you for your cooperation in this matter.

Very truly yours,

Mary S. Hobson

Enclosures
cc Service List

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE PETITION OF QWEST CORPORATION REQUESTING AUTHORIZATION TO WITHDRAW ITS STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS	)))))	**CASE NO. QWE-T-08-04**

DIRECT TESTIMONY OF

Michael G. Williams

QWEST CORPORATION

July 30, 2010

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IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND CURRENT POSITION.

A. My name is Michael Williams. My business address is 1801 California Street, Denver, Colorado 80202. I am a Senior Director of Public Policy for Qwest.

Q. HAVE YOU PREVIOUSLY PROVIDED TESTIMONY IN THIS PROCEEDING?

A. No, this is the first time any testimony has been filed in this docket.

Q. PLEASE STATE YOUR BACKGROUND AND QUALIFICATIONS.

A. I hold an MBA degree from the University of Utah, 1985, and a bachelor's degree in electrical engineering from Brigham Young University, 1976. Since 1981, I have worked for Qwest or its predecessors in various management positions, including engineering, technical sales, regulatory, new technologies, international cellular joint venture leadership, wholesale interconnection operations and regulatory finance. My responsibilities have included service quality-related metrics and payments since 1997. I have held my current responsibilities since July 2005. Specifically, I am responsible for Qwest's policies and compliance associated with regulatory retail and wholesale service quality requirements. I have submitted testimony and

participated in workshops in each of the 14 states in Qwest's local services region.

PURPOSE

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony addresses Qwest's Amended Petition to withdraw the Qwest Performance Assurance Plan (QPAP) from its Statement of Generally Available Terms (SGAT). Qwest considers this docket as constituting a review under section 16.3 of the QPAP, which calls for a review to determine the future of the QPAP. Therefore, I also address Qwest's proposal to modify the QPAP in all existing interconnection agreements that have it. In this testimony, I refer to the proposed modified performance assurance plan as "QPAP II," which is attached to this testimony as Qwest Exhibit No. 1. Qwest's proposed QPAP II continues to provide CLECs with self-executing payments for the same performance dimensions covered under the current QPAP, subject to specified streamlining of metrics and products, while also introducing incentives to provide superior performance. Overall, I provide background regarding the QPAP, explain the basis for Qwest's Amended Petition, and describe QPAP II and how it would operate.

BACKGROUND AND PURPOSE OF THE QPAP

Q. WHAT IS THE QWEST PERFORMANCE ASSURANCE PLAN (QPAP)?

A. The QPAP is a self-executing plan based on Qwest's level of service performance under a variety of metrics called PIDs (performance indicator definitions). The PIDs are measurements of specific dimensions of Qwest's service performance. For example, PIDs cover the areas of pre-order/order, billing, provisioning, maintenance and repair, network performance and so forth. PID results for Idaho are reported on an individual CLEC basis, as well as on an aggregate-CLEC basis, statewide.

The PIDs have three types of standards: parity, benchmark, or diagnostic. Parity standards compare Qwest's performance for CLECs to its performance for its own retail customers or operations, while benchmark standards compare Qwest's performance to specified fixed performance levels. Diagnostic standards designate that the PID results are for monitoring purposes. QPAP payments to CLECs (so called "Tier 1 payments" under the existing QPAP) and payments to states ("Tier 2 payments" under the existing QPAP) are triggered as provided in the QPAP only by measurements with parity or benchmark standards in the PIDs and as further delineated in the body of the QPAP.

Q. WHAT WAS THE ORIGINAL PURPOSE OF THE QPAP?

A. Qwest obtained approval of the QPAP in conjunction with

obtaining interLATA long distance approval from the Federal Communications Commission (FCC) under section 271 of the Telecommunications Act of 1996 (the Act). The FCC looked for assurance that wholesale markets would remain open after the requirements of section 271 had been met and interLATA freedom granted to the Bell Operating Company(s) (BOCs) such as Qwest. While it accepted performance assurance plans for this purpose, the FCC noted at the time that it could not require such plans. Instead, the FCC stated it would deem a properly-designed plan as "probative evidence that the BOC will continue to meet its section 271 obligations after a grant of such authority."[1]

Q. DID QWEST OR THE IDAHO COMMISSION INTEND FOR THE QPAP TO BE PERMANENT?

A. No. Section 16.3 of the QPAP approved by the Idaho Commission clearly declares its temporary nature:

> "Qwest will make the PAP available for CLEC interconnection agreements until such time as Qwest eliminates its Section 272 affiliate. At that time, the Commission and Qwest shall review the appropriateness of the PAP and whether its continuation is necessary..." (Emphasis added).

Qwest notes that its section 272 affiliate was eliminated effective February 20, 2007, i.e., nearly three and a half years ago.

[1] FCC *Qwest Nine State Order*, 17 FCC Rcd 26303 at 26544, ¶ 440.

Q. WAS THIS LANGUAGE LIMITING THE DURATION OF THE PLAN APPROVED?

A. Yes. Both the Idaho Commission and the FCC approved Qwest's Idaho PAP with this language in place.

Q. HOW DOES THE QPAP RELATE TO INTERCONNECTION AGREEMENTS BETWEEN QWEST AND CLECS?

A. If adopted by a CLEC, the QPAP becomes part of the CLEC's interconnection agreement in the form of two exhibits. Exhibit B sets forth the measurement definitions and standards, and Exhibit K sets forth the payment framework. In this docket, as I will discuss in detail below, Qwest now seeks to amend Exhibits B and K of existing interconnection agreements to reflect a more balanced approach that continues to provide economic incentives to Qwest to help further an open telecommunications markets for CLECs.

THE CURRENT QPAP

Q. PLEASE SUMMARIZE THE PRIMARY ELEMENTS OF THE CURRENT QPAP.

A. The current QPAP consists of PIDs in Exhibit B and payment provisions in Exhibit K. The payment provisions use PIDs as the self-executing basis for triggering payments when service performance is nonconforming to standards set forth in the PIDs. Standards based on either parity with Qwest's retail operations or negotiated benchmarks are used to

trigger and determine payment amounts. Diagnostic standards are used only for monitoring purposes.

Q. WHY ARE THERE BOTH PARITY AND BENCHMARK STANDARDS?

A. At the lowest (most detailed) level of disaggregation, each non-diagnostic PID has only one or the other: a parity standard or a benchmark standard. The nondiscrimination standard of the Act calls for a comparison between wholesale and retail performance. However, precisely comparable retail services do not always exist. If there existed comparable retail services for all wholesale services and elements measured by the PIDs, there would be only parity standards in the PIDs. Strictly speaking, "parity" is not an explicit requirement of the Act, but it is a factor in evaluating nondiscrimination. Accordingly, in the original collaborative proceedings in which the PIDs were developed, the parties agreed to use parity as the primary basis for setting standards. However, in some cases precise, apples-to-apples comparisons with retail analogues are not available. For example, there are no retail unbundled loops with which to compare unbundled loops provided to CLECs. In these cases, proxies were selected that were as close as possible to specific types of unbundle loops. In other cases there were not any retail analogues and no reasonable proxies for such analogues, so benchmark standards were adopted through negotiations in the various proceedings that pre-dated the

Qwest 271 FCC applications. Benchmarks were also used to evaluate the "pre-order" processes where, for example, CLECs submit local service requests (LSRs) and trouble reports through interfaces that do not exist in the retail context.

Q. HOW ARE PAYMENT AMOUNTS DETERMINED UNDER THE QPAP?

A. Payment amounts are determined by the extent to which PID results miss the standards. Specifically, the difference between a PID result and the applicable standard is translated into a number of occurrences (e.g., orders or tickets) missing the standard, which number is multiplied by the applicable per-occurrence payment level to calculate the payment amount due for that PID result.

The QPAP defines two categories of payments: Tier 1 and Tier 2. Tier 1 payments are made to individual CLECs, and Tier 2 payments are made to the state. The QPAP also defines other payment-affecting procedures, such as payment escalations (where there are consecutive nonconforming months) and minimum payments (where the low volumes of small CLECs generate small payments).

THE QPAP HAS FULFILLED ITS PURPOSE

Q. HOW HAS THE QPAP'S PURPOSE BEEN FULFILLED?

A. The wholesale telecommunications market is irrevocably open, and Qwest has consistently demonstrated its ability and commitment to continue to satisfy its section 271

obligations.

Q. DOES THERE REMAIN ANY BASIS FOR QPAP TO CONTINUE?

A. I do not believe so. As I have pointed out, the FCC stated that the Act did not require a performance assurance plan,[2] but noted that such a plan, properly designed and implemented, could provide "probative evidence" regarding the public interest aspects of section 271 - specifically that the market openness that justified granting interLATA freedoms to Qwest continued after the Company achieved its goal of entering the interLATA market. In approving Qwest's 271 application in Idaho, the FCC approved a QPAP containing provisions that allowed it to terminate after the elimination of Qwest's section 272 affiliate, with no further involvement of the FCC required. Hence, the FCC and this Commission have already ruled both on the QPAP's place in supporting Qwest's 271 application and on the fact that it could terminate via its own provisions.

Q. WITHOUT QPAP, WHAT INCENTIVES WOULD REMAIN FOR QWEST TO CONTINUE TO PROVIDE NONDISCRIMINATORY SERVICE TO CLECS?

A. While the QPAP was originally established to provide economic incentives for Qwest to continue to provide nondiscriminatory service to CLECs seeking to compete with Qwest using part of the existing network, far larger incentives in the form of actual market forces are now at

work to ensure CLECs continue to have nondiscriminatory access to the network. Specifically, Qwest's persistent and significant line losses, primarily due to cellular and cable competitors who do not participate in the QPAP, highlight how important CLECs are to Qwest in helping keep customers on its network. Today, the total number of resale and unbundled loops provided to CLECs is nearly 25 percent of Qwest's retail access lines in Idaho. Hence Qwest values CLECs as partners in helping keep customers on our network, a fact which, in itself, provides a huge incentive, independent of QPAP, for Qwest to serve CLECs well. The veracity of this fact is borne out by additional evidence, which I discuss below, that Qwest provides superior service to CLECs far more often than it provides inferior service that triggers QPAP payments. If the QPAP were the only incentive at play here, that would not likely be the case.

Q. ARE THERE STILL OTHER INCENTIVES AT PLAY?

A. Certainly. As I have explained, the wholesale market is very valuable to Qwest, but perhaps the most basic incentive is the law that requires Qwest to provide nondiscriminatory service to CLECs. Qwest respects and obeys the law, and there are avenues other than the QPAP for CLECs to pursue if Qwest does not.

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[2] *ibid.*

Q. WHAT DEVELOPMENTS HAVE OCCURRED SINCE THE QPAP ORIGINALLY WENT INTO EFFECT?

A. Much has transpired in the industry and marketplace since the inception of the QPAP that indicates fulfillment of the purpose and intent of the QPAP. The FCC granted Qwest's application for section 271 relief, thereby authorizing Qwest to provide interLATA long distance services. The FCC's authorization signaled its determination that the local market was indeed open at that time.[3] A later FCC decision granted that Qwest was no longer required to provide in-region, interLATA services through a separate (section 272) affiliate.[4] More recently, in response in part to changing market conditions in the state and Qwest's petition, the Idaho Commission approved Qwest's petition to withdraw its SGAT.

Meanwhile, customers have access to a whole variety of alternatives for telecommunications services that were neither as varied nor robust in 2003 when the QPAP was created as they are today. As a result, Qwest's market share has declined while that of competitors (CLECs, cable

[3] *ibid.*, ¶ 407.

[4] *See Section 272(f)(1) Sunset of the BOC Separate Affiliate and Related Requirements*, WC Docket No. 02-112, Memorandum Opinion and Order, 17 FCC Rcd 26869 (2002). Given that the FCC granted Qwest's section 271 authorization for Idaho in an order released on December 23, 2002 and that the relevant requirements of section 272 expire three years after an ILEC is authorized to provide interLATA services, then pursuant to section 272(f)(1), the provisions of section 272 (other than section 272(e)) sunset by operation of law for Qwest in Idaho effective December 23, 2005.

providers, wireless, and others) has grown significantly. It is no longer appropriate to look at government-mandated facilitation of competition with the same perspective that prevailed when the Act was being first implemented. Today, market forces have replaced the need for government-mandated incentives.

Q. WHAT EVIDENCE IS THERE THAT THE MARKET REMAINS OPEN?

A. Since 2003 when the FCC found that the market was open, the number of CLECs has grown dramatically in Idaho. Specifically, in 2003, only ten had opted into the QPAP in Idaho. By 2009, there were 81 CLECs with interconnection agreements, of which fifty-seven had opted-in to the QPAP.

Q. HAVE QPAP PAYMENTS ALSO GROWN WITH THE INCREASING NUMBERS OF CLECS IN IDAHO?

A. No. The payments made to CLECs have declined since the time the QPAP was made available in Idaho. In 2003, the first year of QPAP operation, Qwest paid nearly $70,000 in payments to individual CLECs in Idaho. Payments increased in 2004 but have declined every year since that peak. In 2009, payments paid to CLECs in Idaho amounted to slightly more than $14,000 for the entire year, across all CLECs opting into the QPAP. Since the inception of the QPAP, Qwest has paid out a total of $576,013 in Idaho in Tier 1 and Tier 2 payments under the existing QPAP structure, despite providing inarguably excellent wholesale service performance, as I

illustrate later in my testimony.

Q. HAVE THE AVERAGE PER-CLEC QPAP PAYMENTS CHANGED OVER THIS TIME?

A. The average individual CLEC payments in Idaho have also declined. In 2003, the average payment was just a bit more than $17,000 per CLEC. The per-CLEC amount dropped significantly in 2004 and has steadily declined. In 2009 the average was just over $1,500 per CLEC.

Q. HOW HAS QWEST'S SERVICE TO CLECS COMPARED TO THAT FOR ITS RETAIL CUSTOMERS IN IDAHO?

A. On the whole, Qwest's performance for CLECs as measured by the QPAP has been at least equal to and, far more often, better than for retail customers. Any exceptions have been few and isolated.

Q. ON WHAT DO YOU BASE THIS ASSERTION?

A. I base my assertion on the facts that (1) the percentage of PIDs that triggered QPAP payments is miniscule, and (2) the percentage of PIDs representing better service for CLECs is far greater than the percentage triggering payments.

Q. WHAT PERCENTAGE OF QPAP PIDS ACTUALLY TRIGGERED PAYMENTS IN 2009?

A. In 2009, only 0.9 percent of PIDs triggered payments in Idaho. Across the entire seven years of the QPAP in Idaho, through 2009, this number was 1.7 percent, and in any individual year it has never been higher than 2.3 percent.

Q. OF THE TOTAL NUMBER OF PIDS, WHAT PROPORTION HAVE PARITY STANDARDS AND WHAT DOES THIS MEAN?

A. Over 60 percent of monthly PID standards are parity standards, i.e., are based on a statistical parity comparison between Qwest's performance for CLECs and its performance for retail services. This means that over 60 percent of the PID standards directly address the statistical aspect of whether Qwest is providing service that is nondiscriminatory to CLECs.

Q. SO, FOR THESE PIDS WITH PARITY STANDARDS, WHAT PERCENTAGE OF INDIVIDUAL TRANSACTIONS (I.E., ORDERS AND TROUBLE TICKETS) WERE INVOLVED IN MEETING THE PARITY STANDARDS?

A. In 2009, Qwest provided service to CLECs that was as good as or better than it provided its retail customers 99.99 percent of the time. Overall, across the seven years since the QPAP became effective in 2003, that number is 99.71 percent. The following Table 1 provides details:

Table 1

Idaho Percent Items[5] Met	Periods							
PID Group	2003	2004	2005	2006	2007	2008	2009	Total
Billing (BI)	95.83%	99.61%	99.77%	99.99%	99.99%	99.98%	100.00%	99.72%
Maintenance & Repair (MR)	99.29%	99.36%	99.55%	99.43%	99.59%	99.61%	99.55%	99.46%
Ordering & Provisioning (OP)	99.11%	98.68%	98.67%	97.48%	98.21%	95.95%	96.19%	98.06%
Pre-order / Order (PO)	99.10%	99.52%	99.32%	99.48%	98.36%	99.22%	98.92%	99.18%
Grand Total	95.98%	99.60%	99.77%	99.97%	99.98%	99.97%	99.99%	99.71%

SHORTCOMINGS OF CURRENT QPAP

Q. WHAT ARE THE SHORTCOMINGS OF THE CURRENT QPAP?

A. Qwest's primary concerns with the current QPAP are three-fold. First, the QPAP applies self-executing payment consequences without considering the totality of Qwest's service levels provided to CLECs. When originally volunteering for a self-executing QPAP, Qwest effectively gave up due process relative to the payment consequences of its alleged substandard performance. While that expedient was an acceptable trade-off initially, its perpetual continuation was not originally envisioned, is not required, and is not rational in light of (1) the QPAP's overall purpose, i.e., to ensure that the telecommunications market in Idaho remains open to CLECs following Qwest's entry into

[5] "Items" refers to individual units of measure, such as orders and trouble tickets. Table 1 reflects the percentage of all "items" measured that were involved in the PIDs that met standards.

the interLATA long distance market and (2) the seven years of performance history that indicates Qwest has provided superior performance far more often than it has provided allegedly inferior performance.

Second, the current QPAP has been overly punitive, relative to the small proportion of standards that triggered payments. Despite the exceptionally good performance across the seven years of the QPAP, Qwest has paid over a half million dollars in penalties in Idaho.

Third, the PIDs have been unnecessarily complex and voluminous. This is underscored by the fact that only a handful the PIDs and products represent the vast majority (e.g., over 90 percent) of the payment issues and product volumes.

First Concern: Self-Executing QPAP Not Balanced

Q. IN DESCRIBING YOUR FIRST CONCERN, WHEREIN YOU STATE THAT QWEST HAS PROVIDED "SUPERIOR PERFORMANCE FAR MORE OFTEN THAN IT HAS PROVIDED ALLEGEDLY INFERIOR PERFORMANCE," HOW DO YOU DEFINE "SUPERIOR PERFORMANCE"?

A. I define "superior" as performance that is significantly better than standard. In my testimony describing Qwest's QPAP II proposal below, I will explain how the same rules the QPAP uses to define statistically significant, nonconforming performance can be used in reverse to define "superior"

service.

Q. WHAT IS THE BASIS FOR YOUR ASSERTION THAT QWEST PROVIDES SUPERIOR PERFORMANCE FAR MORE OFTEN THAN IT PROVIDES ALLEGEDLY INFERIOR PERFORMANCE?

A. Looking at all PIDs that could generate payments in 2009, only 0.9 percent of them missed their standards. However, over $30,000 in payments was generated. In contrast, 46 percent of all PIDs reported superior performance in 2009. This means that 99.04 percent of PIDs met their standards, and nearly half of those were significantly better than standard. These facts highlight the imbalance that exists in the current QPAP, which considers only nonconforming performance, but not the extent of superior performance.

Second Concern: QPAP Overly Punitive

Q. WHAT IS THE BASIS FOR YOUR SECOND STATED CONCERN THAT THE QPAP IS "OVERLY PUNITIVE"?

A. In Idaho, only 0.8 percent of the parity comparisons showed performance levels that were numerically worse than their retail comparatives, and yet this was still enough to generate nearly $13,000 in payments for these measures in 2009. In contrast 27 percent of parity PIDs indicated superior performance.

Looking at PIDs with benchmarks, only one percent had

performance that failed to satisfy the standard, and yet this generated over $17,000 in payments in 2009. In contrast, fully 71 percent of benchmark PIDs indicated superior performance.

Q. BUT ISN'T IT APPROPRIATE THAT QWEST SHOULD PAY WHEN ITS PERFORMANCE IS BELOW STANDARD?

A. Not necessarily -- particularly when either there is a disproportionately high level of superior performance, as I have just explained, or the failure rate in parity PIDs is so tiny that it is well within the range of statistical error.

Q. PLEASE EXPLAIN YOUR POINT ABOUT STATISTICAL ERROR.

A. Parity comparisons involve statistics that attempt to account for random variations that are inherent in any performance. The purpose is to distinguish observed differences that could be explained by random variations (i.e., the differences would not be statistically significant) from situations that could NOT be explained solely by random variation (i.e., those that are statistically significant), based on a chosen level of statistical confidence.

In the QPAP, the established confidence level is typically 95 percent. This means that, when an observed difference in performance levels is found to be statistically significant, that determination is made with 95 percent confidence. In other words, 95 percent of the time the

determination is correct, and 5 percent of the time it is not. The statistical analyses do not identify specifically *which* items are incorrect, but 5 percent of the statistical conclusions can be expected to be incorrect. Accordingly, across many such comparisons, even if Qwest were actually providing parity service in each and every case, the statistical analyses would still declare 5 percent of the observations to be "out of parity."

Q. HOW DOES THIS STATISTICAL VARIABILITY APPLY TO QWEST'S PERFORMANCE IN IDAHO UNDER THE QPAP?

A. Applying this to Idaho, Qwest's actual performance under the QPAP shows that only 0.8 percent of observations are out of parity - far less than the 5-percent disparities one would expect from statistical analyses using a 95 percent confidence level. Thus, this situation is consistent, not only with a conclusion that Qwest is providing parity service, but also that Qwest is likely providing BETTER than parity service in more cases than it is not. As already pointed out above, this is precisely the case.

Q. WHAT CONCLUSION CAN BE DRAWN FROM THIS?

A. The fact that less than one percent of PIDs were calculated to be out of parity -- far from revealing some persistent impediment to CLEC competition that might justify continuing the QPAP in its current form -- is well within the realm of results that can be explained, overall, by

statistical error. Therefore, it is reasonable to conclude that Qwest should not have had to make any penalty payments on parity PIDs, if the plan had accounted for these statistical realities.

Q. ARE YOU PROPOSING THAT QPAP BE ELIMINATED BECAUSE OF THIS STATISTICAL ANALYSIS?

A. No. I am suggesting that the Plan be modified as proposed in QPAP II so that it more fairly reflects overall performance, not just the one-sided view of nonconforming performance even where it may be only a statistical anomaly.

Third Concern: QPAP Too Complex and Burdensome

Q. PLEASE ELABORATE ON YOUR CONCERN THAT THE CURRENT QPAP IS TOO COMPLEX AND BURDENSOME.

A. Soon after the Act went into effect and the parties began to negotiate PIDs and PAPs, no one really knew what to expect. CLECs endeavored to make sure that every dimension of service performance was measured; RBOCs[6] attempted to keep the number of measurements to the minimum necessary while, at the same time, defining disaggregations (sub-measurements) that would help assure "apples-to-apples" comparisons in the parity analyses; and state commission staffs endeavored to ensure the public interest was protected by covering all the

[6] Regional Bell Operating Companies or incumbent local exchange carriers (ILECs) that were divested from the former AT&T via the 1984 divestiture and Consent Decree.

bases. As a result, in Qwest's case, there are about 350 PIDs/sub-measurements based on CLEC activity in Idaho. (Originally, this number was even higher.) This represented an unprecedented volume of measurements and performance monitoring, along with the supporting systems and programming necessary to implement, maintain, change manage, and analyze metrics and results. The cost to maintain this effort is over a million dollars a year for Qwest, regionwide.

Q. WITH THE SEVEN-PLUS YEARS' EXPERIENCE THAT HAS SINCE BEEN GAINED, WHAT DO WE NOW KNOW ABOUT THIS EXTENSIVE ARRAY OF PIDS AND PAP PROVISIONS?

A. In a nutshell, we know that very few of them are needed in order to cover the vast majority of activity. Specifically, fewer than ten PIDs account for over 90 percent of the total QPAP payment amounts, and fewer than ten services and elements cover over 90 percent of the CLEC volume of activity (i.e., orders and trouble tickets). Thus, the current QPAP is more complex and burdensome than necessary.

QWEST'S QPAP II PROPOSAL

Q. GIVEN QWEST'S POSITION THAT THE QPAP WAS NEVER INTENDED TO BE PERMANENT AND THAT IT HAS FUFILLED ITS PURPOSE, WHAT IS QWEST NOW PROPOSING FOR PERFORMANCE ASSURANCE FOR CLECS?

A. Qwest is volunteering a modified version of the current

QPAP as shown in Qwest Exhibit 1. If the Commission, exercising its authority under section 16.3 of the existing PAP, enters its order adopting QPAP II for Idaho, this will continue to provide performance assurance to CLECs that have the QPAP in their present agreements, and QPAP II will be available for CLECs that are negotiating agreements, until the Plan Term, December 31, 2013.

Q. DOES QWEST EXPECT TO ELIMINATE PERFORMANCE ASSURANCE ONCE THE PLAN TERM DATE IS ACHIEVED?

A. No. First, Qwest may choose to voluntarily extend the Plan Term beyond December 31, 2013. However, if Qwest does not intend to do so, the provisions of QPAP II require Qwest to notify the Commission of its intention to terminate or modify the Plan before the Plan Term date. At that point the Commission may conduct a review to evaluate the future of performance assurance for the wholesale marketplace in the state. The details of that review process may be found in Qwest Exhibit 1 in section 7.

Meanwhile, please remember that the Plan Term date is more than three years away, making it more than ten years from the date the original QPAP was adopted. No one knows for certain how the telecommunications industry or its regulatory framework will change over that time. However, Qwest expects that the market incentives that today drive Qwest to provide excellent service to customers, including

CLECs, will continue.

Q. WHAT IS QWEST'S PROPOSAL FOR QPAP II?

A. Qwest proposes to modify the current QPAP in a manner that satisfies the above concerns, while continuing to provide CLECs with self-executing Tier 1 performance assurance that covers the same categories of performance over the term of the Plan.

Q. PREVIOUSLY YOU TESTIFIED THAT QWEST'S PARITY PERFORMANCE LEVELS, OVERALL, HAVE BEEN WELL WITHIN THE RANGE THAT CAN BE ATTRIBUTED TO STATISTICAL ERROR. HOW DOES QPAP II DEAL WITH THAT ISSUE?

A. QPAP II does not change the statistical methods. There is no perfect way to completely avoid statistical error in determining with absolute certainty that all of the parity declarations are correct. Rather, QPAP II continues to accept the reality that statistical analyses have limits and that all performance naturally has some degree of random variation that can account for differences. On that statistical foundation, which is the same as the current QPAP for Tier 1, QPAP II makes the consequences of the measurement results more balanced by adding offsetting performance credits for service that significantly exceeds standards.

Q. HOW DOES QPAP II ADDRESS QWEST'S FIRST CONCERN THAT THE CURRENT QPAP IS "ONE-SIDED" AND "NOT BALANCED"?

A. Qwest's QPAP II proposal addresses the self-executing,

"one-sided" nature of the current QPAP by adding provisions that provide performance credits where Qwest's performance for CLECs is superior to the standards.

Defining Superior Service

Q. HOW DOES QPAP II IDENTIFY SERVICE THAT IS SUPERIOR TO THE STANDARDS?

A. Superior service will be identified by the same rules the current QPAP uses to define statistically significant, nonconforming performance - only in reverse. By that I mean that, for measurements with parity standards, I apply the same QPAP rules that trigger payments, but in the opposite direction, i.e., toward better performance, and then count the number of PIDs that meet those criteria. QPAP II uses statistical rules to determine whether the measured results are better than the standard to a statistically-significant degree, based on a 95 percent confidence level (which is commonly used in QPAP).

For example, consider a case in which the retail performance level is 92 percent, and QPAP statistical methods determine that the threshold for significantly better performance is 94 percent. If the actual performance provided to the CLEC were 94 percent or better, it would be deemed as superior.

Q. HOW WOULD QPAP II IDENTIFY SUPERIOR PERFORMANCE IN CASES WHERE STANDARDS ARE BENCHMARKS RATHER THAN STATISTICAL PARITY?

A. Even though benchmark standards do not use statistical methods to determine conformance, statistical methods are needed in order to determine superior performance.

Q. PLEASE EXPLAIN.

A. For benchmark standards the QPAP uses what is called the "stare and compare" method to determine whether Qwest's performance meets standards. This means that if a PID result is not numerically equal to or better than the benchmark, it is considered to be nonconforming and generates a payment increment. Nevertheless, the overall objective of the PIDs is to determine whether Qwest service to CLECs is non-discriminatory.

Benchmarks are treated as negotiated substitutes for conformance thresholds that would otherwise be represented by critical-z values, if there had been comparable retail analogues with which to establish a parity standard. Since benchmarks are fixed-point values that address only the negative side of the performance question, they say nothing about the positive side. Accordingly, statistics are needed to identify the positive threshold, based on the variableness inherent in actual service performance and using the benchmark as a starting point. By starting with the

benchmark we insure that the degree of "significance" for identifying both negative and positive performance levels is the same.

For example, consider a case in which the benchmark is 90 percent, and QPAP statistical methods determine that the threshold for significantly better performance is 93 percent.[7] If the actual performance provided to the CLEC were 93 percent or better, it would be deemed as superior.

Q. WHAT IS THE PURPOSE OF USING STATISTICAL CONCEPTS FROM THE CURRENT QPAP TO IDENTIFY SUPERIOR PERFORMANCE UNDER YOUR QPAP II PROPOSAL?

A. The purpose of the statistical approach in the current QPAP is to determine whether differences in performance levels are explainable by random variations in performance. If not found to be due to randomness, those differences in performance levels are considered to be "statistically significant," within a specified level of confidence (typically 95 percent). For parity standards, this approach is applied in both "directions" - i.e., both toward nonconforming and toward superior performance. With benchmarks, since nonconforming performance is identified by "stare and compare" with a fixed point, only the superior performance needs to be identified using statistical methods.

But for both parity and benchmark standards statistical methods have the same purpose: to determine whether conforming performance exceeds a statistically-determined threshold level that would indicate the result could be explained solely by random variations inherent in performance. If a performance level exceeds the threshold, it is considered to be superior.

Q. ARE THESE THE SAME METHODS YOU USED EARLIER IN STATING THE PERCENTAGES OF PIDS WITH "SUPERIOR PERFORMANCE"?

A. Yes. In sum, using 2009 QPAP data for Idaho, the percentage of PIDs indicating "superior performance" during the year was 46 percent. In comparison, as I pointed out earlier, less than one percent of PIDs triggered payments.

Of the parity PIDs, 27 percent yielded superior performance, with less than one percent nonconforming. For benchmark PIDs, 71 percent yielded superior performance, with only one percent nonconforming.

Building on the Current QPAP

Q. APART FROM INTRODUCING THE CONCEPT SUPERIOR SERIVCE, HOW DOES QPAP II DIFFER FROM THE CURRENT QPAP?

A. Overall QPAP II builds on the provisions of the current QPAP. However the proposal eliminates some features of the

[7] This is not to say that 93 percent always would be the threshold for superior performance, given a benchmark of 90 percent, since factors such CLEC volumes can impact the number, but this is a plausible example.

existing QPAP that Qwest believes are no longer relevant or necessary, and it streamlines the operation of the Plan as I discuss below.

Q. PLEASE DESCRIBE IN MORE DETAIL HOW QPAP II BUILDS ON PROVISIONS OF THE CURRENT QPAP?

A. QPAP II retains CLEC-specific payments for performance that does not satisfy standards. But it goes further and awards performance credits, where appropriate, that offset payment increments as an incentive to continue to provide statistically better performance. In addition, in streamlining PID reporting by reducing the granularity of sub-measurements (disaggregations), QPAP II continues to cover the same CLEC-specific performance dimensions that the current QPAP covers for those PIDs.

Table 2 below maps the current QPAP sections to QPAP II sections that address the same or equivalent topical areas:

Table 2 - Mapping of Current QPAP Sections to Modified QPAP II Sections Addressing the Same or Equivalent Topics

Current QPAP Sections	QPAP II Equivalent Sections (if any)
1.0 Introduction	1.0 Introduction
2.0 Plan Structure	1.2 Introduction
3.0 Performance Measurements	2.0 Performance Measurements and Reporting
4.0 Statistical Measurement	3.3.2PIDs with Parity Standards
5.0 Critical Z-Value	3.4 Applicable Critical-Z Values
6.0 Tier 1 Payments to CLEC	3.5 Dollar Levels, Escalations, and Caps
7.0 Tier 2 Payments to State	Not applicable
8.0 Step by Step Calculation of Monthly Tier 1 Payments to CLEC	4.0 Step-By-Step Calculations
9.0 Step by Step Calculation of Monthly Tier 2 Payments to State Funds	Not applicable
10.0 Low Volume, Developing Markets	Not applicable
11.0 Payment	5.0 Payments
12.0 Cap on Tier 1 and Tier 2 Payments	Not applicable
13.0 Limitations	6.0 Limitations

Current QPAP Sections	QPAP II Equivalent Sections (if any)
14.0 Reporting	2.0 Performance Measurements and Reporting
15.0 Integrated Audit Program/Investigations of Performance Results	Not applicable
16.0 Reviews	7.0 Voluntary Plan, Plan Term, Plan Review, and Ongoing Wholesale Service Quality Assurance
17.0 Voluntary Performance Assurance Plan	
18.0 Dispute Resolution	8.0 Dispute Resolution
Attachment 1: Tier 1 and Tier 2 Performance Measurements Subject to Per Occurrence Payments	Attachment 2: Payment Levels for PIDs Subject to Per Occurrence Payment Increments and Performance Credits
Attachment 2: Performance Measurements Subject to Per Measurement Caps	3.5.1.3 Per-PID Caps
Exhibit B Performance Indicator Definitions	Attachment 1: Performance Indicator Definitions

Q. DOES QPAP II INCORPORATE ALL OF THE PIDS AND PRODUCTS THAT ARE CONTAINED IN THE CURRENT QPAP?

A. No, QPAP II proposes several changes including: eliminating some PIDs that are not designated to generate payments in the current QPAP; removing some PIDs from the "reinstatement/removal process" that have never required reinstatement; adding some PIDs to the reinstatement/removal process, consistent with Liberty Report recommendation 2;[8] removing a PID that has never had payments; combining some services and elements into single categories; removing some services and elements that have always had very low activity; and updating several PIDs to reflect a change in gateways (as I explain later). These changes are summarized in Table 3 below:

[8] Liberty Report, pages 4 and 86.

Table 3 - Qwest Proposals for Simplification in QPAP II

1. Reduce Disaggregations: Combine or collapse sub-measurements within PIDs			
OP-3	Installation Commitments Met	MR-4	Service Affecting Troubles Cleared within 48 hours
OP -4	Installation Interval	MR-5	Troubles Cleared within 4 hours
OP -5	New Service Quality	MR -6	Mean Time to Restore
OP-6	Delayed Days	MR-7	Repair Repeat Report Rate
MR-3	Out of Service Cleared within 24 hrs		
2. Remove PIDs not in QPAP: Remove from PID some measurements not designated to trigger payments			
PO-4C	LSRs Rejected (faxed)	DB-1	Time to Update Databases
PO-15	Number of Due Date Changes per Order	DB-2	Accurate Database Updates
PO-19	Stand-Alone Test Environment Accuracy	DA-1	Speed of Answer – Directory Assistance
OP-15	Interval for Pending Orders Delayed	OS-1	Speed of Answer – Operator Services
MR-9	Repair Appointments Met	CP-1	Collocation Completion Interval
BI-2	Invoices Delivered within 10 Days		
3. Remove Some PIDs in Reinstatement/Removal Process from QPAP: Remove some PIDs currently in the reinstatement/removal process that have never required reinstatement (continue to report as PIDs)			
GA-7	Timely Outage Resolution following Software Releases	PO-16	Timely Release Notifications
PO-3C	LSR Rejection Notice Interval (faxed)	OP-17B	Timeliness of LNP Disconnects (assoc. w/untimely CLEC requests)
PO-5C	Firm Order Confirmations (FOCs) On Time (faxed)	NP-1	Trunk Blocking
PO-8D	Jeopardy Notice Interval	BI-4	Billing Completeness
PO-9D	Timely Jeopardy Notices (UNE-P (POTS))		
4. Add Some PIDs to Reinstatement/Removal Process			
PO-9A, B, & C	Timely Jeopardy Notices	CP-2	Collocations Completed in Scheduled Intervals
PO-20	Manual Service Order Accuracy	CP-4	Collocation Feasibility Study Commitments Met
5. Remove from PID/QPAP a measurement that has never generated payments			
PO-1	Pre-Order/Order Response Times		
6. Combine service/element categories			
• Provisioning (OP) and Repair (MR) PIDs: ◆ Resale non-residential services (Centrex, Centrex 21, and PBX); ◆ Resale digital services (Basic ISDN, Primary ISDN, DS0, DS1, and Frame Relay); • Jeopardy Notice PIDs: ◆ Combine Non-designed Services and Unbundled Loops into one reporting category ◆ Make LIS trunks diagnostic and remove UNE-P (POTS)			
7. Remove services/elements with very low activity			
• UDIT above DS1 • Line Sharing • Loop Splitting		• Unbundled Loops-DS3 and Above • Dark Fiber; and UNE-P (POTS)	
8. Modify PIDs for XML replacing EDI, streamlining definitions as done in states having implemented			
Create GA-8 PID (XML Gateway Availability) and modify the following PIDs to replace EDI with XML:			
PO-2	Electronic Flow-through	PO-6	Work Completion Notification Timeliness
PO-3	LSR Rejection Notice Interval	PO-7	Billing Completion Notification Timeliness
PO-4	LSRs Rejected	PO-20	Manual Service Order Accuracy
PO-5	Firm Order Confirmations on Time		

Q. DOES QPAP II ELIMINATE WHOLESALE PERFORMANCE ASSURANCE FOR IDAHO CLECS WHO HAVE ADOPTED THE CURRENT PAP?

A. Far from it. QPAP II continues the same Tier-1,

performance-based, self-executing payment provisions that exist in the current QPAP and applies them to a streamlined structure of services, elements, and PIDs. And, as I mentioned, the proposed QPAP also includes an additional incentive in the form of performance credits that are earned by performance that is significantly better than the established standards.

Payment Increments, Performance Credits and Payment Structure

Q. YOU HAVE STATED THAT QPAP II WILL PROVIDE ADDITIONAL ECONOMIC INCENTIVES FOR PERFORMANCE, IN WHAT WAY ARE THE PERFORMANCE CREDITS AN INCENTIVE TO QWEST?

A. Performance credits are generated when Qwest provides superior performance, relative to established standards. Thus, if Qwest fails to satisfy standards, it has the opportunity in the ensuing months or across multiple services in the same categories to offset potential payments with superior performance. Performance credits not only provide an incentive to provide superior performance, but also resolve Qwest's concern about the one-sided nature of the current QPAP by taking into account both nonconforming and superior performance before assessing payments.

Q. HOW WILL PAYMENTS BE CALCULATED UNDER QPAP II?

A. Payment increments and performance credits will be calculated for EACH CLEC on a monthly basis and reported on a

quarterly basis, and payments will be assessed on an annual basis. In this way, there is still a consequence for every CLEC-specific performance dimension that exists in the current QPAP.

Q. HOW WILL PAYMENT INCREMENTS BE DETERMINED?

A. Payment increments will be determined in the same way that payments are determined under the current QPAP, including applicable statistical procedures, per-occurrence dollar levels and escalations. The only difference is that, instead of immediately triggering an actual payment each month, the payment increments identify amounts that may result in a payment to the extent they exceed the sum of offsetting performance credits in a given year.

Q. HOW WOULD PERFORMANCE CREDIT PROVISIONS WORK?

A. Performance credits would only be earned where statistical analyses showed the performance to be significantly better than standard -- as a mirror image, so to speak, of the process by which payment increments are generated for performance that is worse than standard. As I have testified, the thresholds for incurring a payment increment or earning a performance credit are based on the same statistical thresholds for determining significance as used in the current QPAP. Further, performance credit amounts are calculated using the same dollar increments and escalation rules as the payment increments.

Q. WOULD PERFORMANCE CREDITS BE APPLIED ACROSS THE BOARD AGAINST ALL PAYMENT INCREMENTS?

A. No. Qwest proposes to divide the process into three categories: "Analog," "Digital," and "CLEC." Performance credits would be made against payment increments only among metrics, services, and elements within the same category and for the same CLEC. Thus, a performance "success" in the "Analog" category would not be allowed to offset a performance "failure" in the "Digital" category or in the "CLEC" category.

Q. PLEASE DESCRIBE THE ANALOG CATEGORY IN MORE DETAIL.

A. The Analog category consists of provisioning and repair measurements for services and elements that use or are typically associated with services on analog-capable lines, or equivalent.

Specifically, the Analog category addresses the following services and elements:

- Resale residential single line service
- Resale business single line service
- Resale non-residential services (including Centrex, Centrex 21, and PBX[9] trunks)
- Line Splitting and Sub-loop Unbundling

Q. PLEASE DESCRIBE THE DIGITAL CATEGORY IN MORE DETAIL.

A. The Digital category consists of provisioning and repair measurements for services and elements that use digital technology or are designed to be capable of supporting specified digital service.

Specifically, the Digital category addresses the following services and elements:

- Resale digital services (including Basic ISDN, Primary ISDN, DS0, DS1, and Frame Relay)
- Unbundled digital-capable Loops (2- & 4-wire non-loaded, ISDN-capable, ADSL-capable, xDSL-I capable)
- Unbundled DS1-capable Loops
- Enhanced Extended Loops (both DS0 and DS1 levels)
- Unbundled Dedicated Interoffice Transport-DS1 (UDIT-DS1)

Q. WHAT IS COMMON BETWEEN THE ANALOG AND DIGITAL CATEGORIES AND HOW DOES THAT CONTRAST WITH THE CLEC CATEGORY?

A. The Analog and Digital categories contain metrics for performance that can most directly affect end-user customers. In contrast, the "CLEC" category addresses performance dimensions that could be considered to be "back office" items that do not typically have direct impact on end-user customers but may have impact on CLEC internal operations. Further, the CLEC category is not defined by product

[9] "PBX" stands for "Private Branch Exchange" and refers to trunks that

listings, but rather by specified measurements.

Thus while the Analog and Digital categories contain the provisioning and repair measurements, the CLEC category contains all other payment- or credit-triggering metrics including the performance dimensions of pre-order, billing, and collocation.

Q. WOULD EVERY MEASUREMENT WITH PERFORMANCE ABOVE STANDARD CREATE A PERFORMANCE CREDIT?

A. No, only those measurements where performance is significantly better than standard, statistically, would be eligible for a performance credit. Those PIDs where performance substantially meets the standard (i.e., neither nonconforming nor superior) are considered in the range of statistically "equal" performance where no payment is incurred and no performance credit earned.

Q. HOW WILL THE PERFORMANCE CREDITS BE IMPLEMENTED AGAINST THE PAYMENT INCREMENTS?

A. Each month, every payment-eligible measurement will trigger a payment increment, a performance credit, or neither (where performance levels are not significantly different). These determinations will be based on the same rules that exist in the current QPAP for Tier 1 measurements, with the added provision that performance credits will be determined

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provide access for private, on-premises switches to the public switched telephone network (PSTN).

by applying the rules "in reverse." Within each of the three categories on a per-CLEC basis, the payment increments will be summed, and the performance credits will be summed. This will be repeated each month throughout the calendar year. Then, at the end of the year, the sum of all the months' performance credits will be subtracted from the sum of all the months' payment increments, and a net amount thus determined for each category for each CLEC. Where the year's sum of payment increments is greater than the year's sum of performance credits within a given category, a payment credit will be payable to the CLEC for that category. Where the reverse is true, no payment will be due for the category.

Q. HOW WILL ANY NET PAYMENTS DUE BE MADE TO CLECS?

A. Payments will be credited to CLECs using the same methods and procedures as under the current QPAP, except that they will be made annually, rather than monthly. The reason for annual versus monthly payments is to allow for the netting of payment increments and performance credits throughout the year.

Q. DOES QPAP II'S MODIFIED PAYMENT STRUCTURE AMELIORATE QWEST'S SECOND CONCERN REGARDING PAYMENT LEVELS?

A. Yes. Qwest's second concern arises from the fact that over the life of the QPAP since 2003 on a region-wide basis Qwest has paid many millions of dollars in payments - even though the proportion of PIDs triggering the payments was

less than 3 percent and even though there was not even so much as a claim of systemic discrimination or backsliding from section 271 standards of market openness. This is evidence of the one-sided nature of the QPAP, as I have explained. In short, such excellent overall performance should not have triggered such high payments.

However, Qwest believes that by modifying the QPAP to consider Qwest's whole performance picture, the resulting Plan will fairly determine the payment consequences, even with the existing payment increments and escalation provisions that pertain to Tier 1 payments.

Tier 2 and Minimum Payments

Q. WILL MINIMUM PAYMENTS OR TIER 2 PAYMENTS APPLY?

A. No. QPAP II only retains the performance-based Tier 1 provisions of the current QPAP and eliminates the "minimum" payments provisions that were originally included in the PAP for very small and start-up competitors in order to let the market mature.

Q. WHY IS IT APPROPRIATE TO NOT RETAIN TIER 2 AND MINIMUM PAYMENTS?

A. Provisions for Tier 2 payments and minimum payments are no longer needed. Originally, they were put in place as an additional incentive over and above what would be paid to CLECs and for developing markets. Now, seven years after

QPAP originally became effective, the markets are irreversibly open and mature. There is no longer a basis to seek to increase QPAP payments to provide a greater incentive to maintain the level of market openness attained in 2003; the industry has moved well beyond that need. This is particularly true in light of what I have said about how very few PIDs experienced nonconforming performance. Where nonconforming performance occurred, affected CLECs received Tier 1 payments and the incentive created by those penalties will continue under QPAP II.

Q. OTHER THAN POTENTIALLY REDUCING THE AMOUNT THAT QWEST MAY HAVE TO PAY TO CLECS, HOW DO THESE CHANGES IMPROVE THE QPAP?

A. These changed allow QPAP II to reward superior service, thus providing a new economic incentive. In so doing it ameliorates one of Qwest's key concerns through balancing the way payments are ultimately determined, taking into account both nonconforming and superior service. In addition, this change is consistent with what I have witnessed in terms of CLECs being more interest in receiving good service than in receiving payments.

Measurement Streamlining

Q. WITH REGARD TO QWEST'S THIRD CONCERN AS TO THE UNNECESSARY COMPLEXITY AND VOLUME OF PID MEASUREMENTS, HOW DOES QPAP II STREAMLINE THE MEASUREMENTS?

A. Overall, QPAP II streamlines both the PIDs and service/element categories. It streamlines PIDs by combining what have proven to be unnecessary disaggregations into a single PID and removing PIDs that are either in the current Exhibit B list but are not included among PIDs that are allowed to trigger payments in the current QPAP, or are no longer material to the purpose of QPAP. QPAP II also moves some PIDs into the "reinstatement/removal process" and converts others to diagnostic measures because, historically, they have not produced payments to any significant degree. Finally, QPAP II streamlines product categories by combining the reporting for similar products or processes into one product category and removing products that have very low activity levels - particularly those already removed from the QPAP payment process by other prior changes.

Several of these proposals are consistent with recommendations made in the Liberty Report and/or are of a nature that Qwest believes should be acceptable to CLECs.

Q. WHAT IS THE OVERALL EXTENT OF STREAMLINING ACHIEVED BY QPAP II?

A. In the current QPAP, there are over 350 PIDs at the

lowest levels of disaggregation that can generate payments each month in Idaho and that are showing activity (based on December 2009). Under QPAP II, this would reduce to about 170 PIDs - a reduction of approximately 53 percent. The large majority (about three-quarters) of this reduction comes from combining products into fewer reporting categories and reducing the number of PID disaggregations. This means the vast majority of services, elements, and performance dimensions continue to be addressed in QPAP II.

Q. PLEASE DESCRIBE IN MORE DETAIL HOW QPAP II PROPOSES TO ELIMINATE UNNECESSARY DISAGGREGATIONS FROM MEASUREMENTS.

A. Provisioning and repair measurements that address timeliness for performance are currently disaggregated into sub-categories for geographic differences (i.e., MSA/Non-MSA or Zone 1/Zone 2)[10] and for dispatched/non-dispatched status (which latter distinctions apply only to the MSA and Non-MSA categories). Thus, the provisioning and repair timeliness measurements each currently have five geographic-related disaggregations. Under these disaggregation schemes, all services or elements either fit under the MSA/Non-MSA/Dispatch/Non-dispatch disaggregations or under the Zone 1/Zone 2 disaggregations. Such disaggregations were originally instituted, because the parties participating in

negotiations that developed the PIDs did not know whether or to what extent such dimensions as dispatch/non-dispatch or urban/rural (as might be represented by MSA/Non-MSA or Zone 1/Zone 2) would distort the parity comparisons required in most PID standards. In the seven years since the PIDs began, these distinctions have not been found to be significant.

Q. ARE THERE STEPS THAT NEED TO BE TAKEN, MATHEMATICALLY OR STATISTICALLY, TO ASSURE THAT THE COMBINING OF THESE DISAGGREGATIONS OR SUB-MEASURES DOES NOT INJECT ERRORS INTO THE RESULTS?

A. Yes, Qwest proposes to combine these multiple disaggregations into fewer measurements by statistically "weighting" their individual contribution to the streamlined results. Accordingly, in the QPAP II's Attachment 1 PIDs (Qwest Exhibit 1, Attachment 1), the concept of "statistically weighted" is reflected in the descriptions of standards in the affected parity PIDs. Using this approach, streamlining simplicity is obtained and nothing is lost in terms of accuracy.

Q. PLEASE IDENTIFY THE PIDS THAT ARE MODIFIED AS PART OF QPAP II'S STREAMLINING.

A. QPAP II combines all of the geographic/dispatch/non-

[10] "MSA" stands for "Metropolitan Statistical Area." "Zone 1" and "Zone 2" represent geographic designations that were supposed to roughly

dispatch dimensions into one measurement for each provisioning and repair measurement as applied to each product category. Table 4 below summarizes these modifications:

Table 4 – PID Reporting Streamlining

PID	Current QPAP PID Disaggregations		QPAP II (Streamlined)
OP-3: Installation Commitments Met	OP-3A: Dispatches within MSAs OP-3B: Dispatches outside MSAs OP-3C: Non-dispatched	OP-3D: Zone 1 OP-3E: Zone 2	OP-3
OP-4: Installation Interval	OP-4A: Dispatches within MSAs OP-4B: Dispatches outside MSAs OP-4C: Non-dispatched	OP-4D: Zone 1 OP-4E: Zone 2	OP-4
OP-6: Delayed Days	OP-6-1: Dispatches within MSAs OP-6-2: Dispatches outside MSAs OP-6-3: Non-dispatched	OP-6-4: Zone 1 OP-6-5: Zone 2	OP-6
MR-3: Out of Service Cleared within 24 Hours; and MR-5: Troubles Cleared within 4 Hours[11]	MR-3A: Dispatches within MSAs MR-3B: Dispatches outside MSAs MR-3C: Non-dispatched	MR-3D: Zone 1 MR-3E: Zone 2	MR-3/5
	MR-5A: Dispatches within MSAs MR-5B: Dispatches outside MSAs MR-5C: Non-dispatched	MR-5D: Zone 1 MR-5E: Zone 2	
MR-4: All Troubles Cleared within 48 Hours	MR-4A: Dispatches within MSAs MR-4B: Dispatches outside MSAs MR-4C: Non-dispatched	MR-4D: Zone 1 MR-4E: Zone 2	MR-4
MR-6: Mean Time to Restore	MR-6A: Dispatches within MSAs MR-6B: Dispatches outside MSAs MR-6C: Non-dispatched	MR-6D: Zone 1 MR-6E: Zone 2	MR-6
MR-7: Repair Repeat Reports	MR-7A: Dispatches within MSAs MR-7B: Dispatches outside MSAs MR-7C: Non-dispatched	MR-7D: Zone 1 MR-7E: Zone 2	MR-7

Q. WHAT IMPACTS WILL THE PROPOSED COMBINATIONS OF PID DISAGGREGATIONS HAVE?

A. These streamlining proposals will have no adverse impact on CLECs and some advantages. CLECs will continue to have

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approximate urban and rural areas, respectively.

[11] The MR-4 proposal also includes changing the title of the measurement to focus only on troubles that are not out of service, but that are "service affecting" (such as static on the line). This is consistent with

visibility to all the PID information they need about services and elements they order. All the orders and trouble tickets that were counted under the previous disaggregations will continue to be measured. Advantages will arise from the fact that, in some cases where retail analogue volumes were too small to create a good statistical comparison, the combined disaggregations will allow for more volumes.

Q. HOW DO THESE RECOMMENDATIONS FOR CHANGES TO THE PIDS COMPARE WITH THOSE MADE BY LIBERTY CONSULTING IN ITS REPORT?

A. Overall, in streamlining PIDs and products, QPAP II adopts portions of five of the eight Idaho-applicable recommendations made by Liberty Consulting Group ("Liberty") in its Report[12] of June 30, 2009, and reports the streamlined measurements for the life of the plan. These Liberty recommendations include portions or aspects of Recommendations 1, 2, 4, 5, and 7.[13] These proposals are described in more detail below.

Q. IN DOING THIS, IS QWEST WITHDRAWING ITS PRIOR OPPOSITION TO THE LIBERTY REPORT?

A. No. Qwest continues to object to the basis upon which the Liberty Report was conducted and takes serious issue with the relevance and basis of many of the findings and

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Liberty Report Recommendation 5 (pages 6 and 88), the portion dealing with MR-4.

[12] *Analysis of Qwest's Performance Assurance Plans - Final Report*, June 30, 2009, The Liberty Consulting Group (hereinafter, "Liberty Report").

[13] *Ibid.*, pp. 5-6.

conclusions. However, the modifications we propose in QPAP II make it possible for Qwest to accept some of the streamlining outcomes suggested by the Liberty Report.

Q. WHAT LIBERTY REPORT RECOMMENDATIONS DO YOUR PROPOSALS FOR STREAMLINING PIDS ADDRESS?

A. The above simplifications address portions of two recommendations from the Liberty Report, numbers 1 and 5.[14] Recommendation number 1 suggests introducing a new aggregation mechanism to minimize low-volume tests in determining payments. The above proposals approach the volume issue by aggregating numerous sub-measurements into one measurement, combining the volumes from those individual sub-measurements. Among other things, Recommendation 5 suggests changing MR-4 to focus it solely on troubles that are only "service affecting," meaning that the measure would be limited to those troubles, such as static on the line, that are reported as a trouble but do not cause the line to be out of service. This removes an overlap between MR-4 and MR-3 (Out of Service Troubles Cleared within 24 hours) and MR-5 (Troubles Cleared within 4 hours).

Q. PLEASE EXPLAIN WHY SOME MEASUREMENTS THAT ARE INCLUDED THE PIDS WERE NOT ALLOWED TO TRIGGER PAYMENTS IN THE CURRENT QPAP AND WHY THOSE MEASUREMENTS SHOULD NOW BE REMOVED.

[14] Liberty Report, Recommendation 1 (pages 5 and 85) and Recommendation 5 (pages 6 and 88-89)

A. Some measurements are reported under the PIDs, but they are not listed in the current QPAP, meaning that they are not subject to QPAP payments. These measurements were included in the PIDs, but not in the QPAP, because they did not rise to the same level of attention as other PIDs that were subjected to payment consequences. In some cases, other PIDs were deemed to sufficiently cover the same or similar performance dimensions as these PIDs. They have never had performance problems that generated CLEC complaints. Accordingly, Qwest proposes that these measurements be eliminated from reporting under the PIDs in QPAP II:

- LSRs Rejected (Faxed Orders)(PO-4C)
- Number of Due Date Changes per Order (PO-15)
- Stand-Alone Test Environment Accuracy (PO-19)
- Pending Orders Delayed Past Due Date (OP-15)
- Repair Appointments Met (MR-9)
- Invoices Delivered within 10 Days (BI-2)
- Database Updates (DB-1 Time to Update Databases and DB-2 Accurate Database Updates)
- Directory Assistance (DA-1 Speed of Answer)
- Operator Services (OS-1 Speed of Answer)
- Collocation (CP-1 Collocation Completion Interval)[15]

[15] Other collocation PIDs, CP-2 (Collocations Completed within Scheduled Intervals) and CP-4 (Collocation Feasibility Study Commitments Met) will continue to be reported.

Q. WHAT ARE QWEST'S PROPOSALS REGARDING PIDS THAT ARE ALREADY IN THE REINSTATEMENT/REMOVAL PROCESS?

A. The following measurements are currently in the "reinstatement/removal" process.[16] In the more than two years since they were placed in that process, they have never required reinstatement. Qwest proposes to permanently remove these from the PIDs and QPAP II:[17]

- Resolution of Outages following Software Releases (GA-7): In addition to the fact that this PID has never required reinstatement, the impacts of the performance it measures is monitored by GA-1 (Gateway Availability) results.
- Billing Completeness (BI-4): In addition to the fact that this PID has never required reinstatement, the performance it measures is covered by the Billing Accuracy metric (BI-3).
- LSR Rejection Notice Interval (Faxed Orders)(PO-3C): This PID has never required reinstatement and is a minor sub-measurement of PO-3 that focuses only on faxed orders, which do not constitute a significant

[16] PIDs in the "reinstatement removal process," pursuant to section 3.2 of the current QPAP, "are not subject to the payment mechanisms of the PAP;" however, they may be reinstated if they do not conform to the standards for three consecutive months.

[17] Qwest also notes that the Liberty Report, in Section IV.C.1, "Review of Measures on the Reinstatement/Removal List," does not include these PIDs among those it believes should continue to be in the PAP via the Reinstatement/Removal process.

avenue for CLECs to submit local service requests.[18]

- Firm Order Confirmations On Time (Manual) (PO-5C): The vast majority of LSRs are not manually processed. This sub-measurement has never generated a payment in the history of QPAP in Idaho.
- Jeopardy Notice Interval-UNE-P(POTS)(PO-8D) and Timely Jeopardy Notices-UNE-P(POTS)(PO-9D): UNE-P(POTS) is no longer a service under section 251 or 271 of the Act.
- Timely Release Notifications (PO-16): This measurement has never generated a payment in the history of QPAP in Idaho.
- NXX Code Activation (NP-1): This measurement has never generated a payment in the history of QPAP in Idaho.
- Disconnect Timeliness for LNP Orders (for untimely requests)(OP-17B): This is a diagnostic sub-metric of the OP-17 measurement that focuses on performance relative to disconnect requests that were not timely submitted by CLECs.

Q. ARE THERE PIDS THAT QWEST PROPOSES ADDING TO THE "REINSTATEMENT/REMOVAL PROCESS"?

A. Yes. Qwest proposes that the following PIDs be removed from QPAP II payment provisions and made subject to the Reinstatement/Removal process. These were also recommended

[18] The proposal regarding PO-3C and faxed orders does not change or reduce CLECs ability to submit LSRs via fax. Rather, this proposal only

in the Liberty Report[19] for this treatment, as noted below:

- Timely Jeopardy Notices (PO-9): Since the beginning, this PID has generated only $9 in payments in Idaho.
- Manual Service Order Accuracy (PO-20): Since 2005, after Qwest put in place automated service order verification procedures, this PID has generated only $75 in payments in Idaho. Placing it in the Reinstatement/Removal process will maintain visibility to performance and if it is needed, this PID, like all that are placed in this category, may be reinstated.
- Collocations Completed within Scheduled Intervals (CP-2) and Collocation Feasibility Study Commitments Met (CP-4): These have never triggered payments.

Q. DOES QPAP II PROPOSE ADDING PIDS TO THE "DIAGNOSTIC" CATEGORY?

A. Yes. Qwest proposes that the following PIDs be designated as "diagnostic." If there exists a basis for addressing these dimensions (and Qwest believes there is not), they should be addressed in separate reciprocal agreements between CLEC and Qwest and not in QPAP, as I explain later in my testimony:

- Number Portability Timeliness (OP-8)
- Disconnect Timeliness for LNP[20] Orders (OP-17)

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recognizes that this particular dimension of service performance is not sufficiently significant to justify continued PID monitoring.

- LNP Trouble Reports Cleared Timely (MR-11)

Q. ARE THERE OTHER PIDS THAT QWEST PROPOSES TO EXCLUDE FROM QPAP II?

A. Yes. The Pre-Order/Order Response Times (PO-1) PID is based on test transactions, not on actual transactions. It has never generated QPAP payments. Systems necessary to support this performance dimension have long been in operation successfully. Going forward, the performance reported by gateway availability results (GA-1) monitors the relevant performance.

Service/Element Streamlining

Q. HOW IS QWEST PROPOSING TO STREAMLINE THE REPORTING OF SERVICES AND ELEMENTS UNDER QPAP II?

A. Qwest proposes to combine services and elements that are presently individually reported into combined categories and to remove services and elements with very low activity levels.

Q. PLEASE DESCRIBE THE PROPOSAL FOR COMBINING SIMILAR SERVICES/ELEMENTS OR PROCESSES INTO FEWER CATEGORIES.

A. Presently, individual services made available to CLECs are each reported separately in both the provisioning and repair measurements. In QPAP II, Qwest proposes reporting them in four categories:

[19] Liberty Report, Recommendation 2 pages 5 and 86.

- Resale residential single line service
- Resale business single line service
- Other Resale non-residential services (consisting of Centrex, Centrex 21, and PBX)
- Resale digital services (including Basic ISN, Primary ISDN, DS0, DS1, and Frame Relay)

In addition, Qwest proposes combining product categories measured by the jeopardy notification PIDs (PO-8 and PO-9) into fewer categories. Jeopardy notifications are issued when Qwest is able to determine that circumstances may prevent fulfillment of the due date (i.e., the due date is "in jeopardy" of not being met) and notifies the CLEC. Specifically, PO-8 and PO-9 currently report four product categories: Non-Designed Services, Unbundled Loops, LIS Trunks, and UNE-P (POTS). The first two, Non-Designed Services and Unbundled Loops, use similar notification processes, so Qwest proposes to combine them into one category. For LIS Trunks, Qwest proposes a diagnostic standard, for reasons I explain later. The latter category, UNE-P (POTS), is no longer in the QPAP, so Qwest proposes eliminating this category.

Q. PLEASE DESCRIBE YOUR PROPOSAL TO REMOVE PRODUCTS WITH VERY LOW ACTIVITY LEVELS.

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[20] Local Number Portability.

A. QPAP II proposes removing the following services and elements from the PIDs and QPAP:

- Unbundled Dedicated Interoffice Transport Above the DS1 level (UDIT Above DS1): Only eight were in service as of April 2010.
- Line Sharing: Only one has been in service for the 12 months ending with April 2010.
- Loop Splitting: No products have ever been purchased by CLECs in Idaho.
- Unbundled Loops-DS3 and Above (UBL-DS3): None have been in service for the 12 months ending in April 2010.
- Dark Fiber Loops and Interoffice (IOF): No Dark Fiber Loops are in service as of April 2010, and there are only two Dark Fiber Interoffice Facilities (IOF) in service.

Q. WHAT SERVICE CATEGORY DOES QWEST PROPOSE REMOVING FROM THE PIDS AND QPAP II?

A. Qwest proposes removing Unbundled Network Element-Platform (POTS) ("UNE-P (POTS)"). When the FCC removed the unbundled switching (an essential piece of UNE-P) Qwest was no longer required to offer UNE-P (POTS) under sections 251 and 271 of the Act. Accordingly, these services were moved to commercial agreements with CLECs, separate from their interconnection agreements. However, sixteen (16) remain in

service under the QPAP, which are the residue of lines in service before the above changes were made by the FCC.

Q. DO QWEST'S PROPOSALS FOR REMOVING CERTAIN SERVICES AND ELEMENTS FROM THE QPAP AFFECT THEIR AVAILABILITY TO CLECS?

A. No. Although these services have very low volumes (except for UNE-P), if a CLEC wishes to order them, their continued availability will be unaffected by the QPAP II taking effect. Furthermore, if a product is removed from the PAP, CLECs and Qwest can negotiate a commercial agreement that provides targets and monitoring for Qwest's performance, similar to what is currently done for UNE-P.

LNP and LIS Trunks

Q. DOES QPAP II PROPOSE A CHANGE FOR THE TREATMENT OF LOCAL NUMBER PORTABILITY (LNP) AND LOCAL INTERCONNECTION SERVICE (LIS) TRUNKS?

A. Yes. Under QPAP II, measurements that pertain to these two products will be treated as diagnostic and will not either trigger payment increments or service credits.

Q. WHY DOES QPAP II MAKE THIS PROPOSAL?

A. Local Number Portability (LNP) and Local Interconnection Service (LIS) trunks, by their very nature, are not suited for inclusion in a QPAP because they involve mutual or reciprocal obligations and impacts on both Qwest and CLECs that neither the current QPAP nor QPAP II is designed to

address. The Qwest's performance assurance plans are designed to address only Qwest obligations. Further, this reciprocal nature produces sufficient incentives for both Qwest and CLECs to perform well for LNP and LIS Trunks.

Q. PLEASE DESCRIBE THE MUTUAL/RECIPROCAL OBLIGATIONS AND IMPACTS ASSOCIATED WITH LNP.

A. LNP is the function of transferring an end-user customer's telephone number from one carrier to another. This would happen when customers choose to disconnect service from, say, Qwest and begin receiving their telephone service from a CLEC while keeping the same telephone number they had with Qwest. The reverse can also occur where customers with service from a CLEC choose to change their service to Qwest and keep the same telephone numbers.

As an example of mutual obligations and impacts, industry practice calls for transmitting a firm order confirmation (FOC)[21] to the co-carrier in a timely, accurate manner. CLEC performance can affect Qwest's ability to meet the standard, however, if the CLEC merely posts the FOC on a website and expects the co-carrier to "fish" for it or if the CLEC later post changes without notice. It is not feasible for the carrier requesting the number porting (Qwest, in this example) to know when such an FOC has been posted,

[21] An FOC is a notice sent from the carrier receiving the LNP request to the one sending the request, confirming that a due date has been assigned.

particularly when it represents a change. As a result, Qwest will not be able to respond at the correct time with its side of the number porting, and the customer may be adversely affected or even put out of service. This is contrary to industry practice and, while Qwest follows the industry practice, some CLECs do not.

In addition, accurate information is essential to correctly port a customer's number. Failing to provide accurate information could result in port delay or an early disconnection that takes a customer out of service entirely. Both Qwest and the CLEC must provide accurate information. However the QPAPs are not designed to hold both Qwest and CLECs responsible, and so CLECs are not held to an accuracy standard for LNP.

Similarly, LNP triggers must be set timely; the disconnection from the former carrier must happen later than the port completion, or a customer may be out of service. However, CLECs are not held to a timeliness standard for LNP.

Q. PLEASE DESCRIBE THE MUTUAL/RECIPROCAL OBLIGATIONS AND IMPACTS ASSOCIATED WITH LIS.

A. Interconnection is inherently a joint responsibility of carriers, because it constitutes the joining of two carriers' networks with facilities that permit the exchange of communications between customers of one network and customers of the other network. Joint forecasting is essential to the

timely planning capacity augmentations, cooperative ordering is important to avoid delays and unnecessary costs, and timely installation and turn-up are necessary to avoid dropped calls.

Again, the QPAP focuses only on Qwest's responsibilities and ignores the joint responsibility inherent in interconnection. QPAP does not require CLECs to produce measurements, although CLECs have operational support systems needed to conduct business and could produce data if necessary.

Because QPAP focuses only on Qwest performance, QPAP standards and payment consequences do not apply to CLECs, even though the CLECs' performance is as important to an effective competitive market and end user satisfaction as Qwest performance. Accordingly, a QPAP is not the appropriate tool for assuring performance for products involving joint carrier responsibilities and impacts.

Q. PLEASE EXPLAIN IN MORE DETAIL.

A. LIS Trunk forecasts address trunk needs that impact the switch capacity and facilities of both Qwest and CLECs. (Putting this into context, switch capacity growth requiring the addition of new switching modules can require six months to order and install, plus planning and budgeting time.)

Accordingly, to timely provide capacity, including engineering, ordering, installation, and make-ready

activities, CLECs must provide forecasting information to Qwest about orders that they will submit six to forty-eight months into the future. Then Qwest and CLECs must participate in joint planning meetings at either quarterly or semi-annual intervals per a specified schedule.

Failure of Qwest or CLECs to perform their responsibilities impacts the ability of both carriers to serve their customers well and to avoid incomplete calls. Thus, there exists not only a mutual impact and obligation, but also mutual incentives, via inherent consequences, to do this well.

Q. HOW DOES QWEST PROPOSE FOR THESE MUTUAL OBLIGATIONS TO BE APPROPRIATELY HANDLED?

A. Qwest believes there already exist sufficient incentives, in the form of the mutual/reciprocal obligations and impacts, to adequately address LNP and LIS Trunks without being addressed in the QPAP or in other ways. Nevertheless, Qwest believes that if there are to be performance standards with consequences pertaining to these kinds of services, they should apply to both Qwest and CLECs. However, since the QPAPs are not designed to operate with consequences for both Qwest and CLECs, these services should be addressed, if at all, in provisions that are mutual and reciprocal.

Q. WHAT IS QWEST'S PERFORMANCE RECORD WITH LNP AND LIS TRUNKS?

A. Qwest's performance has been excellent, generating no payments in Idaho since 2005 and less than $2,000 prior to that. Qwest is not concerned about its performance levels, only about the fairness of not also holding CLECs responsible, if there are to be any self-executing consequences associated with these services. Again, Qwest does not believe any self-executing consequences are called for.

Q. WILL QWEST'S PERFORMANCE FOR LNP AND LIS TRUNKS, IN THE VARIOUS PIDS THAT MEASURE THEM, CONTINUE TO BE REPORTED UNDER QPAP II.

A. Yes. The only change is that the standards would be moved into the "diagnostic" category under QPAP II. This will allow the CLECs and the Commission to monitor Qwest's side of the service for these products.

Other PID Proposals

Q. WHAT OTHER PID CHANGES DOES QWEST PROPOSE FOR QPAP II?

A. There are a few additional changes and refinements Qwest proposes in QPAP II, some of which are consistent with recommendations in the Liberty Report and one of which proposes an approach used in Colorado with regard to MR-8. These proposals include the following:

- Creating and modifying PIDs affected by the change

from the EDI interface to XML interface.[22] This implements Recommendation 7[23] of the Liberty Report in the same manner as implemented in other states where this has been done, and it involves:

- Defining a new PID, GA-8, to measure XML gateway availability (as defined in the GA-8 PID in Attachment 1 to QPAP II), and
- Modifying and, in some cases, simplifying, the following PIDs to replace references to EDI with XML: PO-2 (Electronic Flow-through), PO-3 (LSR Rejection Notice Interval), PO-4 (LSRs Rejected), PO-5 (Firm Order Confirmations on Time), PO-6 (Work Completion Notification Timeliness), PO-7 (Billing Completion Notification Timeliness), and PO-20 (Manual Service Order Accuracy).

- Refining the standards in the provisioning (OP-n) and Repair (MR-n) PIDs to resolve issues of retail analogues that do not have sufficient volumes and to support the previously-described combining of products into categories.
  - Specifically, "ISDN-BRI"[24] has been the retail analogue specified for 2-wire Non-loaded loops,

[22] EDI (Electronic Data Interchange) and XML (Extensible Markup Language) refer to computer-to-computer interfaces through which CLECs submit LSRs. Over the last few years, EDI has been replaced by XML.
[23] Liberty Report, pages 6 and 89.

ISDN-capable Loops, and ADSL-qualified Loops. However, it currently has very low volumes of activity, month to month. This situation was addressed in Liberty Report Recommendation 3.[25]

- Accordingly, in QPAP II Qwest proposes to use "Res and Bus POTS" as the retail analogue in the affected provisioning and repair PIDs, since these are 2-wire services and have sufficient volumes.

- In MR-8, various instances of disparity have been triggered in the past, particularly in states with higher volumes (such as Colorado, Minnesota, and Arizona), for reasons that were not related to discrimination. A workable solution to this issue, applying a mix of benchmark and parity standards, was reached via settlement in Colorado. Qwest proposes this solution for the Idaho QPAP II to avoid straining over meaningless differences while continuing to produce payment increments when differences between wholesale and retail performance are material. Qwest also proposes to apply the new retail analogue replacing ISDN-BRI in this MR-8 standard.

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[24] "Integrated Services Digital Network - Basic Rate Interface."
[25] Liberty Report, pages 5 and 87.

REMOVING QPAP FROM THE SGAT

Q. WHY DOES QWEST DESIRE TO REMOVE THE CURRENT QPAP FROM THE SGAT, WHILE MODIFYING IT IN EXISTING INTERCONNECTION AGREEMENTS?

A. With regard to the SGAT, this is simply an administrative clarification. Since the Commission approved the elimination of the SGAT earlier in this docket, there remains no SGAT for Exhibits B and K (the PIDs and QPAP) to be associated with. I would note that, just as the removal of the SGAT did not mean the elimination of interconnection agreements, neither would removing the PIDs and PAP from being associated with an SGAT mean the end of wholesale performance assurance plans. As I have explained, Qwest is willing to continue to provide wholesale performance assurance, by means of QPAP II. QPAP II's proposed modifications resolve the most serious shortcomings of the current QPAP and allow performance assurance to proceed on a more reasonable and fair basis. It is on this basis that Qwest is willing to continue providing wholesale performance assurance.

Q. IF THE QPAP WERE NO LONGER A FEATURE OF AN SGAT, WHERE WOULD IT HAVE ITS CONTINUATION?

A. Instead of being "in the SGAT," QPAP II would reside in interconnection agreements of CLECs who opt for it, as QPAP does today, as well as in Qwest's Wholesale Negotiations

Template for those CLECs who opt for QPAP II in the future.

Q. HOW WOULD QPAP II AFFECT EXISTING AGREEMENTS?

A. Existing interconnection agreements should be modified by operation of law to replace the current QPAP with QPAP II. Qwest proposes that this be accomplished through a Commission order pursuant to section 16.3 of the current QPAP. Qwest also will include QPAP II in its Wholesale Negotiations Template for the duration of the term of the Plan. Qwest Exhibit 1 contains the QPAP II document, which includes as Attachment 1 the streamlined PIDs that would, when fully implemented, replace the current PIDs (which have been known as Exhibit B in existing interconnection agreements).

CONCLUSION

Q. IN SUMMARY, TO WHAT EXTENT DOES QPAP II CONTINUE TO PROVIDE VISIBILITY TO QWEST'S WHOLESALE SERVICE PERFORMANCE LEVELS THAT ARE ADDRESSED BY THE CURRENT QPAP?

A. QPAP II retains visibility, through continued reporting of PID results, to nearly all the performance dimensions addressed by the current QPAP. The relatively few PIDs that QPAP II does not include are, as I have explained, no longer needed, either due to the fact that they are not in the current QPAP (i.e., not listed for triggering payments) or they have stayed in the reinstatement/removal process for some time and have never required reinstatement. Thus, in

terms of PIDs with activity or payment history, QPAP II continues to provide visibility to over 99 percent of the performance items.

Q. WHAT ABOUT THE STREAMLINING OF PID REPORTING DIMENSIONS AND COMBINATIONS OF SERVICES AND ELEMENTS INTO FEWER CATEGORIES? DOES THIS CAUSE LESS PERFORMANCE TO BE COVERED?

A. No. The combined measurements and categories of services and elements continue to cover the same performance areas, services, and elements that were covered when they were separate. The method of aggregating the reporting and the services/elements categories is done in a manner that gives weight to each combined item according to their volumes previous to the combinations. Thus, accuracy is preserved in the parity comparisons and the evaluations or performance against benchmarks.

Q. WHY SHOULD THE COMMISSION APPROVE QWEST'S PETITION TO REMOVE QPAP FROM THE SGAT AND TO REPLACE EXISTING AND FUTURE QPAPS WITH QPAP II?

A. First, there are already sufficient incentives in place to assure continued wholesale service quality. Qwest has demonstrated that we are committed to wholesale service quality. Qwest has both a legal obligation and a business reason to do so. Wholesale customers are an important source of revenue for Qwest, as it increasingly competes with cable, wireless and other technologies that may not use our network.

The evidence I have provided indicates that much larger incentives are at work. The data is irrefutable that Qwest has consistently demonstrated, and continues to demonstrate, its ability to provide excellent service to our CLEC customers. In addition, the conditions of the marketplace dictate that it is in Qwest's own best interest to continue to provide excellent service to CLECs, as opposed to poor service that may result in the ultimate consumers and their revenue streams leaving the Qwest network and migrating to cable, wireless or other technologies. No government-imposed structure is needed to force Qwest to do something that is inherently in its own best interest.

Second, the current QPAP has fulfilled its purpose. The QPAP was a mechanism put in place as a safety net at a time when there was uncertainty as to both Qwest's willingness and ability to deliver wholesale services on par with our retail services. At the same time, by its own provisions, the QPAP was never intended to be permanent. It was meant to provide a measure of certainty (financial penalties) in the event of Qwest's failure to deliver during this uncertain period.

Third, conditions have changed dramatically over the past seven years of the QPAP's operation. The market it was designed to help keep open is irreversibly open. The former uncertainty no longer exists.

Fourth, Qwest is willing to continue to provide

wholesale service assurance to our CLEC customers. Our intent is to do this through negotiated interconnection agreements. Qwest's template wholesale agreement is the basis for the beginning of those negotiations. In addition, the QPAP II, as outlined herein, will become an addition to that template agreement. Qwest has committed to keep the QPAP II in this form until December 31, 2013, at a minimum.

Fifth, in crafting its proposals, Qwest has applied lessons learned from several years of operation under the existing QPAP. These updates will streamline the plan while maintaining measurements that continue to represent the vast majority of products and services purchased by CLECs. The addition of performance credits will not only provide a fair balance to the plan, but also an even greater incentive than the original plan for Qwest to provide service to CLECs at or above benchmark or retail levels.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

Exhibit K

QWEST PERFORMANCE ASSURANCE PLAN II – IDAHO ("QPAP II")

1.0 INTRODUCTION, PLAN STRUCTURE, AND APPLICABILITY

1.1 Qwest and CLEC voluntarily agree to the terms of the following Qwest Performance Assurance Plan II ("QPAP II" or "Plan"), which modifies the Qwest Performance Assurance Plan ("QPAP" or "PAP") that originally became effective in 2003 in connection with Qwest's application for approval under Section 271 of the Telecommunications Act of 1996 ("Act") to offer in-region long distance service. Accordingly, QPAP II continues to focus on Section 271-related obligations of providing service to CLECs that is nondiscriminatory in comparison to services Qwest provides to itself or its retail customers and provides an incentive for Qwest to continue to deliver nondiscriminatory service.

1.2 QPAP II consists of performance indicator definitions ("PIDs", which are streamlined versions of the PIDs of the former QPAP), standards, reporting, and payment provisions that represent a continuation of PID-based "Tier 1"[1] payment provisions of the former QPAP, along with new provisions defining "performance credits." Together, payment increments and performance credits combine to define QPAP II payments payable to the CLEC.

1.3 QPAP II provisions apply to service performance dimensions, as specified herein, in connection with services and elements, also as specified herein, that Qwest provides to CLEC. CLEC is eligible for QPAP II payments to the extent that (1) CLEC provides local exchange services as defined in state statutes or regulations to customers located in the state, and (2) such local exchange services utilize services and elements provided to CLEC by Qwest pursuant to an interconnection agreement (ICA) which has been approved by the State Commission pursuant to Section 252 of the Act.

2.0 PERFORMANCE MEASUREMENTS AND REPORTING

2.1 Performance measurements are as defined in Attachment 1 – Performance Indicator Definitions.

2.2 Qwest will report CLEC PID results through website postings as described below, in accordance with the Attachment 1 definitions, on a monthly basis, by the first business day of the second calendar month following the reported month.

[1] Tier 1 payments of the former QPAP were paid to individual CLECs, as contrasted with Tier 2 payments that were paid into a special statewide fund.

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2.2.1 Statewide, combined-CLEC PID results (i.e., all CLECs' results aggregated) will be posted on a public Qwest website.

2.2.2 Individual, CLEC-specific, statewide PID results will be posted on a password-protected, Qwest website through which CLEC will have access to Qwest reports of said CLEC's individual performance results.

2.3 Upon QPAP II becoming effective and upon the Attachment 1 PIDs becoming fully implemented in Qwest's measurement systems, the Attachment 1 PIDs shall supersede and replace the PIDs in Exhibit B of the interconnection agreement.Any PIDs not yet fully implemented in accordance with Attachment 1 will be reported and treated under QPAP II provisions in accordance with the corresponding PIDs in Exhibit B. When all measurements in Attachment 1 are fully implemented, Exhibit B will be retired and no longer a part of the interconnection agreement.

2.4 PIDs governed by QPAP II are those contained in Attachment 1 and section 3.5.3 herein (or in Exhibit B of the interconnection agreement until their counterparts in Attachment 1 are fully implemented) and either (1) subject to QPAP II mechanisms, or (2) not subject to QPAP II mechanisms but subject to the Reinstatement/Removal Process set forth in section 2.5 below.

2.4.1 The following measures, which are listed in Attachment 1 or section 3.5.3 below, are not subject to the payment increment or performance credit mechanisms of QPAP II; however, they are subject to the PID Reinstatement/Removal Process. All other measures listed in Attachment 1 are subject to QPAP II mechanisms, but they are not subject to the PID Reinstatement/Removal Process.

- PO-3 LSR Rejection Notice Interval
- PO-7 Billing Completion Notification Timeliness
- PO-8 Jeopardy Notice Interval
- PO-20 Manual Service Order Accuracy
- BI-4 Billing Completeness
- NI-1 Trunk Blocking
- CP-2 Collocations Completed within Scheduled Intervals
- CP-4 Collocation Feasibility Study

2.4.2 PID Reinstatement/Removal Process: If Qwest's performance of the PIDs (at the lowest level of disaggregation – i.e., sub-measure or service/element level) listed in section 2.4.1 above does not conform to the established PID standard as set forth in the PIDs or QPAP II for three consecutive months, that PID will be reinstated (i.e., and be again subject to QPAP II mechanisms) subject to the retroactive payment increment provision of section 2.4.2.2 and subject to QPAP II payment increment or performance credit mechanisms effective in the first month following the three consecutive months. The determination of whether a PID is reinstated is made no

later than at the end of the second month following the third consecutive month of nonconforming performance. The PID will remain subject to QPAP II payment increment/performance credit mechanisms until Qwest's performance for that PID satisfies the established standards for three consecutive months. Effective the first month following such conforming performance, the PID will no longer be subject to QPAP II payment increment/performance credit mechanisms but will continue to be subject to the PID Reinstatement/Removal Process. The determination of whether a PID is removed from being subject to QPAP II mechanisms shall be made no later than the end of the second month following the third consecutive month of conforming performance. Where applicable elsewhere in QPAP II, this PID Reinstatement/Removal Process modifies other provisions and operates as follows:

2.4.2.1 Disaggregation and Reporting Levels: Performance will be evaluated at the lowest level of disaggregation defined in the Attachment 1 PIDs on a CLEC-aggregated or other-aggregated basis such that performance is evaluated for the purposes of administering the Reinstatement/Removal Process on a statewide or regionwide level, as applicable per the PID.

2.4.2.2 Retroactive payment increments: To calculate retroactive payment increments for the PIDs reinstated, QPAP II payment increment mechanisms will be applied to the three consecutive months in which the standard was missed, which triggered reinstatement. These retroactive payment increments will be generated effective in the month in which the PID is considered reinstated, which is the month following the one in which the service performance triggered reinstatement. Accordingly, in the annual process of netting payment increments and performance credits to determine the extent to which payments are due, retroactive payment increments associated with reinstatement of a PID will be netted with other payment increments and performance credits in the calendar year in which the PID is considered reinstated.

2.4.2.2.1 Accounting for Payments: In support of retroactive payment increments (section 2.4.2.2 above), Qwest will account separately for QPAP II payment increments that would have been applied to CLEC for a PID as though it had been subject to QPAP II payment increment mechanisms.

2.4.2.2.2 Interest: In the case of automatic reinstatement, retroactive payments will include interest calculated at the prime rate as reported in the Wall Street Journal from the date the payment would have been made (had the PID not been in "removed" status during the retroactive three-month period) to the date the payment is actually made (following the PID's reinstatement).

2.4.2.2.3 Tracking: At least quarterly, Qwest will track and report monthly PID and payment results for PIDs in "removed" status, including retroactive payment increments and also, for the period of "removed" status, avoided payment increments

and unused performance credits on PID-specific, CLEC-specific and statewide aggregate bases.

2.4.2.3 Public Website: Qwest will maintain a public website showing the reinstatement status (i.e., reinstated or removed) of each PID with respect to the applicability of QPAP II mechanisms, updated at least quarterly. This procedure eliminates any requirement to make filings with the Commission to modify QPAP II to reflect changes occasioned by application of the PID Reinstatement/Removal Process.

3.0 PAYMENT INCREMENTS AND PERFORMANCE CREDITS

3.1 Overview

3.1.1 QPAP II payments are determined annually by considering both (1) payment increments generated by "nonconforming" performance relative to PID standards and (2) "performance credits" (based conceptually on a reverse application of the same rules that initiate payment increments as further specified herein) generated by "superior" performance relative to PID standards.

3.1.1.1 The "net" of the payment increments minus the performance credits, applied on an individual CLEC basis annually in each of the three market categories, then summed together, constitutes the QPAP II payment that shall be made to CLEC. If this net amount is equal to or less than zero in a category, the QPAP II payment shall be zero for that category in that calendar year.

3.1.1.2 The calculation of payment increments, performance credits, and the resulting net QPAP II payments will be implemented on a quarterly basis (to provide interim indications of potential payment levels) and on an annual, calendar-year basis (to determine the QPAP II payment due). Both the quarterly interim calculations and the annual calculations will be made for each of the three categories of "Analog," "Digital," and "CLEC," as these categories are further defined herein, using the step-by-step procedures set forth in section 4.0 below.

3.2 Categories of Payment Increments and Performance Credits

3.2.1 QPAP II payments will be determined separately for each of three categories: Analog, Digital, and CLEC.

3.2.1.1 The Analog category consists of provisioning and repair PIDs for services and elements that use analog technology or the equivalent. This category includes the following services and elements as measured in the non-diagnostic repair and provisioning PIDs of Attachment 1:

- Resale residential single-line service
- Resale business single line service
- Line Splitting
- Analog Unbundled Loop

3.2.1.2 The Digital category consists of provisioning and repair PIDs for services and elements that use digital technology. This category includes the following services and elements as measured in the non-diagnostic repair and provisioning PIDs of Attachment 1:

- Resale DS1
- Unbundled Digital-capable Loops (incl. 2-Wire Non-loaded, 4-Wire Non-loaded, ISDN-capable, xDSL-I capable & ADSL-qualified Loops)
- Unbundled DS1-capable Loop
- Enhanced Extended Loops (EELs) – DS1 level
- UDIT – DS1 level

3.2.1.3 The CLEC category consists of services and elements that primarily address performance dimensions that may affect CLEC operations, but that typically do not directly affect the end-user customers of CLECs. This category includes the non-diagnostic Pre-Order, Billing, and Collocation PIDs of Attachment 1.

3.3 Determining Payment Increments and Performance Credits

3.3.1 Payment increments and performance credits are generated when Qwest's performance is, respectively, "nonconforming" or "superior" relative to standards defined in payment-eligible PIDs. There are two types of standards: parity standards and benchmark standards.

3.3.1.1 For parity standards, statistical procedures defined herein are used to determine whether performance is nonconforming or superior.

3.3.1.1.1 If the number of data points for both CLEC and retail analogue results is each greater than 30 for a given PID, the statistical procedures to be applied for identifying nonconforming and superior performance for PIDs with parity standards shall be the "modified z-test."

3.3.1.1.2 Where the number of data points is 30 or less (for either the CLEC or retail analogue results), a permutation test (for interval PIDs) or a proportions test (for percentage PIDs) shall be used for identifying nonconforming and superior performance for PIDs with parity standards. Hereafter, the term, "modified z-test," shall refer to either the modified z-test or to the permutation or proportions tests, as applicable.

3.3.1.1.3 The modified z-test shall evaluate the difference between two means (e.g., Qwest's performance for retail-analogue versus CLEC service or repair intervals) or between two percentages (e.g., Qwest's performance, expressed as percentages or proportions, for retail-analogue versus for CLEC service or repair). The purpose for this statistical evaluation is to determine statistically whether the results for retail analogue and CLEC performance are significantly worse for CLEC (i.e., nonconforming) or significantly better for CLEC (i.e., superior).

3.3.1.2 For benchmark standards, (1) nonconforming performance is determined on a "stare and compare" basis, *i.e.,* performance levels that are not equal to or better than the established benchmark constitute nonconforming performance, and (2) superior performance is determined on a statistical basis, using the same statistical procedures defined herein that apply to parity standards, except that, in the absence of a retail analogue, the variance used shall be the aggregate CLEC variance for the performance dimension being measured.

3.3.1.2.1 For benchmark standards, to identify superior performance, the modified z-test shall evaluate the difference between a CLEC result and a benchmark (e.g., Qwest's service or repair interval performance for CLEC compared to the benchmark).

3.3.1.2.2 The purpose for the statistical evaluation is to determine statistically whether Qwest's performance for CLEC is significantly better for CLEC (i.e., "superior"). (As specified above, nonconforming performance is identified on the basis of "stare and compare.")

3.3.1.3 For any PID result with a non-interval benchmark or with a parity standard, one allowable miss shall be applied if 100% performance would be required before the performance could be considered as other than nonconforming if, at the CLEC-aggregate level, (1) the performance standard is met, or (2) the CLEC-aggregate performance is conforming after applying one allowable miss to the aggregate result. For OP-5B, this provision for one allowable miss shall apply only if the number of orders with trouble in OP-5A is no more than one.

3.3.2 PIDs with Parity Standards

3.3.2.1 Payment increments shall be generated when the monthly performance results for PIDs with parity standards (whether the PIDs are reported in the form of means, percents, or proportions), at the equivalent level of disaggregation for both the CLEC results and the retail analogue results, are such that the calculated z-test statistics (hereafter "z-scores") are equal to or greater than the applicable critical-z values as listed in Table 1 below.

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3.3.2.2 Performance credits shall be generated when the monthly performance results for PIDs with parity standards (whether the PIDs are reported in the form of means, percents, or proportions), at the equivalent level of disaggregation for both the CLEC results and the retail analogue results, are such that the z-scores are less than (i.e., more negative than) the applicable critical-z values as listed in Table 1 below.

3.3.2.3 The formula for determining the z-score ("z") using the modified z-test is as follows:

$$z = DIFF / \sigma_{DIFF}$$

Where:

- $DIFF = M_{Retail\ Analogue} - M_{CLEC}$
- $M_{Retail\ Analogue}$ = Retail Analogue average or proportion
- M_{CLEC} = CLEC average or proportion
- σ_{DIFF} = square root $[\sigma^2_{Retail\ Analogue} (1/ n_{CLEC} + 1/ n_{Retail\ Analogue})]$
- $\sigma^2_{Retail\ Analogue}$ = calculated variance for Retail Analogue
- $n_{Retail\ Analogue}$ = number of observations or samples used in Retail Analogue PID result
- n_{CLEC} = number of observations or samples used in CLEC PID result

3.3.2.3.1 In calculating the difference between Retail Analogue and CLEC performance, the above formula applies when a larger Retail Analogue value indicates a better level of performance.

3.3.2.3.2 In cases where a smaller Retail Analogue value indicates a better level of performance, the DIFF portion of the above formula is reversed, i.e., $M_{CLEC} - M_{Retail\ Analogue}$.

3.3.2.4 Where a permutation test is applicable to be the statistical test, the following steps (or the equivalent, where accuracy is not adversely affected) will be used:

Step 1: Combine CLEC and Retail Analogue data into one set of pooled data.

Step 2: Using the modified z-test, calculate the z-score for the actual pooled arrangement of CLEC and Retail Analogue data (Z_A). If Z_A cannot be calculated, e.g., due to zero variance in the data, calculate instead the difference between the CLEC and Retail Analogue result (i.e., $DIFF_A$ as defined under the modified z-test formula above).

Step 3: Perform the following 1,000 times:

a. 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 Retail Analogue data set, i.e., $n_{Retail\ Analogue}$).

b. For this (each) sample, calculate and store the z-score (Z_S) or the DIFF ($DIFF_S$, for the sample).

Step 4: Count the number of times that Z_S or $DIFF_S$ (as applicable) among all the permutations of the data (i.e., the above 1,000 samples) was greater than Z_A or $DIFF_A$ (as applicable) for the actual pooled arrangement of CLEC and Retail Analogue data.

Step 5: Compute the fraction of permutations for which Z_S or $DIFF_S$ (as applicable) among all the permutations of the data was greater than Z_A or $DIFF_A$ (as applicable) for the actual pooled arrangement of CLEC and Retail Analogue data.

Step 6: Convert the Step 5 fraction into a z-score for the permutation test (Z_p) using a conversion function (such as NORMSINV in Microsoft Excel).

3.3.2.4.1 For payment increments, if Z_p is equal to or greater than the applicable critical-z value from Table 1 below, a payment increment is generated, subject to other applicable rules herein (e.g., one allowable miss provisions). If Z_p is less than the applicable critical-z value from Table 1, no payment increment is generated.

3.3.2.4.2 For performance credits, if Z_p is equal to or less than (i.e., at least or more negative than) the applicable critical-z value from Table 1, a performance credit is generated. If Z_p is greater than (i.e., less negative than) the applicable critical-z value from Table 1, no performance credit is generated.

3.3.2.5 Where a proportions test is applicable to be the statistical test, the following steps (or their equivalent, where accuracy is not adversely affected) will be used:

Step 1: Calculate the p-value using the following formula:

p-value = HYPGEOMDIST(a,b,c,d)

Where:

- HYPGEOMDIST = a hyper-geometric distribution callable function

- a = count of CLEC "successes" (i.e., standards met)
- b = CLEC denominator
- c = Count of CLEC and retail "successes" (i.e., standards met)
- d = sum of retail and CLEC denominator
- The count of "successes" is equal to the PID numerator when the PID is such that "higher is better," and equal to the denominator minus the numerator when "lower is better."

Step 2: Convert the p-value into a z-score for the proportions test (Z_p) using a statistical conversion function (such as "NORMSINV" in Microsoft Excel).

3.3.2.5.1 For payment increments, if Z_p is equal to or greater than the applicable critical-z value from Table 1 below, a payment increment is generated, subject to other applicable rules herein (e.g., one allowable miss provisions). If Z_p is less than the applicable critical-z value from Table 1, no payment increment is generated.

3.3.2.5.2 For performance credits, if Z_p is equal to or less than (i.e., at least or more negative than) the applicable critical-z value from Table 1, a performance credit is generated. If Z_p is greater than (i.e., less negative than) the applicable critical-z value from Table 1, no performance credit is generated.

3.3.3 PIDs with Benchmark Standards

3.3.3.1 Payment increments shall be generated when the monthly performance results for PIDs with benchmark standards do not equal or exceed the benchmarks, if a higher value means better performance, and when the monthly performance results do not equal or are not less than the benchmark, if a lower value means better performance.

3.3.3.2 Performance credits shall be generated when monthly performance results for PIDs with benchmark standards equals or exceeds the "Inverse benchmarks." The Inverse Benchmark is defined as the critical-z value (based on a 95 percent confidence interval) that is complementary to the benchmark (i.e., on the opposite "side" of Z = 0 from the benchmark specified in the Attachment 1 PID). Specifically, the magnitude of the Inverse Benchmark is equal to two times the statistical critical-z value (based on a 95 percent confidence interval for a one-tailed test) multiplied by the Standard Error of the CLEC data (σ_{CLEC}), as set forth the following formula:

$$\text{Inverse Benchmark} = \text{Benchmark} +/- 2 * \text{critical-z value} * \sigma_{CLEC}$$

Where:

- Benchmark = the existing benchmark for the service or element as set forth in the Attachment 1 PID
- "+/-" = "+" if "higher is better" and "-" if "lower is better"
- Critical-z value = 1.645
- σ_{CLEC} = aggregate CLEC standard deviation / (square root of the CLEC denominator)

3.4 Applicable Critical-Z values

3.4.1 The following table sets forth the critical-z values that apply to QPAP II statistical analyses, except as noted in the next sub-paragraph. The critical-z values are based on the monthly business volume of CLEC ("CLEC Volume" in Table 1) for the particular PID for which statistic testing is being performed. The monthly business volume of CLEC is equal to the CLEC denominator of the PID.

TABLE 1: APPLICABLE CRITICAL-Z VALUES

CLEC Volume (sample size)	For Payment Increments		For Performance Credits	
	UDIT-DS1, Resale DS1, and UBL-DS1	All Other	UDIT-DS1, Resale DS1, and UBL-DS1	All Other
1-10	1.04 *	1.645	-1.04 *	-1.645
11-150	1.645	1.645	-1.645	-1.645
151-300	2.0	2.0	-2.0	-2.0
301-600	2.7	2.7	-2.7	-2.7
601-3000	3.7	3.7	-3.7	-3.7
3001 and above	4.3	4.3	-4.3	-4.3

* The 1.04 applies for individual month testing for PIDs involving UDIT DS1, Resale DS1, or Unbundled DS1-capable Loops. The PIDs are OP-3, OP-4, OP-5, OP-6, MR-3/5, MR-7, and MR-8.

3.4.2 For purposes of determining consecutive month misses, 1.645 shall be used.

3.5 Dollar Levels, Escalations, and Caps

3.5.1 Table 2 below sets forth the dollar levels and per-PID caps for payment increments and performance credits. Also indicated are escalations in the dollar levels for consecutive months of nonconforming or superior performance.

3.5.1.1 The dollar levels applied in calculating payment increments and performance credits vary according to (1) the designation of PID as High, Medium, and Low as set forth in Attachment 2, and (2) the duration in months of the nonconforming or superior performance condition.

3.5.1.2 The effect of the duration of nonconforming or superior months of performance is reflected in two "escalation indicators," one indicator for payment increments and one indicator for performance credits, operating in parallel and both affected by each month's performance status of nonconforming, conforming, or superior.

3.5.1.2.1 Payment Increments Escalation Indicator: Each consecutive month of nonconforming performance increases the escalation indicator level for payment increments by one level (e.g., Month 1 to Month 2). Each month of conforming performance (including superior performance) decreases the escalation indicator level for performance credits by one level (e.g., Month 2 to Month 1). Month 1 is the lowest level. In months of nonconforming performance, payment increments will be generated at the per-occurrence dollar level indicated in Table 2 for the applicable escalation month (e.g., Month 1, Month 2, or ..., etc.).

3.5.1.2.2 Performance Credits Escalation Indicator: Each consecutive month of superior performance increases the escalation indicator level for performance credits by one level (e.g., Month 1 to Month 2). Each month of non-superior performance (including both conforming and nonconforming performance) decreases the escalation indicator level for performance credits by one level (e.g., Month 2 to Month 1). Month 1 is the lowest level. In months of superior performance, performance credits will be generated at the per-occurrence dollar level indicated in Table 2 for the applicable escalation month (e.g., Month 1, Month 2, or ..., etc.).

3.5.1.2.3 Months with Conforming Performance: In any month in which performance is solely conforming for a given PID (i.e., performance that is neither nonconforming nor superior), no payment increment or performance credit shall be generated for that month.

3.5.1.3 Per-PID Caps. Payment increments or performance credits generated for a single month shall not each exceed the amount listed in Table 2 below under "Per-PID Caps." If any PIDs are added to the following list at a later time, payment increments or performance credits generated in any given month shall be each capped at the amount set forth in Table 2 below under "Per-PID Caps." PIDs subject to per-PID caps are the following:

BI-1 Time to Provide Recorded Usage Records

BI-3 Billing Accuracy – Adjustments for Errors (except BI-3A, addressed in Table 2A below)

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BI-4 Billing Completeness

TABLE 2: DOLLAR LEVELS AND CAPS

Table 2 Per-Occurrence Dollar Levels							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	$150	$250	$500	$600	$700	$800	$100
Medium	$ 75	$150	$300	$400	$500	$600	$100
Low	$ 25	$ 50	$100	$200	$300	$400	$100
Table 2 Per-PID Caps							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000	$25,000
Medium	$10,000	$20,000	$30,000	$ 40,000	$ 50,000	$ 60,000	$10,000
Low	$ 5,000	$10,000	$15,000	$ 20,000	$ 25,000	$ 30,000	$ 5,000

3.5.2 For the BI-3A PID, the dollar levels for nonconforming or superior performance vary depending upon the Total Bill Adjustment Amount for CLEC. The applicable payment increment or performance credit is calculated using Table 2A below by multiplying the per occurrence dollar level times the number of occurrences based on the Total Bill Adjustment Amount,[2] capped at the amount shown in the table for that Total Bill Adjustment Amount. Accordingly, the escalation of payments for consecutive months as stated in Table 2 above does not apply to BI-3A.

TABLE 2A: PAYMENTS INCREMENTS FOR BI-3A

Total Bill Adjustment Amount	Per Occurrence Dollar Level	Cap
$0 - $0.99	$0	$0
$1 - $199.99	$1	$200
$200 - $999.99	$10	$5,000
$1,000 - $9,999.99	$10	$10,000
$10,000 - $49,999.99	$15	$15,000
$50,000 - $99,999.99	$20	$20,000
$100,000 and over	$25	$25,000

3.5.3 For collocation, CP-2 and CP-4 PIDs shall be relied upon for delineation of collocation business rules in defining the situations eligible for payment increments

[2] Total Bill Adjustment Amount is determined by subtracting the BI-3A numerator from the BI-3A denominator as defined in the BI-3 PID formula.

and performance credits. For purposes of calculating payment increments and performance credits, collocation jobs and collocation feasibility studies that are completed later than the due date shall have a per-day payment increment or performance credit applied according to Table 3 below.

3.5.3.1 The per-day amount will be applied as a payment increment for any collocation job in which the feasibility study is provided or the collocation installation is completed later than the scheduled date.

3.5.3.1 Correspondingly, the per-day amount will be applied as a performance credit for any collocation job in which the feasibility study is provided or the collocation installation is completed before (but not on) the scheduled due date.

3.5.3.3 The calculation of the payment increment or performance credit shall be performed by applying the per-day dollar increments as specified in Table 3. Thus, for days 1 through 10 late or early, respectively, the payment increment or performance credit is $150 per day. For days 11 through 20, the payment increment or performance credit is $300 per day and so on.

3.5.3.4 The dollar amount escalations set forth in Table 2 above do not apply to collocation performance or PIDs.

TABLE 3: COLLOCATION DOLLAR INCREMENTS

Days Late or Early	Completion Date	Feasibility Study
1 to 10 days	$150/day	$45/day
11 to 20 days	$300/day	$90/day
21 to 30 days	$450/day	$135/day
31 to 40 days	$600/day	$180/day
More than 40 days	$1,000/day	$300/day

4.0 STEP-BY-STEP CALCULATIONS

4.1 Payment increments

4.1.1 Nonconforming performance is identified in accordance with the above QPAP II sections and generates payment increments for the month in which the performance is reported pursuant to the Attachment 1 PIDs. Payment increments are calculated as described below and are summed within the three categories defined above (Analog, Digital, and CLEC), both quarterly (as a sub-total) and annually (to determine whether payments are due in each category and, if so, in what

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amount). PIDs with conforming or superior performance do not generate payment increments in the reporting months in which such performance exists.

4.1.2 PIDs Reported as Averages or Means – for each nonconforming PID:

Step 1: Determine the effective standard as follows:
Calculate the average or the mean that would yield the applicable critical-z value (per section 3.4 above). The same denominator as the one used in calculating the z-score for the PID shall be used. (For PIDs with benchmarks, the benchmark value is the effective standard.)

Step 2: Determine the percentage difference ("% diff") between the PID-reported average or mean and the Step 1 effective standard, via the following formula:

% diff = Absolute Value of [(CLEC PID result minus Effective Standard) / (Effective Standard)]

Note: "% diff" shall be capped 100%.

Step 3: Determine the payment increment generated as follows:

Payment Increment = Total number of data points (CLEC denominator) times the "% diff" and times the applicable per-occurrence dollar level from the Table 2 above.

4.1.3 PIDs Reported as Percentages, Ratios, or Proportions – for each nonconforming PID:

Step 1: Determine the effective standard as follows:
Calculate the percentage that would yield the applicable critical-z value (per section 3.4 above). The same denominator as the one used in calculating the z-score for the PID shall be used. (For PIDs with benchmarks, the benchmark value is the effective standard.)

Step 2: Determine the percentage difference ("% diff") between the PID-reported percentage result and the effective standard percentage via the following formula:

% diff = Absolute Value of [(Effective Standard minus CLEC PID result)/(Effective Standard)]

Note: "% diff" shall be capped 100%.

Step 3: Determine the payment increment generated as follows:

Payment Increment = Total number of data points (CLEC denominator) times the "% diff" and times the applicable per-occurrence dollar level from Table 2 above.

4.2 Performance credits

4.2.1 Superior performance is identified in accordance with the above QPAP II sections and generates performance credits for the month in which the performance is reported pursuant to the Attachment 1 PIDs. Performance credits are calculated as described below and are summed within the three categories defined above (Analog, Digital, and CLEC), both quarterly (as sub-totals for each PID and category) and annually (to determine whether payments are due in each category and, if so, in what amount). PIDs with conforming or nonconforming performance do not generate performance credits in the reporting months in which such performance exists.

4.2.2 PIDs Reported as Averages or Means – for each superior performance PID:

Step 1: Determine the effective superior performance threshold as follows: Calculate the average or the mean that would yield the applicable critical-z value (per section 3.4 above) for superior performance. The same denominator as the one used in calculating the z-score for the PID shall be used. (For PIDs with benchmarks, the benchmark value is the effective standard.)

Step 2: Determine the percentage difference ("% diff") between the PID-reported average or mean and the Step 1 effective superior performance threshold ("Superior Threshold"), via the following formula:

% diff = Absolute Value of [(Superior Threshold minus CLEC PID result)/(Superior Threshold)]

Note: "% diff" shall be capped 100%.

Step 3: Determine the performance credit generated as follows:

Performance Credit = Total number of data points (CLEC denominator) times the "% diff" and times the applicable per-occurrence dollar level from the Table 2 above.

4.2.3 PIDs Reported as Percentages, Ratios, or Proportions – for each superior performance PID:

Step 1: Determine the effective superior performance threshold as follows: Calculate the percentage that would yield the applicable critical-z value (per section 3.4 above) for superior performance. The same denominator as the one used in calculating the z-score for the PID shall be used. (For PIDs with benchmarks, the benchmark value is the effective standard.)

Step 2: Determine the percentage difference ("% diff") between the PID-reported percentage result and the superior threshold percentage

% diff = Absolute Value of [(Superior Threshold Percentage minus CLEC PID result)/(Superior Threshold Percentage)]

Note: "% diff" shall be capped 100%.

Step 3: Determine the performance credit generated as follows:

Performance Credit = Total number of data points (CLEC denominator) times the "% diff" and times the applicable per-occurrence dollar level from Table 2 above.

4.3 Annual Payment Calculations

4.3.1 Annually, within each of the categories of Analog, Digital, and CLEC, payment increments and performance credits shall be each summed and then netted against each other, payment increments minus performance credits, to determine the QPAP II payments payable to CLEC for each category. The following process or the equivalent will be used:

Step 1: For each of the three categories, sum the payment increments from all of the months in the calendar year.

Step 2: For each of the three categories, sum the performance credits from all of the months in the calendar year.

Step 3: For each of the three categories, subtract the sum of the performance credits from the sum of the payment increments. If the result is zero or negative in a given category, no payment is payable for that category. Otherwise, the result of this step is the payment payable to CLEC for the category.

Step 4: Sum the payments that were determined in Step 3 to be payable for the three categories. This represents the total payment payable to CLEC for all three categories for the calendar year.

5.0 PAYMENTS

5.1 Payments payable to CLEC shall be made annually, one month following the due date of the PID report for the final month in the calendar year for which payment is being made. Qwest will pay interest on any late payment or underpayment at the prime rate as reported in the Wall Street Journal. On any overpayment, Qwest is allowed to offset future payments by the amount of the overpayment plus interest at the prime rate.

5.2 Payment to CLEC shall be made via bill credits. Bill credits shall be identified on a summary format substantially similar to that used under the prior QPAP. To the extent that a payment owed to CLEC under QPAP II exceeds the amount owed to Qwest by CLEC on a monthly bill, Qwest will issue a check or wire transfer to CLEC in the amount of the overage.

5.3 Qwest shall not be liable for bill credits to CLEC until the state regulatory Commission has approved an interconnection agreement between CLEC and Qwest that adopts the provisions of this QPAP II.

5.4 For any month in which CLEC is past-due in paying undisputed or disputed Qwest amounts that exceed QPAP II payments payable under this Plan, Qwest may withhold bill credits under this Plan up to the level of CLEC past-due amount, without accumulating interest, until undisputed CLEC payments owed to Qwest are fully paid up to date or until disputed CLEC payments owed to Qwest are resolved and the appropriate amounts paid.

5.5 If for any reason Qwest has inadvertently or erroneously overpaid via bill credits to CLEC, Qwest may recover said overpayment either by reducing future bill credits by the amount of overpayment or by adjusting QPAP or QPAP II bill credits due for CLEC in any state(s) in which CLEC has an interconnection agreement.

6.0 LIMITATIONS

6.1 Qwest's agreement to implement this Plan – including without limitation its PID reporting – shall not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance.

6.2 By accepting QPAP II, CLEC agrees that Qwest's performance with respect to this Plan may not be used as an admission of liability or culpability for violation(s) of any state or federal law or regulation. CLEC may not use: a) the existence of this Plan; or b) Qwest's data shared in good faith under provisions of this Plan as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252. Qwest's conduct underlying its performance measures, however, is not rendered inadmissible solely by application of these terms.

6.2.1 Payments made pursuant to QPAP II are not intended to constitute penalties.

6.2.2 Application of the QPAP II payments provided for herein is not intended to foreclose other non-contractual legal and non-contractual regulatory claims and remedies, if any, that may be available to CLEC for service performance issues other than those addressed under QPAP II.

6.3 To elect QPAP II, CLEC must adopt the Plan in its entirety, in its interconnection agreement with Qwest, recognizing QPAP II as the sole agreement between Qwest and CLEC governing service performance assurance for the services or elements and service dimensions addressed by the Plan.

6.4 Qwest shall not be obligated to make payments for any PID if and to the extent that nonconformance for that PID standard was the result of any of the following: 1) with respect to PIDs with a benchmark standard, a Force Majeure event as defined in the interconnection agreement. Qwest will provide notice of the occurrence of a Force Majeure event within 72 hours of the time Qwest learns of the event or within a reasonable time frame that Qwest should have learned of it; 2) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with Qwest or under federal or state law; an act or omission by CLEC that is in bad faith (where examples of bad faith conduct include, but are not limited to: unreasonably holding service orders and/or applications, "dumping" orders or applications in unreasonably large batches, "dumping" orders, trouble reports, or applications at or near the close of a business day, on a Friday evening or prior to a holiday, and failing to provide timely forecasts to Qwest for services or facilities when such forecasts are explicitly required by interconnection agreement); 3) problems associated with third-party systems or equipment, which could not have been avoided by Qwest in the exercise of reasonable diligence, provided, however, that this third party exclusion will not be raised in the State more than three times within a calendar year. If a Force Majeure event or other excusing event recognized in this section merely suspends Qwest's ability to timely perform an activity subject to a PID that is measured as an interval, the applicable timeframe in which Qwest'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.

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6.4.1 Qwest will not be excused payments for any reason except as described in QPAP II and its attachments. Qwest will have the burden of demonstrating that its nonconformance with the PID standard was excused on one of the grounds described in this QPAP II. A party may petition the Commission to require Qwest to deposit disputed payments into an escrow account when the requesting party can show cause, such as grounds provided in the Uniform Commercial Code for cases of commercial uncertainty.

6.4.2 Notwithstanding any other provision of this QPAP II, Qwest shall not be excused for failing to provide such performance that Qwest could reasonably have been expected to deliver assuming that it had designed, implemented, staffed, provisioned, and otherwise provided for resources reasonably required to meet foreseeable volumes and patterns of demands upon its resources by CLECs.

6.5 QPAP II contains a comprehensive set of PIDs, payment provisions, and bill credit mechanisms that are designed to function together, and only together, as an integrated whole, applying the same Plan provisions for all CLECs that adopt QPAP II in the state. To elect QPAP II, CLEC must adopt QPAP II in its entirety, in its interconnection agreement with Qwest. By electing payment under QPAP II, CLEC waives any causes of action based on a contractual theory of liability, and any right of recovery under any other theory of liability (including but not limited to a state utility regulatory commission or Federal Communications Commission rule or order) to the extent such recovery is related to harm compensable under a contractual theory of liability (even though it is sought through a non-contractual claim, theory, or cause of action).

6.6 If for any reason CLEC is awarded compensation for the same harm for which it received payment under QPAP II (hereafter, "duplicate payment"), Qwest may adjust future payments under QPAP II to reverse the duplicate payment, unless the court or other adjudicatory body hearing such a claim offsets the damages resulting from such claim with QPAP II payments made for the same harm.

7.0 VOLUNTARY PLAN, PLAN TERM, PLAN REVIEW, AND ONGOING WHOLESALE SERVICE QUALITY ASSURANCE

7.1 Voluntary Offer: This Plan represents Qwest's voluntary offer to provide wholesale service quality performance assurance. Nothing in QPAP II or in any appearance or conclusion of nonconformance of Qwest's service performance with the standards defined in the Plan shall be construed to be, of itself, nonconformance with the Federal Telecommunications Act of 1996 (the "Act") or any other expressed or implied regulation, requirement, or standard.

7.2 Plan Term: Qwest's voluntary offer to incorporate this QPAP II in interconnection agreements extends through December 31, 2013 (the "Plan Term"). QPAP II shall remain in effect throughout the Plan Term as part of the

interconnection agreement. Qwest may voluntarily extend the Plan Term beyond December 31, 2013.

7.3 Plan Review: No more than nine months and no less than three months before the end of the Plan Term, unless Qwest voluntarily agrees to extend the Plan Term beyond December 31, 2013, Qwest will notify the Commission of its intention to terminate or modify the Plan, and the Commission may conduct a review to evaluate the future of performance assurance for the wholesale marketplace in the state.

7.3.1 Said review may be initiated after notification from Qwest (pursuant to 9.3 above) and before the end of the Plan Term. The review shall include Qwest and the Commission, and may include any interested CLEC providing local exchange services in Idaho under terms of an approved interconnection agreement with Qwest.

7.3.2 Said review may consider (a) Qwest's performance under QPAP II, addressing whether Qwest's overall performance has deteriorated from the performance levels in existence at the time the FCC granted Section 271 authority to Qwest, and (b) market openness as determined by available indicators of whether Qwest continues to satisfy Section 271 requirements under current law at the time of the review. Nothing in this section is intended to alter, impinge or encroach on the FCC's exclusive jurisdiction over Section 271 issues including continuing enforcement of Section 271 obligations.

7.4 Ongoing Wholesale Service Quality Assurance: Upon the expiration of the Plan Term, or later date if voluntarily extended by Qwest, Qwest will incorporate commercially-reasonable wholesale service quality assurance provisions in its Negotiations Template Agreement for wholesale services. Nothing in this section limits the rights of the parties under then current law, and based on the applicable jurisdiction, to seek arbitration of any related dispute, or relief from the FCC, with regard to specific terms and conditions.

8.0 DISPUTE RESOLUTION

For the purpose of resolving disputes over the meaning of the provisions of QPAP II and how they should be applied, the following provisions shall apply:

8.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format,

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M. Williams, Qwest
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frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

8.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence an action which will be brought before the Commission or the FCC based on the appropriate jurisdiction. If the claims are not within the jurisdiction or the scope of the statutory authority of the Commission or the FCC, or if the Party commencing the action seeks a judgment for money damages, including, but not limited to, payment of amounts billed, any action will be brought in the United States District Court for the District of Colorado if it has subject matter jurisdiction over the action, and if not, in the Denver District Court for the State of Colorado. The Parties agree that such courts have personal jurisdiction over them. Nothing in this section is intended to alter, impinge or encroach upon the exclusive jurisdiction of the FCC in regard to issues falling under the purview of Section 271 of the Act.

8.3 Waiver of Jury Trial and Class Action. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

8.4 No cause of action, including disputes raised pursuant to Section 5.4.4, regardless of the form, arising out of or relating to this Agreement, and in the absence of a statutorily-designated limitations period, may be brought by either Party more than two (2) years after the cause of action arises.

Exhibit K

ATTACHMENT 1: QPAP II – PERFORMANCE INDICATOR DEFINITIONS (PIDS)

Table of Contents

ELECTRONIC GATEWAY AVAILABILITY

GA-1 – Gateway Availability – IMA-GUI

<table>
<tr><td colspan="2">Purpose:
Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and one associated system, focusing on the extent they are actually available to CLECs.</td></tr>
<tr><td colspan="2">Description:
GA-1A: Measures the availability of the IMA-GUI (Interconnect Mediated Access-Graphical User Interface), and reports the percentage of Scheduled Availability Time the IMA-GUI interface is available for view and/or input.
GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-XML interface (see GA-8), and reports the percentage of scheduled time the SIA system is available. Scheduled availability times will be no less than the same hours as listed for IMA-GUI and IMA-XML.
• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
• Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.
• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, SIA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Percent</td></tr>
<tr><td>Reporting Comparisons: CLEC aggregate results</td><td>Disaggregation Reporting: Region-wide level.
Results will be reported as follows:
• GA-1A IMA Graphical User Interface Gateway
• GA-1D SIA system</td></tr>
<tr><td colspan="2">Formula:
([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100</td></tr>
<tr><td colspan="2">Exclusions: None</td></tr>
<tr><td>Services and Elements Reporting: None</td><td>Standard: 99.25 percent</td></tr>
<tr><td colspan="2">Notes:</td></tr>
</table>

GA-3 – Gateway Availability – EB-TA

Purpose: Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.		
Description: Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available. • Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html . • Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.		
Reporting Period: One month	**Unit of Measure:** Percent	
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.	
Formula: ([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability During Reporting Period]) x 100		
Exclusions: None		
Services and Elements Reporting: None	**Standard:**	99.25 percent
Notes:		

GA-4 – System Availability – EXACT

Purpose: Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs.	
Description: Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available. • Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. • Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.
Formula: ([Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability During Reporting Period]) x 100	
Exclusions: None	
Services and Elements Reporting: None	**Standard:** Diagnostic
Notes:	

GA-6 – Gateway Availability – GUI-Repair

Purpose:
Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.

Description:
Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.

- Scheduled Up Time" hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html .
- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:
[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100

Exclusions: None

Services and Elements Reporting: None	**Standard:** 99.25 percent

Notes:

GA-8 – Gateway Availability – IMA-XML

Purpose:
Evaluates the quality of CLEC access to the IMA-XML electronic gateway, focusing on the extent the gateway is actually available to CLECs.

Description:
Measures the availability of IMA-XML (Interconnect Mediated Access - Extensible Markup Language) interface and reports the percentage of scheduled availability time the IMA-XML Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.

- Scheduled Up Time hours for IMA-XML based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-XML), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level. (See GA-1D for reporting of SIA system availability.)

Formula:
([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100

Exclusions: None

Services and Elements Reporting: None	**Standard:** 99.25 percent

Notes:

PRE-ORDER/ORDER

PO-2 – Electronic Flow-through

Purpose:
Monitors the extent to which Qwest's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.

Description:
PO-2A – Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention.

- Includes all LSRs that are submitted electronically during the reporting period, subject to exclusions specified below.

PO-2B – Measures the percentage of all flow-through-eligible LSRs [NOTE 1] that flow from the specified electronic gateway interface to the SOP without any human intervention.

- Includes all flow-through-eligible LSRs that are submitted electronically during the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC	**Disaggregation Reporting:** Statewide level (per multi-state system serving the state).

Formula:

PO-2A = [(Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention) ÷ (Total Number of Electronic LSRs that pass through the Gateway Interface)] x 100

PO-2B = [(Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention) ÷ (Number of flow-through-eligible Electronic LSRs received through the Gateway Interface)] x 100

Exclusions:

- Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.
- Non-electronic LSRs (e.g., via fax or courier).
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Services and Elements Reporting:	**Standards:**	
• Resale • Unbundled Loops (with or without Local Number Portability) • Local Number Portability	**PO-2A**: Diagnostic	
	PO-2B:	
	Resale:	95%
	Unbundled Loops:	85%
	LNP:	95%

Notes:

1. The list of LSR types classified as eligible for flow through is contained in the "LSRs Eligible for Flow Through" matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process.
2. Existing gateways are GUI and XML. Future gateways will be reported after a (TBD) trial period.

PO-3 – LSR Rejection Notice Interval

<table>
<tr><td colspan="2">Purpose:
Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected.</td></tr>
<tr><td colspan="2">Description:
Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons.
Includes all LSRs submitted through the specified interface that are rejected during the reporting period.
Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in Qwest territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to Qwest question for clarification about the LSR.
Included in the interval is time required for efforts by Qwest to work with CLEC to avoid the necessity of rejecting the LSR.
With hours: minutes reporting, hours counted are business hours for manual rejects. Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers.</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure:
Hrs: Mins</td></tr>
<tr><td>Reporting Comparisons:
CLEC aggregate and individual CLEC results</td><td>Disaggregation Reporting: Statewide

PO-3X: LSRs received electronically via IMA-GUI or IMA-XML and rejected manually</td></tr>
<tr><td colspan="2">Formula:
Σ [(Date and time of Rejection Notice) – (Date and time of LSR receipt)] ÷ (Total number of LSR Rejection Notifications)</td></tr>
<tr><td colspan="2">Exclusions:
Records with invalid service/element (product) codes.
Records missing data essential to the calculation of the measurement.
Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
Invalid start/stop dates/times.</td></tr>
<tr><td>Services and Elements Reporting: Not applicable</td><td>Standards:
PO-3X: ≤ 12 business hours</td></tr>
<tr><td colspan="2">Notes:</td></tr>
</table>

PO-4 – LSRs Rejected

Purpose:
Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals.

Description:
Measures the percentage of LSRs rejected (returned to CLEC) for standard categories of errors/reasons.

- Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period.
- Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in Qwest territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to Qwest question for clarification about the LSR.

Reporting Period: One month	**Unit of Measure:** Percent of LSRs

Reporting Comparisons:	**Disaggregation Reporting:**
CLEC aggregate and individual CLEC results	Results for this indicator are reported according to the gateway interface used to submit the LSR: • PO-4A-1 LSRs received via IMA-GUI and rejected manually – Region wide • PO-4A-2 LSRs received via IMA-GUI and auto-rejected – Region wide • PO-4X-1 LSRs received via IMA-XML and rejected manually – Region wide • PO-4X-2 LSRs received via IMA-XML and auto-rejected – Region wide

Formula:
[(Total number of LSRs rejected via the specified method in the reporting period) ÷ (Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period)] x 100

Exclusions:

- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Services and Elements Reporting: Not applicable (reported by ordering interface).	**Standard:** Diagnostic

Notes:

PO-5 – Firm Order Confirmations (FOCs) On Time

Purpose:
Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.

Description:
Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under "Standards" below for FOC notifications.

- Includes all LSRs that are submitted through the specified interface that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC are not included.)
- For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest's response with a FOC notification (notification date and time).
- For PO-5B, and 5D, the interval measured is the period between the application date and time, as defined herein, and Qwest's response with a FOC notification (notification date and time).
- "Fully electronic" LSRs are those (1) that are received via IMA-GUI or IMA-XML, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to CLEC. NOTE 2
- "Electronic/manual" LSRs are received electronically via IMA-GUI or IMA-XML and involve manual processing.
- LSRs will be evaluated according to the FOC interval categories shown in the "Standards" section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level (per multi-state system serving the state).
CLEC aggregate and individual CLEC results	Results for this indicator are reported as follows: • PO-5A:* FOCs provided for fully electronic LSRs • PO-5B:* FOCs provided for electronic/manual LSRs * Each of the PO-5A, PO-5B measurements listed above will be further disaggregated as follows: (a) FOCs provided for Resale services (b) FOCs provided for Unbundled Loops & specified UNEs

Formula:
PO-5A = {[Count of LSRs for which the original FOC's "(FOC Notification Date & Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5B = {[Count of LSRs for which the original FOC's "(FOC Notification Date & Time) - (Application Date & Time)" is within the intervals specified for the service category involved] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Exclusions:

- LSRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the "Standards" section below, or service/request types, deemed to be projects.
- Hours on Weekends and holidays (except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Services and Elements Reporting:	**Standards:**	
For PO-5A & PO-5B: (a) Resale services (b) Unbundled Loops and specified UNE	• For PO-5A (all):	95% within 20 minutes [NOTE 2]
	• For PO-5B (all):	90% within standard FOC intervals (specified below)

Standard FOC Intervals for PO-5B

Services & Elements Groups [NOTE 1]		**FOC Interval**
Resale Residence and Business POTS	1to 39 lines	24 hours
ISDN-Basic – Conversion As Is – Adding/Changing features – Add primary directory listing to established loop – Add call appearance	1 to 10 lines	
Centrex Non-Design with no Common Block Configuration	1 to 19 lines	
Centrex line feature changes/adds/removal	(all)	
Unbundled Loops 2/4 Wire analog	1 to 24 loops	
Sub-loop [included in Services and Elements Reporting group (b), UNEs]	1 to 24 loops	
Resale ISDN-Basic – Conversion As Specified – New Installs – Address Changes – Change to add Loop	1 to 10 lines	48 hours
ISDN-PRI (Facility)	1 to 3	
PBX	1 to 24 trunks	
DS0 or Voice Grade Equivalent	1 to 24	
DS1 (Facility)	1 to 24	
Enhanced Extended Loops – DS1 (EELs-DS1) [included in Services and Elements Reporting group (b)]	1 to 24	

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Standard FOC Intervals for PO-5B		
Services & Elements Groups [NOTE 1]		**FOC Interval**
Resale Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) – With Common Block Configuration required – Initial establishment of Centrex CMS services – Tie lines or NARs activity – Subsequent to initial Common Block – Station lines – Automatic Route Selection – Uniform Call Distribution – Additional numbers	1 to 10 lines	72 hours
Unbundled Loops with Facility Check [NOTE 2] 2/4 wire Non-loaded ADSL compatible ISDN capable XDSL-I capable DS1 capable	1 to 24 loops	
Resale ISDN-PRI (Trunks)	1 to 12 trunks	96 hours

Notes:

1. LSRs with quantities above the highest number specified for each service or element type are considered ICB.
2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this element will appear in PO-5B if received electronically.

PO-6 – Work Completion Notification Timeliness

Purpose:
To evaluate the timeliness of Qwest issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise CLEC LSR have been completed in the Service Order Processor and the service is available to the customer.

Description:
- Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.
- The start time is the date/time when the last of the service orders that comprise CLEC LSR is posted as completed in the Service Order Processor.
- The end time is when the electronic order completion notice is made available [NOTE 1] to CLEC via the ordering interface used to place the local service request. The notification is made available at an LSR level when all service orders that comprise CLEC LSR are complete.
- With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.

Reporting Period:	**Unit of Measure:**
One month	Hrs:Mins

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level
CLEC aggregate and individual CLEC results.	

Formula:
Σ((Date and Time Completion Notification made available) - (Date and Time the last of the service orders that comprise CLEC LSR is completed in the Service Order Processor)) ÷ (Number of completion notifications made available in reporting period)

Exclusions:
- Records with invalid completion dates.
- LSRs submitted manually (e.g., via facsimile).
- ASRS submitted via EXACT

Services and Elements Reporting:	**Standard:**
Not applicable	6 hours

Notes:
1. The time a notice is "made available" via the IMA-GUI is the time Qwest stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by CLEC using the Status Updates window or by using the LSR Notice Inquiry function. The time a notice is "made available" via the IMA-XML is the time Qwest makes the completion notice available for XML transmission (push) or retrieval (pull). When this occurs, the notice can be immediately transmitted by Qwest or retrieved by CLEC.

PO-7 – Billing Completion Notification Timeliness

Purpose:
To evaluate the timeliness with which electronic billing completion notifications are made available to CLECs, focusing on the percentage of notifications that are made available (for CLECs) or posted in the billing system (for Qwest retail) within five business days.

Description:
PO-7X:
- This measurement includes all orders posted in the CRIS billing system for which billing completion notices are made available in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time a service order is completed in the SOP to the time billing completion for the order is made available to CLEC.
  - The time a notice is "made available" via the IMA-GUI consists of the time Qwest stores the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by CLEC using the Status Updates window.
  - The time a notice is "made available" via the IMA-XML is the time Qwest makes the completion notice available for XML transmission (push) or retrieval (pull). When this occurs, the notice can be immediately transmitted by Qwest or retrieved by CLEC. Applicable only to those CLECs who are certified and setup to receive the notices via IMA-XML.
- The start time is when the completion of the service order is posted in the Qwest SOP. The end time is when, confirming that the order has been posted in the CRIS billing system, the electronic billing completion notice is made available to CLEC via the same ordering interface as used to submit the LSR.
- Intervals counted in the numerator of this measurement are those that are five business days or less.

PO-7C:
- This measurement includes all retail orders posted in the CRIS Billing system in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time an order is completed in the SOP to the time it is posted in the CRIS billing system.
- The start time is when the completion of the order is posted in the SOP. The end time is when the order is posted in the CRIS billing system.
- Intervals counted in the numerator of this measurement are those that are five business days or less.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: PO-7X: CLEC aggregate and individual CLEC results. PO-7C: Qwest retail results.	**Disaggregation Reporting:** Statewide level • PO-7X Notices made available via IMA • PO-7C Billing system postings for Qwest Retail

Formula:
For wholesale service orders Qwest generates for LSRs received via IMA:
PO-7X = (Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices made available during the reporting period)
For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7X):
PO-7C = (Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within five business days) ÷ (Total number of retail service orders posted in the CRIS billing system in the reporting period)

Exclusions:
PO-7X & 7C
- Services that are not billed through CRIS, e.g. Resale Frame Relay
- Records with invalid completion dates

PO-7X
- LSRs submitted manually and/or ASRS submitted via EXACT

Services and Elements Reporting: Not applicable	**Standard:** PO-7X: Parity with PO-7C

Notes:

PO-8 – Jeopardy Notice Interval

Purpose:
Evaluates the timeliness of jeopardy notifications, focusing on how far in advance of original due dates jeopardy notifications are provided to CLECs (regardless of whether the due date was actually missed).

Description:
Measures the average time lapsed between the date the customer is first notified of an order jeopardy event and the original due date of the order.

- Includes all orders completed in the reporting period that received jeopardy notifications.

Reporting Period: One month	**Unit of Measure:** Average Business days [NOTE 1]
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level (This measure is reported by jeopardy notification process as used for the categories shown under Services and Elements Reporting.)

Formula:
Σ(Date of the original due date of orders completed in the reporting period that received jeopardy notification - Date of the first jeopardy notification) ÷ (Total orders completed in the reporting period that received jeopardy notification)

Exclusions:

- Jeopardy notices sent after the original due date is past.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.

Services and Elements Reporting:	**Standards:**
• Non-designed Services and Unbundled Loops, aggregated (with or without Number Portability)	• Parity with Retail POTS
• LIS Trunks	• Diagnostic

Notes:
1. Saturday is counted as a business day for all non-dispatched orders for Resale Residence and Resale Business, as well as for the retail analogues specified above as standards. For dispatched orders for Resale Residence, Resale Business and for unbundled loops, Saturday is counted as a business day when the service order is due on Saturday.

PO-9 – Timely Jeopardy Notices

Purpose: When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates.	
Description: Measures the percentage of late orders for which advance jeopardy notification is provided. • Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing inward activity. • Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level (This measure is reported by jeopardy notification process as used for the categories shown under Services and Elements Reporting.)
Formula: [(Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date) ÷ (Total number of missed due date orders completed in the reporting period)] x 100	
Exclusions: • Orders missed for customer reasons. • Records with invalid service/element (product) codes. • Records involving official company services. • Records with invalid due dates or application dates. • Records with invalid completion dates. • Records with invalid service/element (product) codes. • Records missing data essential to the calculation of the measurement.	
Services and Elements Reporting:	**Standards:**
• Non-designed Services and Unbundled Loops, aggregated (with or without Number Portability)	• Parity with Retail POTS
• LIS Trunks	• Diagnostic
Notes:	

PO-20 – Manual Service Order Accuracy

Purpose:
Evaluates the degree to which Qwest accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by Qwest, into Qwest Service Orders, based on mechanized comparisons of specified LSR-Service Order fields and focusing on the percentage of manually-processed Service Orders that are accurate/error-free.

Description:
Measures the percentage of manually-processed Qwest Service Orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only Service Orders created from CLEC LSRs that Qwest receives [NOTE 1] electronically (via IMA-GUI or IMA-XML) and manually processes in the creation of Service Orders, regardless of flow through eligibility, subject to exclusions specified below.
- Includes only Service Orders, from the Services and Elements Reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by Qwest, and are completed/closed in the reporting period. Change Service Order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- All Service Orders satisfying the above criteria are evaluated in this measurement. [NOTE 2]
- An inward line Service Order will be classified as "accurate" and thus counted in the numerator in the formula below when the mechanized comparisons of this measurement determine that the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order. An inward feature Service Order will be classified as "accurate" if the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order and if no CLEC notifications to the call center have generated call center tickets coded to LSR/SO mismatch for that order.
  - Service Orders will be counted as being accurate if the contents of the relevant fields, as recorded in the completed Service Orders involved in provisioning the service, properly match or correspond to the information from the specified fields as provided in the latest version of associated LSRs.
  - Service orders generated from LSRs receiving a PIA (Provider Initiated Activity value will be counted as being accurate if each and every mismatch has a correct and corresponding PIA value.
  - Service Orders, including those otherwise considered accurate under the above-described mechanized field comparison, will not be counted as accurate if Qwest corrects errors in its Service Order(s) as a result of contacts received from CLECs no earlier than one business day prior to the original due date.

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to exclude Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T, as having new service problems attributed to Service Order errors.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and individual CLEC	**Disaggregation Reporting:** Statewide Level

Formula:
[(Number of accurate, evaluated Service Orders) ÷ (Number of evaluated Service Orders completed in the reporting period)] x 100

PO-20 – Manual Service Order Accuracy (continued)

Exclusions:

- Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T as having new service problems attributed to Service Order errors.
- Cancelled Service Orders.
- Service Orders that cannot be matched to a corresponding LSR
- Records missing data essential to the calculation of the measurement.

Services and Elements Reporting:	**Standard:**
• Resale (POTS and Centrex 21) • Unbundled Loops (Analog and Non-Loaded 2/4-wire, DS1 Capable, ADSL Compatible, XDSL-I Capable, ISDN-BRI Capable)	95%

Notes:

1. To be included in the measurement, Service Orders created from CLEC LSRs must be received and completed in the same version of IMA-GUI or IMA-XML.
2. Consists of all manually-processed, qualifying Service Orders per Services and Elements Reporting category specified above, from throughout Qwest's 14-state local service region.

LSR-Service Order Fields Evaluated

Mechanized comparison of the fields from the Service Order to the LSR:

Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
LSR	CCNA	Customer Carrier Name Abbreviation	CCNA field of LSR form compared to the RSID/ZCID field identifier in the Extended ID section of the Service Order.
	PON	Purchase Order Number	PON field of LSR form compared to the PON field in Bill Section of the Service Order.
	D/TSENT	Date and time sent	The D/TSENT field of LSR form from the Firm Order Manager, using applied business day cut-off rules and business typing rules, and compare to the APP (Application Date) used on the Service Order.
	CHC	Coordinated Hot Cut Requested	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the Coordinated Cut request. (Evaluated in conjunction with the TEST field to determine correct USOC.)
	TEST	Testing required	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the TEST request. (Evaluated in conjunction with the CHC field to determine correct USOC.)
	NC	Network Channel Code	Applies only to Unbundled Loop. NC field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.
	NCI	Network Channel Interface Code	Applies only to Unbundled Loop NCI field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.
	SECNCI	Secondary Network Channel Interface Code	Applies only to Unbundled Loop orders. SECNCI field on the LSR form compared to the provisioning USOC for CKL2 on the Service Order.
Resale or Centrex	PIC	InterLATA Pre-subscription Indicator Code	PIC field on Resale or Centrex form compared to PIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. *Note:* LSR PIC = None; S.O. PIC = None

PO-20 – Manual Service Order Accuracy (continued)

LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
	LPIC	IntraLATA Pre-subscription Indicator Code	LPIC field on Resale or Centrex form compared to LPIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. *Note:* LSR LPIC = None; S.O. LPIC = 9199 LSR LPIC = DFLT; S.O. LPIC = 5123
Resale or Centrex	TNS	Telephone Numbers	Validate that all telephone numbers in the TNS fields in the Service Details section on the Resale or Centrex form requiring inward activity are addressed on the Service Order.
	FA/ FEATURE	Feature Activity/Feature Codes	When the FA = N, T, V Validate line and feature USOCs provided in the FEATURE field on the Resale or Centrex form are addressed with "I" and/or "T" action lines on the Service Order. Note: Comparison will be based on the USOCs associated with line and feature activity listed in the PO-20 USOC List posted on Qwest's public website, on the web page containing the current performance results www.qwest.com/wholesale/results). Qwest may add USOCs to the list, delete grand-fathered/ discontinued or obsolete USOCs, or update USOCs assigned to listed descriptions by providing notice in the monthly Summary of Notes and updating the list.
LS	ECCKT	Exchange Company Circuit ID	Applies to LSRs with ACT = C (only when NC code has not changed, M, or T. ECCKT field on the LS form compared to the CLS field in the Service and Equipment section of the Service Order.
LS/ LSNP	CFA	Connecting Facility Assignment	CFA field on the LS or LSNP forms compared to the CFA field used in CKL1 of the Service Order. (Verbal acceptance of CFA changes will be FOC'd and PIA'd, which will account for the mismatch and eliminate it as an error in the PO-20 calculation.

LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
DL – Directory Listings form (Evaluated only for Local Main Listings)	LTY	Listing Type	LTY = 1 (Listed – appears in DA and the directory.) Validate that there is a LN in the List section of the Service Order. LTY = 2 (Non Listed – appears only in DA.) Validate that there is non listing instructions in the LN field in the List section of the Service Order. Central/Western Region: Validate that the left handed field is NLST and (NON-LIST) is contained in the NLST data field in the List section of the Service order. Eastern Region: Validate that the left handed field is NL and (NON LIST) is contained in the NL data field in the List section of the Service Order. LTY = 3 (Non Pub - does not appear in the directory and telephone number does not appear in DA.) Validate that there is non published instructions in the LN field in the List section of the Service Order. Central/Western Regions: Validate that the left handed field is NP and (NON-PUB) is contained in the NP data field in the List section of the Service Order. Eastern Region: Validate that the left handed field is NP and (NP LODA) or (NP NODA) is contained in the NP data field in the List section of the Service Order.
	TOA	Type of Account	Validate TOA entries (only reviewed when BRO field on DL form is not populated): TOA valid entries are B or RP Validate that there is a semi colon (;) within the LN in the List section of the Service Order. TOA valid entries are R or BP Validate that there is a comma (,) within the LN in the List section of the Service Order. Exception: When LSR-TOS = 3, TOA review is Not Applicable. Handled by Complex Listing Group. This may be done on an existing service order or a separate service order.
	DML	Direct Mail List	DML field = O on DL form; Service Order LN contains (OCLS).
	NOSL	No Solicitation Indicator	Arizona Only NOSL field = Y on DL form; Service Order LN contains (NSOL) (OCLS).
	TMKT	Telemarketing	Colorado Only TMKT field = O on DL form; Service Order LN contains (OATD). When both the DML and the TMKT fields are populated, DML validation applies.
	LNLN and LNFN	Listed Name	LNLN and LNFN fields on DL form compared to the LN field in the List section of the Service Order.
	ADI	Address Indicator	ADI = O on DL form; Service Order LA contains (OAD).

LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
	LAPR	Listed Address Number Prefix	LAPR field of the Listing form compared to LA in the List section of the Service Order.
	LANO	Listed Address Number	LANO field of the Listing form compared to LA in the List section of the Service Order.
	LASF	Listed Address Number Suffix	LASF field of the Listing form compared to LA in the List section of the Service Order.
	LASD	Listed Address Street Directional	LASD field of the Listing form compared to LA in the List section of the Service Order.
	LASN	Listed Address Street Name	LASN field of the Listing form compared to LA in the List section of the Service Order.
	LATH	Listed Address Street Type	LATH field of the Listing form compared to LA in the List section of the Service Order.
	LASS	Listed Address Street Directional Suffix	LASS field of the Listing form compared to LA in the List section of the Service Order.
	LALOC	Listed Address Locality	LALOC field of the Listing form compared to LA in the List section of the Service Order.
LSR	DSPTCH	Dispatch	Limited to Unbundled Loops where ACT = Z or V only. If DSPTCH field on the LSR form = Y, validate dispatch USOC in the Service and Equipment section of the Service Order.
Centrex	LTC	Line Treatment Code	Applies only to Centrex 21 LTC field numeric value on the Centrex form compared to the data following the CAT field for the Line USOC on the Service Order.
	COS	Class of Service – Qwest Specific	Applies only to Centrex 21. COS field of the Centrex form compared to the CS field in the ID section of the Service Order.
Resale or Centrex	FEATURE DETAILS	Feature Details	As specified in Appendix A. Comparison would be based on the fields associated with the USOC list referenced under Feature Activity above.

LSR-Service Order Fields Evaluated			
Mechanized comparison of the fields from the Service Order to the LSR:			
Form	**LSR Field Code**	**LSR Field Name**	**Remarks/Service Order Field:**
Resale or Centrex	BLOCK	Blocking Type	For each LNUM provided in the Service Detail section of the Resale or Centrex form when BA = E: Note: The BLOCK field may have one or more alpha and/or numeric values per LNUM. This review will only validate based on BA/BLOCK fields and will not address blocking information provided in the "Remark" section on the LSR or the Feature Detail section of the LSR. The values listed below will be considered as follows: If BLOCK contains A, validate FID TBE A is present on the service order floated behind line USOC associated with the TNS for that LNUM. If BLOCK contains B, validate FID TBE B is present on the service order floated behind line USOC associated with the TNS for that LNUM. If BLOCK contains C, validate FID TBE C is present on the service order floated behind line USOC associated with the TNS for that LNUM. If BLOCK contains H, validate FID BLKD is present on the service order floated behind line USOC associated with the TNS for that LNUM.
LSR	DFDT	Desired Frame Due Time	Applicable only to orders for Resale DFDT field on the LSR form compared to the FDT field in the Extended ID section of the Service Order.
	DDD	Desired Due Date	DDD field from the last FOC'd LSR compared to the original or last subsequent due date in the Extended ID section on the Service Order when no CFLAG/PIA is present on the FOC. (i.e. Evaluation includes recognition of valid differences between DDD and Service Order based on population of the CFLAG/PIA field on the LSRC (FOC))
DL – Directory Listings form (Evaluated only for Local Main Listings)	LTN	Listed Telephone Number	For Resale): LTN field on the Listing form compared to the Main Account Number of the Service Order. For Unbundled Loop: LTN field on the Listing form compared to the TN floated after the LN in the Listing section of the Service Order.
	LNPL	Letter Name Placement	LNPL field on the Listing form = L, validate that LN on the Service Order follows letter placement versus word placement.

ORDERING AND PROVISIONING

OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

Purpose: Evaluates the timeliness of CLEC access to Qwest's interconnection provisioning center(s), focusing on the extent calls are answered within 20 seconds.	
Description: Measures the percentage of (Interconnection Provisioning Center calls that are answered by an agent within 20 seconds of the first ring. • Includes all calls to the Interconnect Provisioning Center during the reporting period, subject to exclusions specified below. • Abandoned calls and busy calls are counted as calls not answered within 20 seconds. • First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor). • Answer is defined as when the call is first picked up by the Qwest agent.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate	**Disaggregation Reporting:** Region-wide level
Formula: [(Total Calls Answered by Center within 20 seconds) ÷ (Total Calls received by Center)] x 100	
Exclusions: Time spent in the VRU Voice Response Unit is not counted.	
Services and Elements Reporting: Not applicable	**Standard:** Diagnostic
Notes:	

OP-3 – Installation Commitments Met

Purpose:
Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.

Description:

- Measures the percentage of orders for which the scheduled due date is met.
- All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity. Also included are orders with customer-requested due dates longer than the standard interval.
- Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formula:
[(Total Orders completed in the reporting period on or before the Applicable Due Date) ÷ (Total Orders Completed in the Reporting Period)] x 100

Exclusions:

- Disconnect, From (another form of disconnect) and Record order types.
- Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.
- Records involving official company services.
- Records with invalid due dates or application dates, completion dates, or service/element (product) codes.
- Records missing data essential to the calculation of the measurement.

Services and Elements Reporting:	**Standards:**
• Resale Residential single line service	Parity with retail Res POTS,
• Resale Business single line service	Parity with retail Bus POTS
• Other Resale Non-residential services (incl. Centrex, Centrex 21, and PBX)	Diagnostic Parity with like retail service, (statistically weighted)
• Resale DS1 Service	Parity with retail DS1 Private Line
• Other Resale Digital Services (incl. Basic ISDN, Primary ISDN, DS0, and Frame Relay)	Diagnostic Parity with like retail service, (statistically weighted)
• Line Splitting	95%
• Sub-Loop Unbundling	Diagnostic
• UDIT-DS1 level	Parity with retail DS1 Private Line
• Unbundled Analog Loop	90%
• Unbundled Digital-capable Loop (incl. Non-loaded 2-wire & 4-wire, xDSL-l capable, ISDN capable, & ADSL-qualified)	90%
• Loops with Conditioning	Diagnostic (Target: 90%)
• Unbundled DS1-capable Loop	Parity with retail DS1 Private Line
• EEL – (DS0 level)	Diagnostic
• EEL – (DS1 level)	90%

Notes:

OP-4 – Installation Interval

Purpose:
Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service.

Description:
Measures the average interval (in business days) [NOTE 1] between the application date and the completion date for service orders accepted and implemented.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity.
- Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. [NOTE 2]
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. [NOTE 2]

Reporting Period: One month	**Unit of Measure**: Average Business Days
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formula:
Σ[(Order Completion Date) – (Order Application Date) – (Time interval between the Original Due Date and the Applicable Date) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ Total Number of Orders Completed in the reporting period

Explanation: The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) [NOTE 1] by total number of service orders completed in the reporting period.

Exclusions:

- Orders with customer requested due dates greater than the current standard interval.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates, application dates, completion dates, or service/element (product) codes.
- Records missing data essential to the calculation of the measurement.

Services and Elements Reporting:	Standards:
• Resale Residential single line service	Parity with retail Res POTS
• Resale Business single line service	Parity with retail Bus POTS
• Other Resale Non-residential services (incl. Centrex, Centrex 21, and PBX)	Diagnostic Parity with like retail service, (statistically weighted)
• Resale DS1 Service	Parity with retail DS1 Private Line
• Other Resale Digital Services (incl. Basic ISDN, Primary ISDN, DS0, and Frame Relay)	Diagnostic Parity with like retail service, (statistically weighted)
• Line Splitting	3.3 days
• Sub-Loop Unbundling	Diagnostic
• UDIT-DS1 level	Parity with DS1 Private Line Service
• Unbundled Analog Loop	6 days

OP-4 – Installation Interval (continued)

Services and Elements Reporting:	Standards:
• Unbundled Digital-capable Loop (incl. Non-loaded 2-wire & 4-wire, xDSL-I capable, ISDN capable, & ADSL-qualified)	6 days
• Loops with Conditioning	Diagnostic (Target: 15 days)
• Unbundled DS1-capable Loop	Parity with DS1 Private Line Service
• EEL – (DS0 level)	Diagnostic
• EEL – (DS1 level)	6 days

Notes:

1. For resale residence, resale non-residence, Saturday is counted as a business day for a non-dispatched orders. For all other non-dispatched and dispatched orders, Saturday is counted as a business day when the service order is due or completed on a Saturday.
2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.

OP-5 – New Service Quality

Purpose:
Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of Qwest's resolution of such conditions with respect to multiple reports.

Description:
Measures two components of new service provisioning quality (OP-5A and -5B) and also reports a combined result (OP-5T), as described below, each as a percentage of all inward line service orders completed in the reporting period that are free of CLEC/customer-reported provisioning and repair trouble reports, as described below. Also measures the percentage of all provisioning and repair trouble reports that constitute multiple trouble reports for the affected service orders. (OP-5R)

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing inward activity. NOTE 1
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between services & elements).
- Provisioning or repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.

OP-5A: New Service Installation Quality Reported to Repair

- Measures the percentage of inward line service orders that are free of repair trouble reports NOTE 2 within 30 calendar days of installation completion, subject to exclusions below.
- Repair trouble reports are defined as CLEC/customer notifications to Qwest of out-of-service and other service affecting conditions for which Qwest opens repair tickets in its maintenance and repair management and tracking systems NOTE 3 that are closed in the reporting period or the following month, NOTE 4 subject to exclusions shown below. NOTE 5
- Qwest is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in Qwest's systems.

OP-5B: New Service Provisioning Quality

- Measures the percentage of inward line service orders that are free of provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusions shown below.
- Provisioning trouble reports are defined as CLEC notifications to Qwest of out of service or other service affecting conditions that are attributable to provisioning activities, including but not limited to LSR/service order mismatches and conversion outages. For provisioning trouble reports, Qwest creates call center tickets in its call center database. Subject to exclusions shown below, call center tickets closed in the reporting period or the following month NOTE 4 are captured in this measurement. Call center tickets closed to Network reasons will not be counted in OP-5B when a repair trouble report for that order is captured in OP-5A. NOTE 5, 6

OP-5T: New Service Installation Quality Total

- Measures the percentage of inward line service orders that are free of repair or provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusion shown below.

OP-5R: New Service Quality Multiple Report Rate

- Evaluates the quality of Qwest's responses to repair and provisioning trouble reports for inward line service orders completed in the reporting period. This measurement reports, for those service orders that were *not* free of repair or provisioning trouble reports in OP-5A or OP-5B, the percentage of trouble reports affecting the same service orders that were followed by additional repair and provisioning trouble reports, as specified

OP- 5 – New Service Quality (continued)

below.

- Measures the percentage of all repair and provisioning trouble reports considered in OP-5A and OP-5B that are additional repair or provisioning trouble reports received by Qwest for the same service order during the provisioning process or within 30 calendar days following installation completion.
- Additional repair or provisioning trouble reports are defined as all such reports that are received following the first report (whether the first report is represented by a call center ticket or a repair ticket) relating to the same service order during the provisioning process or within 30 calendar days following installation completion. In all cases, the trouble reports counted are those that are defined for OP-5A and OP-5B above. NOTE 7

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formulas:

OP-5A = (Number inward line service orders completed in the reporting period – Number of inward line service orders with any repair trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5B = (Number of inward line service orders completed in the reporting period – Number of inward line service orders with any provisioning trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5T = ([Number of inward line service orders completed in the reporting period] – [Number of inward line service orders with repair or provisioning trouble reports as defined above under OP-5A or OP-5B, as applicable]) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5R = (Number of all repair and provisioning trouble reports, relating to inward line service orders closed in the reporting period as defined above under OP-5A or OP-5B, that constitute additional repair and provisioning trouble reports, within 30 calendar days following the installation date ÷ Number of all repair and provisioning trouble reports relating to inward line service orders closed In the reporting period, as defined above under OP-5A or OP-5B) x 100

Exclusions:

Applicable to OP-5A, OP-5T and OP-5R:

- Repair trouble reports attributable to CLEC or coded to non-Qwest reasons as follows:
  - For services & elements measured from MTAS data, repair trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider); and Reports from other than CLEC/customer that result in a charge if dispatched.
  - For services & elements measured from WFA (Workforce Administration) data, repair reports coded to codes for: Carrier Action (IEC); Customer Provided Equipment (CPE); Commercial power failure; Customer requested service order activity; and Other non-Qwest.
  - Repair trouble reports associated with orders where the CLEC accepted the order completion without prior testing, where such is offered..
  - Repair reports coded to disposition codes for referral to another department (i.e., for non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).

Applicable to OP-5B, OP-5T and OP-5R only:

- Provisioning trouble reports attributable to CLEC or non-Qwest causes.

OP- 5 – New Service Quality (continued)

Exclusions:

- Call center tickets relating to activities that occur as part of the normal process of conversion (i.e., while Qwest is actively and properly engaged in process of converting or installing the service). Provisioning trouble reports involving service orders that, at the time of the calls, have fallen out for manual handling and been disassociated from the related service order, as applicable, will be considered as not in the normal process of conversion and will not be excluded.

Applicable to OP-5A, OP-5B, OP-5T and OP-5R:

- Repair or provisioning trouble reports related to service orders captured as misses under measurements OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness).
- Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed.
- Service orders closed in the reporting period with App Dates earlier than eight months prior to the beginning of the reporting period.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order.
- Records involving official Qwest company services.
- Records missing data essential to the calculation of the measurement as defined herein.

Services and Elements Reporting Categories:	**Standards:**
• As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.	**OP-5A:** Parity with retail service (as further specified below) **OP-5B:** 96.5% **OP-5T:** Diagnostic **OP-5R:** Diagnostic (Where parity comparisons involve multiple service varieties in a services/elements category, weighting based on the retail analogue volumes may be used if necessary to create a statistically-accurate comparison.)

Services and Elements Reporting:	**Standards:**		
Reported under OP-5A, OP-5B, OP-5T and OP-5R:	**OP-5A**	**OP-5B**	**OP-5T & OP-5R**
• Resale Residential single line service	Parity with retail Res POTS	96.5%	Diagnostic
• Resale Business single line service	Parity with retail Bus POTS	96.5%	Diagnostic
• Other Resale Non-residential services (incl. Centrex, Centrex 21, and PBX)	Diagnostic Parity with like retail service, (statistically weighted)	96.5%	Diagnostic
• Resale DS1 Service	Parity with retail DS1 Private Line	96.5%	Diagnostic
• Other Resale Digital Services (incl. Basic ISDN, Primary ISDN, DS0, and Frame Relay)	Diagnostic Parity with like retail service (statistically weighted)	96.5%	Diagnostic
• Line Splitting	Parity with retail Res & Bus POTS	96.5%	Diagnostic
• Sub-Loop Unbundling	Diagnostic	Diagnostic	Diagnostic
• Unbundled Analog Loop	Parity with retail Res & Bus POTS with dispatch	96.5%	Diagnostic
• Unbundled Digital-capable Loop (incl. Non-loaded 2-wire & 4-wire, xDSL-I capable, ISDN capable, & ADSL-qualified)	Parity with retail Res & Bus POTS (for 2- & 4-wire), DS1 Private Line (for xDSL-I, ISDN, & ADSL) (statistically weighted)	96.5%	Diagnostic

OP- 5 – New Service Quality (continued)

Exclusions:			
• Unbundled DS1-capable Loop	Parity with retail DS1 Private Line	96.5%	Diagnostic
• EEL – (DS0 level)	Diagnostic	96.5%	Diagnostic
• EEL – (DS1 level)	Parity with retail DS1 Private Line	96.5%	Diagnostic

Reported under OP-5A and under OP-5R (per OP-5A specifications):	OP-5A	OP-5R
• UDIT-DS1	Parity with Retail Private Lines (DS1)	Diagnostic

Notes:

1. The specified Change order types representing inward activity exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes.
2. Including consideration of repeat repair trouble reports (i.e., additional reports of trouble related to the same newly-installed line/circuit that are received after the preceding repair report is closed and within 30 days following installation completion) to complete the determination of whether the newly-installed line/circuit was trouble free within 30 days of installation.
3. Qwest's repair management and tracking systems consist of WFA (Workforce Administration), MTAS (Maintenance Tracking and Administration System), and successor repair systems, if any, as applicable to obtain the repair report data for this measurement. Not included are Call Center Database systems supporting call centers in logging calls from customers regarding problems or other inquiries (see OP-5B and OP-5T).
4. The "following month" includes also the period of a few business days (typically four or five) afterward, up to the time when Qwest pulls the repair data to begin processing results for this measurement.
5. Includes repair and provisioning trouble reports generated by new processes that supersede or supplement existing processes for submitting repair and provisioning trouble reports as specified in Qwest's documented or agreed upon procedures.
6. For purposes of calculating OP-5B, a call center ticket for multiple orders with provisioning trouble reports will result in all orders reporting trouble counting as a miss in OP-5B. If a repair trouble report(s) is received for the same orders, the number of orders counted as a miss in OP-5B for Network reasons will be reduced by the number of orders with repair troubles counted as a miss in OP-5A.
7. OP-5R will be counted on a per ticket basis.

OP-6 – Delayed Days

Purpose:
Evaluates the extent Qwest is late in installing services for customers, focusing on the average number of days that late orders are completed beyond the committed due date.

Description:

OP-6A Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for *non-facility reasons* attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period, later, due to non-facility reasons, than the Applicable Due Date recorded by Qwest, subject to exclusions specified below.

OP-6B Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for *facility reasons* attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by Qwest, subject to exclusions specified below.

For both OP-6A and OP-6B:

- Change order types for additional lines consist of "C" orders representing inward activity.
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. [NOTE 2]
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. [NOTE 2]

Reporting Period: One month	**Unit of Measure:** Business days
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formula:

OP-6A = ∑[(Actual Completion Date of late order for non-facility reasons) – (Applicable Due Date of late order) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ (Total Number of Late Orders for non-facility reasons completed in the reporting period)

OP-6B = ∑[(Actual Completion Date of late order for facility reasons) – (Applicable Due Date of late order)] – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date) ÷ (Total Number of Late Orders for facility reasons completed in the reporting period)

Exclusions:

- Orders affected only by delays that are solely for customer and/or CLEC reasons.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates, application dates, completion dates, or service/element (product) codes.
- Records missing data essential to the calculation of the measurement.

Services and Elements Reporting:	**Standards:**
• Resale Residential single line service	Parity with retail Res POTS
• Resale Business single line service	Parity with retail Bus POTS
• Other Resale Non-residential services (incl. Centrex, Centrex 21, and PBX)	Diagnostic Parity with like retail service, (statistically weighted)
• Resale DS1 Service	Parity with retail DS1 Private Line
• Other Resale Digital Services (incl. Basic ISDN, Primary ISDN, DS0, and Frame Relay)	Diagnostic Parity with like retail service, (statistically weighted)

OP- 6 – Delayed Days (continued)

Services and Elements Reporting:	Standards:
• Line Splitting	Parity with retail Res and Bus POTS
• Sub-Loop Unbundling	Diagnostic
• UDIT-DS1 level	Parity with DS1 Private Line Service
• Unbundled Analog Loop	Parity with retail Res and Bus POTS
• Unbundled Digital-capable Loop (incl. Non-loaded 2-wire & 4-wire, xDSL-I capable, ISDN capable, & ADSL-qualified)	Parity with retail Res & Bus POTS (for 2- & 4-wire), DS1 Private Line (for xDSL-I, ISDN, & ADSL) (statistically weighted)
• Unbundled DS1-capable Loop	Parity with retail DS1 Private Line
• EEL – (DS0 level)	Diagnostic
• EEL – (DS1 level)	OP-6A: Parity with retail DS1 Private Line OP-6B: Diagnostic

Notes:

1. For non-dispatched orders/LSRs, Saturday is counted as a business day for all orders for Resale Residence and Resale Business as well as for the retail analogues specified above as standards. For non-dispatched orders/LSRs for all other services & elements, and for all services & elements, Saturday is counted as a business day when the service order is due or completed on Saturday.
2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.

OP-7 – Coordinated "Hot Cut" Interval – Unbundled Loop

<table>
<tr><td colspan="2">Purpose:
Evaluates the duration of completing coordinated "hot cuts" of unbundled loops, focusing on the time actually involved in disconnecting the loop from the Qwest network and connecting/testing the loop.</td></tr>
<tr><td colspan="2">Description:
Measures the average time to complete coordinated "hot cuts" for unbundled loops, based on intervals beginning with the "lift" time and ending with the completion time of Qwest's applicable tests for the loop.
• Includes all coordinated hot cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
• "Hot cut" refers to moving the service of existing customers from Qwest's switch/frames to CLEC's equipment, via unbundled loops, that will serve the customers.
• "Lift" time is defined as when Qwest disconnects the existing loop.
• "Completion time" is defined as when Qwest completes the applicable tests after connecting the loop to CLEC.</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Hours and Minutes</td></tr>
<tr><td>Reporting Comparisons: CLEC aggregate and individual CLEC results</td><td>Disaggregation Reporting: Statewide level</td></tr>
<tr><td colspan="2">Formula:
∑[Completion time – Lift time] ÷ (Total Number of unbundled loops with coordinated cutovers completed in the reporting period)</td></tr>
<tr><td colspan="2">Exclusions:
• Time intervals associated with CLEC-caused delays.
• Records missing data essential to the calculation of the measurement.
• Invalid start/stop dates/times or invalid scheduled date/times.</td></tr>
<tr><td>Services and Elements Reporting: Coordinated Unbundled Loops – Reported separately for:
• Analog Loops
• All other Loop Types</td><td>Standard:
Diagnostic</td></tr>
<tr><td colspan="2">Notes:</td></tr>
</table>

OP-8 – Number Portability Timeliness

Purpose:
Evaluates the timeliness of cutovers of local number portability (LNP).

Description:

OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop.

- All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.

OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable.

- All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than Qwest-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below.

- For purposes of this measurement, "trigger" refers to the "10-digit unconditional trigger" or Line Side Attribute (LSA) that is set or translated by Qwest.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the "lay" time for the loop.

Reporting Period: One month	**Unit of Measure:** Percent of triggers set on time
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level

Formula:

OP-8B = [(Number of LNP triggers set before the scheduled time for the coordinated loop cutover) ÷ (Total Number of LNP activations coordinated with unbundled loops completed)] x 100

OP-8C = [(Number of LNP triggers set before the Frame Due Time or Scheduled Start Time) ÷ (Total Number of LNP activations without loop cutovers completed)] x 100

Exclusions:

- CLEC-caused delays in trigger setting.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21).
- LNP requests for which the records used as sources of data for these measurements have the following types of errors:
  - Records with no PON (purchase order number) or STATE.
  - Records where triggers cannot be set due to switch capabilities.
  - Records with invalid due dates, application dates, start dates, or completion dates.
  - Records missing data essential to the calculation of the measurement.
  - Invalid start/stop dates/times or invalid frame due or scheduled date/times.

Services and Elements Reporting: None	**Standard:** Diagnostic

Notes:

OP-13 – Coordinated Cuts On Time – Unbundled Loop

Purpose:
Evaluates the percentage of coordinated cuts of unbundled loops that are completed on time, focusing on cuts completed within one hour of the committed order due time and the percent that were started without CLEC approval.

Description:

- Includes all LSRs for coordinated cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- OP-13A – Measures the percentage of LSRs (CLEC orders) for all coordinated cuts of unbundled loops that are started and completed on time. For coordinated loop cuts to be counted as "on time" in this measurement, the CLEC must agree to the start time, and Qwest must (1) receive verbal CLEC approval before starting the cut or lifting the loop, (2) complete the physical work and appropriate tests, (3) complete the Qwest portion of any associated LNP orders and (4) call the CLEC with completion information, all within one hour of the time interval defined by the committed order due time.
- OP-13B – Measures the percentage of all LSRs for coordinated cuts of unbundled loops that are actually started without CLEC approval.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated appointment time.
- The "committed order due time" is based on the number and type of loops involved in the cut and is calculated by adding the applicable time interval from the following list to the scheduled start time:
  - Analog unbundled loops:

1 to 16 lines:	1 Hour
17 to 24 lines:	2 Hours
25+ lines:	Project*

  - All other unbundled loops:

1 to 5 lines:	1 Hour
6 to 8 lines:	2 Hours
9 to 11 lines:	3 Hours
12 to 24 lines:	4 Hours
25+ lines:	Project*

  *For Projects scheduled due dates and scheduled start times will be negotiated between CLEC and Qwest, but no committed order due time is established. Therefore, projects are not included in OP-13A (see exclusion below).
- "Stop" time is defined as when Qwest notifies the CLEC that the Qwest physical work and the appropriate tests have been successfully accomplished, including the Qwest portion of any coordinated LNP orders.
- Time intervals following the scheduled start time or during the cutover process associated with customer-caused delays are subtracted from the actual cutover duration.
- Where Qwest's records of completed coordinated cut transactions are missing evidence of CLEC approval of the cutover, the cut will be counted as a miss under both OP-13A and OP-13B.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level. Results for this measurement will be reported according to: OP-13A Cuts Completed On Time OP-13B Cuts Started Without CLEC Approval

OP-13 – Coordinated Cuts On Time – Unbundled Loop (continued)

Formula:

OP-13A = [(Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time") ÷ (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period)] x 100

OP-13B = [(Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval) ÷ (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period)] x 100

Exclusions:

Applicable to OP-13A:

- Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines.

OP-13A & OP-13B:

- Records with invalid completion dates.
- Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss".
- Invalid start/stop dates/times or invalid scheduled date/times.
- Projects involving 25 or more lines.

Product Reporting: Coordinated Unbundled Loops – Reported separately for:	**Standards:**
• Analog Loops • All Other Loops	**OP-13A:** **AZ:** 90 Percent or more **All Other States:** 95 Percent or more **OP-13B:** Diagnostic

OP-17 – Timeliness of Disconnects associated with LNP Orders

Purpose:
Evaluates the quality of Qwest completing LNP telephone number porting, focusing on the degree to which porting occurs without implementing associated disconnects before the scheduled time/date.

Description:

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Focuses on disconnections associated with timely CLEC requests for delaying the disconnections or no requests for delays.
  - The scheduled time/date is defined as 11:59 p.m. on (1) the due date of the LNP order recorded by Qwest or (2) the delayed disconnect date requested by CLEC, where CLEC submits a timely request for delay of disconnection.
  - A CLEC request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest.
- Disconnects are defined as the removal of switch translations, including the 10-digit trigger.
- Disconnects that are implemented early, and thus counted as a "miss" under this measurement, are those that CLEC identifies as such to Qwest via trouble reports, within four calendar days of the actual disconnect date, that are confirmed to be caused by disconnects being made before the scheduled time.
- Includes all CLEC orders for LNP TNs completed in the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide

Formula:
[(Total number of LNP TNs ported pursuant to orders completed in the reporting period – Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred) ÷ Total Number of LNP TNs ported pursuant to orders completed in the reporting period] x 100

Exclusions:

- Trouble reports notifying Qwest of early disconnects associated with situations for which CLEC has failed to submit timely requests to have disconnects held for later implementation.
- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnections.
- LNP requests not involving automatic triggers (e.g., DID lines without separate, unique TNs, & Centrex 21).
- Records with invalid trouble receipt, cleared, closed or due dates.
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.

Services and Elements Reporting: LNP	**Standards:** Diagnostic

Notes:

MAINTENANCE AND REPAIR

MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center

Purpose: Evaluates Customer access to Qwest's Interconnection and/or Retail Repair Center(s), focusing on the number of calls answered within 20 seconds.	
Description: Measures the percentage of Interconnection and/or Retail Repair Center calls answered within 20 seconds of the first ring. • Includes all calls to the Interconnect Repair Center during the reporting period, subject to exclusions specified below. • First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor). • Answer is defined as when the call is first picked up by the Qwest agent. • Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and Qwest Retail levels.	**Disaggregation Reporting:** Region-wide level.
Formula: [(Total Calls Answered by Center within 20 seconds) ÷ (Total Calls received by Center)] x 100	
Exclusions: Time spent in the VRU (Voice Response Unit) is not counted.	
Services and Elements Reporting: Not applicable	**Standard:** Diagnostic
Notes:	

MR-3/5 – Out-of-Service Troubles Cleared within Specified Intervals (24 or 4 Hours)

Purpose:
Evaluates timeliness of repair for specified services and elements, focusing on trouble reports where the out-of-service trouble reports were cleared within specified intervals (24 hours or 4 hours, as specified below).

Description:
Measures the percentage of out of service trouble reports, involving specified services and elements, which are cleared within 24 or 4 hours, as applicable, from the date/time the trouble reports were received from CLECs or, for the retail analogue, from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service or element that is out-of-service (i.e., unable to place or receive calls or to transmit data), subject to exclusions specified below.
- Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formula:
[(Number of applicable Trouble Reports closed in the reporting period that are cleared within 24 hours) ÷ (Total Number of applicable Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For services & elements measured from MTAS data (non-designed services & elements), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For services & elements measured from WFA (Workforce Administration) data (designed services & elements) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for designed services & elements.
- For services & elements measured from MTAS data (non-designed services & elements), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt, cleared or closed dates.
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.
- Non Qwest caused trouble (cable cuts, weather, natural disaster, etc.)

MR-3/5 – Out of Service Cleared within Specified Intervals (Continued)

Services and Elements Reporting (and Specified Repair Interval):	**Standards:**
• Resale Residential single line service (24 hours)	Parity with retail Res POTS (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• Resale Business single line service (24 hours)	Parity with retail Bus POTS (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• Other Resale Non-residential services (incl. Centrex, Centrex 21, and PBX) (24 hours)	Diagnostic Parity with like retail service (statistically weighted)
• Resale DS1 Service (4 hours)	Parity with retail DS1 Private Line
• Other Resale Digital Services (reported as one combined result) including the following services and specified repair intervals: – Basic ISDN (24 hours) – Primary ISDN, DS0, & Frame Relay (4 hours)	Diagnostic Parity with like retail service (statistically weighted)
• Line Splitting (24 hours)	Parity with retail Res and Bus POTS (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• Sub-Loop Unbundling (24 hours)	Diagnostic
• UDIT-DS1 level (4 hours)	Parity with retail DS1 private line
• Unbundled Analog Loop (24 hours)	Parity with Res and Bus POTS (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• Unbundled Digital-capable Loop – Non-loaded 2-wire, & ISDN capable (24 hours) – Non-loaded 4-wire, xDSL-I capable, & ADSL-qualified (4 hours)	Parity with retail Res & Bus POTS (for 2- & 4-wire), DS1 Private Line (for xDSL-I, ISDN, & ADSL) (statistically weighted)
• Unbundled DS1-capable Loop (4 hours)	Parity with retail DS1 private line (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• EEL-DS0 (4 hours)	Diagnostic
• EEL-DS1 (4 hours)	Parity with retail DS1 private line (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
Notes:	

MR-4 – Service-Affecting Troubles Cleared within 48 hours

Purpose:
Evaluates timeliness of repair for specified services and elements, focusing on trouble reports that are "service affecting" but not out of service, and on the number of such trouble reports cleared within the standard estimate for specified services and elements (i.e., 48 hours for trouble conditions that are only service affecting).

Description:
Measures the percentage of trouble reports, for specified services and elements, which are cleared within 48 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC	**Disaggregation Reporting:** Statewide level

Formula:
[(Total service-affecting-only trouble reports closed in the reporting period that are cleared within 48 hours) ÷ (Total trouble reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For services & elements measured from MTAS data (non-designed services & elements), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For services & elements measured from WFA (Workforce Administration) data (designed services & elements) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for designed services & elements.
- For services & elements measured from MTAS data (non-designed services & elements), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt, cleared or closed dates.
- Records with invalid product codes and records missing data essential to the calculation of the measurement.
- Non Qwest caused trouble (cable cuts, weather, natural disaster, etc.)

Services and Elements Reporting:	Standards:
• Resale Residential single line service	Diagnostic
• Resale Business single line service	Diagnostic
• Resale Non-residential services (incl. Centrex, Centrex 21, and PBX)	Diagnostic
• Line Splitting	Diagnostic
• Sub-Loop Unbundling	Diagnostic
• Unbundled Analog Loop	Diagnostic
• Unbundled Digital-capable Loop (incl. Non-loaded 2-wire & 4-wire, xDSL-I capable, ISDN capable, & ADSL-qualified)	Diagnostic

Notes:

MR-6 – Mean Time to Restore

Purpose:
Evaluates timeliness of repair, focusing how long it takes to restore services and elements to proper operation.

Description:
Measures the time taken to clear trouble reports.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.
- Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Hours and Minutes
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formula:
$\sum$[(Date & Time Trouble Report Cleared) – (Date & Time Trouble Report Opened)] ÷ (Total number of Trouble Reports closed in the reporting period)

Exclusions:

- Trouble reports coded as follows:
  - For services & elements measured from MTAS data (non-designed services & elements), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For services & elements measured from WFA (Workforce Administration) data (designed services & elements) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Trouble reports from MTAS or WFA that are coded as No Trouble Found or Test Okay and with durations of less than or equal to 1 hour.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for designed services & elements.
- For services & elements measured from MTAS data (non-designed services & elements), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt, cleared or closed dates.
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.
- Non Qwest caused trouble (cable cuts, weather, natural disaster, etc.)

Services and Elements Reporting:	**Standards:**
• Resale Residential single line service	Parity with retail Res POTS (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• Resale Business single line service	Parity with retail Bus POTS (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• Other Resale Non-residential services (incl. Centrex, Centrex 21, and PBX)	Diagnostic Parity with like retail service (statistically weighted)
• Resale DS1 Service	Parity with retail DS1 Private Line (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)

MR-6 – Mean Time to Restore (Continued)

Services and Elements Reporting:	Standards:
• Other Resale Digital Services (including Basic ISDN, DS0, Primary ISDN, and Frame Relay)	Diagnostic Parity with like retail service (statistically weighted)
• Line Splitting	Parity with retail RES and BUS POTS (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• Sub-Loop Unbundling	Diagnostic
• UDIT-DS1 level	Parity with retail DS1 private line (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• Unbundled Analog Loop	Parity with Res and Bus POTS (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• Unbundled Digital-capable Loop (incl. Non-loaded 2-wire & 4-wire, xDSL-I capable, ISDN capable, & ADSL-qualified)	Parity with retail Res & Bus POTS (for 2- & 4-wire), DS1 Private Line (for xDSL-I, ISDN, & ADSL) (statistically weighted)
• Unbundled DS1-capable Loop	Parity with retail DS1 private line (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
• EEL-DS0	Diagnostic
• EEL-DS1	Parity with retail DS1 private line (statistically weighted by CLEC proportions of dispatched and non-dispatched repairs)
Notes: 1. Reporting will begin at the time CLECs order the Loop Splitting, in any quantity, for three consecutive months.	

MR-7 – Repair Repeat Report Rate

Purpose:
Evaluates the accuracy of repair actions, focusing on the number of repeated trouble reports received for the same line/circuit within a specified period (30 calendar days).

Description:
Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- Includes all trouble reports closed during the reporting period that have a repeated trouble report received within thirty (30) days of the initial trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.
- In determining same service Qwest will compare the end user telephone number or circuit access code of the initial trouble reports closed during the reporting period with reports received within 30 days of when the initial trouble report closed.
- Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.
- The 30-day period applied in the numerator of the formula below is from the date and time that the initial trouble report is closed to the date and time that the next, or "repeat" trouble report is received (i.e., opened).

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following the initial trouble report.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formula:
[(Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed) ÷ (Total number of Trouble Reports Closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For services & elements measured from MTAS data (non-designed services & elements), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For services & elements measured from WFA (Workforce Administration) data (designed services & elements) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt, cleared or closed dates.
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.
- Non Qwest caused trouble (cable cuts, weather, natural disaster, etc.) Repair trouble reports associated with orders where the CLEC accepted the order completion without prior testing, where such is offered

Services and Elements Reporting:	**Standards:**
• Resale Residential single line service	Parity with retail Res POTS
• Resale Business single line service	Parity with retail Bus POTS
• Other Resale Non-residential services (incl. Business Single Line, Centrex, Centrex 21, and PBX)	Diagnostic Parity with like retail service (statistically weighted)

MR-7 – Repair Repeat Report Rate (Continued)

Services and Elements Reporting:	Standards:
• Resale DS1 Service	Parity with retail DS1 Private Line
• Other Resale Digital Services (including Basic ISDN, DS0, Primary ISDN, and Frame Relay)	Diagnostic Parity with like retail service (statistically weighted)
• Line Splitting	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	Diagnostic
• UDIT-DS1 level	Parity with retail DS1 private line
• Unbundled Analog Loop	Parity with Res and Bus POTS
• Unbundled Digital-capable Loop (incl. Non-loaded 2-wire & 4-wire, xDSL-I capable, ISDN capable, & ADSL-qualified)	Parity with retail Res & Bus POTS (for 2- & 4-wire), DS1 Private Line (for xDSL-I, ISDN, & ADSL) (statistically weighted)
• Unbundled DS1-capable Loop	Parity with retail DS1 private line
• EEL-DS0	Diagnostic
• EEL-DS1	Parity with retail DS1 private line
Notes: 1. Reporting will begin at the time CLECs order the Loop Splitting, in any quantity, for three consecutive months.	

MR-8 – Trouble Rate

Purpose:
Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.

Description:
Measures trouble reports by service or element and compares them to the number of lines in service.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting**: Statewide level

Formula:
[(Total number of trouble reports closed in the reporting period involving the specified service or element grouping) ÷ (Total number of the specified services or elements that are in service in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For services & elements measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
  - For services & elements measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt, cleared or closed dates.
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.
- Non Qwest caused trouble (cable cuts, weather, natural disaster, etc.)
- Installation reports ("I Reports") within 90 days past installation date
- Repeat reports ("R Reports") within 30 days past the receipt date of the original trouble report
- Repair trouble reports associated with orders where the CLEC accepted the order completion without prior testing, where such is offered

Services and Elements Reporting:	**Standards:**
• Resale Residential single line service	Parity with retail Res POTS
• Resale Business single line service	Parity with retail Bus POTS
• Other Resale Non-residential services (incl. Centrex, Centrex 21, & PBX)	Diagnostic Parity with like retail service (statistically weighted)
• Resale DS1 Service	Parity with retail DS1 Private Line
• Other Resale Digital Services (including Basic ISDN, DS0, Primary ISDN, and Frame Relay)	Diagnostic Parity with like retail service (statistically weighted)
• Line Splitting	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	Diagnostic
• Unbundled Analog Loop	Parity with Res and Bus POTS

MR-8 – Trouble Rate (Continued)

Services and Elements Reporting:	Standards:
• Unbundled Digital-capable Loop (incl. Non-loaded 2-wire & 4-wire, xDSL-I capable, ISDN capable, & ADSL-qualified) • Unbundled DS1-capable Loop • UDIT-DS1 • EEL-DS1	1) ≤ 3% for 3-month rolling average CLEC-aggregate result, OR 2) If > 3% for 3-month rolling average CLEC-aggregate result: a) ≤ 1% for difference between the 3-month rolling average of CLEC-aggregate result and the 3-month rolling average of the Retail result, or b) Parity with retail Res & Bus POTS (for 2- & 4-wire), DS1 Private Line (for xDSL-I, ISDN, & ADSL) for reporting month's CLEC-aggregate result (statistically weighted)
• EEL-DS0	Diagnostic
Notes: Reporting will begin at the time CLECs order the Loop Splitting, in any quantity, for three consecutive months.	

MR-10 – Customer and Non-Qwest Related Trouble Reports

Purpose:
Evaluates the extent that trouble reports were customer related, and provides diagnostic information to help address potential issues that might be raised by the core maintenance and repair performance indicators.

Description:
Measures the percentage of all trouble reports that are attributed to the customer as a percentage of all trouble reports resolved during the reporting period, subject to exclusions specified below.
Includes trouble reports closed during the reporting period coded as follows:

- For services & elements measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant, Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider) and trouble reports involving a "no access" delay.
- For services & elements measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formula:
[(Number of Trouble Reports coded to disposition codes specified above) ÷ (Total Number of Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Subsequent trouble reports of any trouble before the original trouble report is closed
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Records involving official company services.
- Records with invalid trouble receipt, cleared or closed dates.
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.

Services and Elements Reporting:	Standards:
• Resale Residential single line service	Diagnostic
• Resale Business single line service	Diagnostic
• Other Resale Non-residential services (incl. Centrex, Centrex 21, and PBX)	Diagnostic
• Resale DS1 Service	Diagnostic
• Other Resale Digital Services (including Basic ISDN, DS0, Primary ISDN, and Frame Relay)	Diagnostic
• UDIT-DS1 level	Diagnostic
• Unbundled Analog Loop	Diagnostic
• Unbundled Digital Loop (incl. Non-loaded 2-wire & 4-wire, xDSL-l capable, ISDN capable, & ADSL-qualified)	Diagnostic

Notes:

MR-11 – LNP Trouble Reports Cleared within Specified Timeframes

Purpose:
Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence and business, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours.

Description:

MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence and business, out-of-service trouble reports that are cleared within four business hours of Qwest receiving these trouble reports from CLECs.

- Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next business day, that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below.

MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of Qwest receiving these trouble reports from CLECs.

- Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period.

- The "currently-scheduled due date/time" is the original due date/time established by Qwest in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to Qwest a timely or untimely request for delay of disconnection, it is CLEC/customer-requested later date/time.
- A request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the due date that Qwest has on record at the time of the request.
- A request for delay of disconnection is considered untimely if received by Qwest after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date
- Time measured is from date/time Qwest receives the trouble report to the date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide level

Formula:

MR-11A = [(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours) ÷ (Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period)] x 100

MR-11B = [(Number of specified LNP-only Trouble Reports closed in reporting period and cleared within 48 hours) ÷ (Total Number of specified LNP-only Trouble Reports closed in reporting period)] x 100

Exclusions:

- Trouble reports attributed to customer or non-Qwest reasons
- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
- Subsequent trouble reports of LNP trouble before the original trouble report is closed.
- For MR-11B only: Trouble reports involving a "no access" delay.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.

Services and Elements Reporting: LNP	**Standards:** Diagnostic

Notes:

BILLING

BI-1 – Time to Provide Recorded Usage Records

Purpose:
Evaluates the timeliness with which Qwest provides recorded daily usage records to CLECs.

Description:
Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable.

BI-1A – Measures recorded daily usage for Resale and includes industry standard electronically transmitted usage records for feature group switched access, [NOTE 1] local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

BI-1B – Measures the percent of recorded daily usage for Jointly provided switched access provided within four days. This includes usage created by CLEC and Qwest or IXC providing access, usually via 2-way Feature Group X trunk groups for Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services.

BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows:

- BI-1C-1 – Measures recorded daily usage for Resale and includes industry standard electronically transmitted usage records for feature group switched access, [NOTE 1] subject to exclusions specified below.
- BI-1C-2 – Measures recorded daily usage for Resale and includes industry standard electronically transmitted usage records for local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** BI-1A, BI-1C-1, BI-1C-2: Business Days BI-1B: Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** State level.

Formula:

BI-1A, BI-1C-1, BI-1C-2 (for specified services & elements & records) = Σ(Date Record Transmitted or made available – Date Usage Recorded) ÷ (Total number of records)

BI-1B = [(# of daily usage records for Jointly provided switched access sent within four days) ÷ (Total daily usage records for Jointly provided switched access in the report period)] x 100

Exclusions:

- Instances where CLEC requests other than daily usage transmission or availability.
- Duplicate records.

Services and Elements Reporting: • Resale • Jointly-provided Switched Access	**Standards:** BI-1A: Parity with Qwest retail. BI-1B: 95% within 4 business days BI-1C-1, BI-1C-2: Diagnostic

Notes:

1. "Feature group switched access" includes all type 110XXX detail records for Feature Groups A, B, C, and D.

BI-3 – Billing Accuracy – Adjustments for Errors

<table>
<tr><td colspan="2">Purpose:
Evaluates the accuracy with which Qwest bills CLECs, focusing on percentage of billed revenue adjusted due to errors.</td></tr>
<tr><td colspan="2">Description:
Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue.
Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period.
"Amounts adjusted off bills due to errors" is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.)</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Percent</td></tr>
<tr><td>Reporting Comparisons: CLEC aggregate, individual CLECs</td><td>Disaggregation Reporting: State level.</td></tr>
<tr><td colspan="2">Formula:
[∑(Total Billed Revenue Billed in Reporting Period - Amounts Adjusted Off Bills Due to Errors) ÷ (Total Billed Revenue billed in Reporting Period)] x 100</td></tr>
<tr><td colspan="2">Exclusions:
BI-3A - Resale – None
BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use</td></tr>
<tr><td>Services and Elements Reporting:
BI-3A – Resale, Unbundled Loops and EELs
BI-3B - Reciprocal Compensation Minutes of Use (MOU)</td><td>Standards:
BI-3A – Resale, Unbundled Loops and EELs: 98%
BI-3B – Reciprocal Compensation (MOU): 95%</td></tr>
<tr><td colspan="2">Notes:</td></tr>
</table>

NETWORK PERFORMANCE

NI-1 – Trunk Blocking

Purpose:
Evaluates factors affecting completion of calls from Qwest end offices to CLEC end offices, compared with the completion of calls from Qwest end offices to other Qwest end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks.

Description:
Measures the percentage of trunks blocking in interconnection and interoffice final trunks.

- Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent Blockage

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level
CLEC aggregate, individual CLEC, and Qwest Interoffice trunk blocking results.	Reports the percentage of trunks blocking in interconnection final trunks, reported by: NI-1A Interconnection (LIS) trunks to Qwest tandem offices, with TGSR-related exclusions applied as specified below; NI-1B LIS trunks to Qwest end offices, with TGSR-related exclusions applied as specified below; NI-1C LIS trunks to Qwest tandem offices, without TGSR-related exclusions; NI-1D LIS trunks to other Qwest end offices, without TGSR-related exclusions.

Formula:
{[Σ(Blockage in Final Trunk Group of Specified Type)x(Number of Circuits in Trunk Group)] ÷ (Total Number of Final Trunk Circuits in all Final Trunk Groups)} x 100

Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.

Exclusions:
For NI-1A and NI-1B only:

- Trunk groups, blocking in excess of one percent in the reporting period, for which:
  - A Trunk Group Service Request (TGSR) [NOTES 1 & 2] has been issued in the reporting period; or
  - CLECs do not submit, within 20 calendar days of receiving a TGSR:
    a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons [NOTE 3]);
    b) Trouble Reports; or
    c) Notification of traffic re-routing (as described in Note 1 below).

For NI-1A, NI-1B, NI-1C, and NI-1D:

- Trunk groups, blocking in excess of one percent in the reporting period, for which Qwest can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to:
  - Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances;
  - CLEC placing trunks in a "busy" condition;
  - Lack of interconnection facilities to fulfill LIS requests for which CLEC did not provide a timely forecast to Qwest. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to lack of facilities, and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner [NOTE 4]); or
  - Isolated incidences of blocking, about which Qwest provides notification to CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or Qwest, and (c) thus, do not require an actionable TGSR.

NI-1 – Trunk Blocking (Continued)

- Trunk groups recently activated that have not been in service for a full "20-high-day, busy hour" review period.
- Toll trunks, non-final trunks, and trunks that are not connected to the public switched network.
- One-way trunks originating at CLEC end offices.
- Qwest official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks.
- Records with invalid service/element (product) codes.
- Records missing data essential to the calculation of the measurement.

Services and Elements Reporting:	**Standards:**
LIS Trunks	Diagnostic

Notes:

1. Qwest uses TGSRs to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify Qwest within 20 days that it is initiating a Trouble Report where Qwest traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify Qwest that CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking.
2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where CLEC's response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group.
3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later.
   a) Qwest-initiated due date delays, including supplements made pursuant to Qwest requests to delay due dates, shall not be counted as CLEC delays in this measurement.
   b) Qwest-initiated due date changes to earlier dates that CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon.
   c) CLEC delays (e.g., "customer not ready" in advance of a due date) that do not contribute to a Qwest-established due date being missed shall not be counted as a CLEC delay in this measurement.
4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the un-forecasted ASR as if it were, in effect, the first forecast for the facilities needed.
   a) Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time.
   b) Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, Qwest still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.
   c) This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting.
5. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.

COLLOCATION

CP-1 – Collocation Completion Interval

Purpose:
Evaluates timeliness of Qwest's installation of collocation arrangements, focusing on average time to complete.

Description:
Measures interval between Collocation Application Date and Qwest's completion of the collocation installation.

- Includes all collocations of types specified herein that are assigned a Ready for Service (RFS) date by Qwest and completed during the reporting period, subject to exclusions specified below.
- Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless line sharing, and virtual. NOTE 1
- The Collocation Application Date is the date Qwest receives from CLEC a complete and valid application for collocation. In cases where CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications include conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- Completion of the collocation installation is the date on which the requested collocation arrangement is "Ready For Service" as defined in the Definition of Terms section herein.
- RFS Dates: RFS dates are established according to intervals specified in interconnection agreements. Where interconnection agreement does not specify intervals, or where CLEC requests, RFS dates are as follows:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where CLEC provides equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date is:
    - **Forecasted Collocations:** 90 calendar days after Collocation Application Date for collocations where CLEC provides complete forecast to Qwest 60 or more calendar days in advance of Application Date.
    - **Non-forecasted Collocations:** 120 calendar days after Collocation Application Date for collocations where CLEC does not provide forecast to Qwest 60 or more calendar days in advance of application.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where CLEC provides equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date is:
    - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of application.
    - **Non-forecasted Collocations:** 120 calendar days after quote acceptance date for collocations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of application.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date is:
    - **Forecasted Collocations:** 45 calendar days after equipment is provided to Qwest, for collocations for which CLEC provides complete forecast to Qwest 60 or more calendar days in advance of application.
    - **Non-forecasted Collocations:** 75 calendar days after equipment is provided to Qwest, for collocations for which CLEC does not provide forecast to Qwest 60 or more calendar days before application.
  - **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:

- **Forecasted Collocations:** 45 calendar days after equipment is provided to Qwest, for collocations for which CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **Non-forecasted Collocations:** 75 calendar days after equipment is provided to Qwest, for collocations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

- **All Collocations (physical, virtual, forecasted, or non-forecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-1A, -1B, or -1C according to the interval criteria specified below for these measurements.
- Where there is CLEC-caused delay, the RFS Date is rescheduled
- RFS dates may be extended beyond the above intervals for CLEC reasons, or for reasons beyond Qwest's control, but not for Qwest reasons.
- Where CLECs do not accept quote within thirty days of the quote date, the application is considered expired.

CP-1A Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 90 calendar days or less.

CP-1B Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 91 to 120 calendar days.

CP-1C Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 121 to 150 calendar days.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide.

Formula: (for CP-1A, CP-1B and CP-1C)

Σ[(Collocation Completion Date) – (Application Date)] ÷ (Total Number of Collocations Completed in Reporting Period)

Exclusions:

- CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.
- CP-1B: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 91 calendar days or longer than 120 calendar days from Collocation Application Date to RFS date.
- CP-1C: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 121 calendar days or longer than 150 calendar days from Collocation Application Date to RFS date.
- Cancelled or expired applications.

Services and Elements Reporting:	**Standards:**
Not applicable	CP-1A: 90 calendar days CP-1B: 120 calendar days CP-1C: 150 calendar days

Notes:

1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-2 – Collocations Completed within Scheduled Intervals

Purpose:
Evaluates extent to which Qwest completes collocation arrangements within standard intervals.

Description:
Measures percentage of collocation applications completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a Ready for Service Date RFS date by Qwest and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- The Collocation Application Date is the date Qwest receives from CLEC a complete and valid application for collocation. In cases where CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- Establishment of RFS Dates: RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where CLEC provides equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after Collocation Application Date for physical collocations for which CLEC provides complete forecast to Qwest 60 or more calendar days in advance of Application Date.
    - **Non-forecasted Collocations:** 120 calendar days after Collocation Application Date for physical collocations where CLEC does not provide forecast to Qwest 60 or more calendar days in advance of Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where CLEC provides equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after quote acceptance date for collocations for which CLEC provides complete forecast to Qwest 60 or more calendar days in advance of Collocation Application Date.
    - **Non-forecasted Collocations:** 120 calendar days after quote acceptance date for collocations for which CLEC does not provide forecast to Qwest 60 or more calendar days in advance of Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 45 calendar days after equipment is provided to Qwest, for collocations for which CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Non-forecasted Collocations:** 75 calendar days after equipment is provided to Qwest, for collocations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:

CP-2 – Collocations Completed within Scheduled Intervals (continued)

- **Forecasted Collocations:** 45 calendar days after equipment is provided to Qwest, for collocations for which CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **Non-forecasted Collocations:** 75 calendar days after equipment is provided to Qwest, for collocations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

- **All Collocations (physical, virtual, forecasted, or non-forecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements.
- Where there is CLEC-caused delay, the RFS Date is rescheduled.

- Where CLECs do not accept the quote within thirty calendar days of quote date, application is considered expired.

CP-2A **Forecasted Collocations**: Measures collocation installations for which CLEC provides a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

CP-2B **Non-Forecasted and Late Forecasted Collocations**: Measures collocation installations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

CP-2C **All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days**: Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level

Formula: (for CP-2A, CP-2B and CP-2C)

[(Count of Collocations for which the RFS is met) ÷ (Total Number of Collocations Completed in the Reporting Period)] x 100

Exclusions:

- RFS dates missed for reasons beyond Qwest's control.
- Cancelled or expired requests.

Services and Elements Reporting: None	**Standards:** CP-2A & -2B: 90% CP-2C: 90%

Notes:

1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-3 – Collocation Feasibility Study Interval

Purpose: Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to CLEC.	
Description: Measures average interval to respond to collocation studies for feasibility of installation. • Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. [NOTE 1] • Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to CLEC. • The Collocation Application Date is the date Qwest receives from CLEC a complete application for collocation. In cases where CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.	
Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level
Formula: Σ[(Date Feasibility Study provided to CLEC) – (Date Qwest receives CLEC request for Feasibility Study)] ÷ (Total Feasibility Studies Completed in the Reporting Period)	
Exclusions: • CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date.	
Services and Elements Reporting: None	**Standard:** 10 calendar days or less
Notes: 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).	

CP-4 – Collocation Feasibility Study Commitments Met

Purpose:
Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to CLEC as committed.

Description:
Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval

- The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by CLEC, the interval resulting from the delay.
- Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. [NOTE 1]
- Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to CLEC.
- The Collocation Application Date is the date Qwest receives from CLEC a complete application for collocation. In cases where CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Subject to superseding terms in CLEC's interconnection agreement, when CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level

Formula:
[(Total Applicable Collocation Feasibility studies completed within Scheduled Intervals) ÷ (Total applicable Collocation Feasibility studies completed in the reporting period)] x 100

Exclusions: None

Services and Elements Reporting: None	**Standard:** 90 percent or more

Notes:
1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

DEFINITION OF TERMS

Application Date (and Time) – The date (and time) on which Qwest receives from CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
  (1) LSRs and ASRs received after 3:00PM MT for designed services and elements and Local Number Portability (except non-designed, flow-through LNP).
  (2) Retail orders received after 3:00 PM local time for designed services.
  (3) LSRs received after 7:00PM MT for POTS Resale (Residence and Business), Non-Design Resale Centrex, Unbundled Loops, and non-designed, flow-through LNP.
  (4) Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

Automatic Location Information (ALI) – The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.

Bill Date – The date shown at top of the bill, representing the date on which Qwest begins to close the bill.

Blocking – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

Business Day – Workdays that Qwest is normally open for business. Business Day = Monday through Friday, excluding weekends and Qwest published Holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

Cleared Trouble Report – A trouble report for which the trouble has been cleared, meaning the customer is "back in service".

Closed Trouble Report – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

Common Channel Signaling System 7 (CCSS7) – A network architecture used to for exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.

Common Transport – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

Completion – The time in the order process when the service has been provisioned and service is available.

Completion Notice – A notification the ILEC provides to CLEC to inform CLEC that the requested service order activity is complete.

Coordinated Customer Conversion -- Orders that have a due date negotiated between the ILEC, CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.

Customer Requested Due Date – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.

Customer Trouble Reports – A report that the carrier providing the underlying service opens when notified that customer has problem with their service. Once resolved, disposition of the trouble is changed to closed.

Dedicated Transport – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.
Delayed Order – An order which has been completed after the scheduled due date and/or time.
Directory Listings – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.
DS-0 – Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.
DS-1 – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.
DS-3 – Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.
Due Date – The date provided on the Firm Order Confirmation (FOC) the ILEC sends CLEC identifying the planned completion date for the order.
End Office Switch – A switch from which an end users' exchange services are directly connected and offered.
Final Trunk Groups – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.
Firm Order Confirmation (FOC) – Notice the ILEC sends to CLEC to notify CLEC that it has received CLECs service request, created a service order, and assigned it a due date.
Flow-Through –The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.
Installation – The activity performed to activate a service.
Installation Troubles – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).
Interconnection Trunks – A network facility that is used to interconnect two switches generally of different local exchange carriers
Inward Activity – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.
Jeopardy – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order
Jeopardy Notice – The actual notice that the ILEC sends to CLEC when a jeopardy has been identified.
Lack of Facilities – A shortage of cable facilities identified after a due date has been committed to a customer, including CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.
Local Exchange Traffic – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.
Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability) – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."
Local Service Request (LSR) – Transaction sent from CLEC to the ILEC to order services and elements or to request a change(s) be made to existing services and elements.
Mechanized Bill – A bill that is delivered via electronic transmission.
Plain Old Telephone Service (POTS) – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).
Projects – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.
Query Types – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

Ready For Service (RFS) – The status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving CLEC). and
- The following items complete, subject to CLEC having made required payments to Qwest (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
  - Key turnover made available to CLEC.
  - APOT/CFA complete, as defined/required in CLEC's interconnection agreement and
  - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per Qwest's published standard installation intervals for such telephone service).

Ready for Service Date (RFS date) – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

Reject – A status that can occur to a CLEC-submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

Repeat Report – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

Service Group Type – The designation used to identify a category of similar services or elements, e.g., loops.

Service Order – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

Service Order Type – The designation used to identify the major types of provisioning activities associated with a local service request.

Standard Interval – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the Qwest Standard Interval Guidelines.

Subsequent Reports – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of "closed."

Tandem Switch – Switch used to connect and switch trunk circuits between and among Central Office switches.

Time to Restore – The time interval from the receipt, by the ILEC, of a trouble report on a customer's service to the time service is fully restored to the customer.

Unbundled Loop - The Unbundled Loop is a transmission path between a Qwest Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

Usage Data – Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.

GLOSSARY OF ACRONYMS

ACRONYM	DESCRIPTION
ACD	Automatic Call Distributor
ADSL	Asymmetric Digital Subscriber Line
ALI	Automatic Line Information (for 911/E911 systems)
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CABS	Carrier Access Billing System
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CRIS	Customer Record Information System
CSR	Customer Service Record
DS0	Digital Service 0
DS1	Digital Service 1
DS3	Digital Service 3
E911 MS	E911 Management System
EAS	Extended Area Service
EB-TA	Electronic Bonding – Trouble Administration
EELS	Enhanced Extended Loops
ES	Emergency Services (for 911/E911)
FOC	Firm Order Confirmation
GUI	Graphical User Interface
HDSL	High-Bit-Rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Interexchange Carrier
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
IOF	Interoffice Facilities (refers to trunk facilities located between Qwest central offices)
ISDN	Integrated Services Digital Network
IMA	Interconnect Mediated Access
LATA	Local Access Transport Area
LIS	Local Interconnection Service Trunks
LNP	Long Term Number Portability
LSR	Local Service Request
N, T, C	Service Order Types - - N (new), T (to or transfer), C (change)
NDM	Network Data Mover
NPAC	Number Portability Administration Center
OBF	Ordering and Billing Forum
OOS	Out of service (type of trouble condition)
OSS	Operations Support Systems
PBX	Private Branch Exchange
PON	Purchase Order Number
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface (type of ISDN service)

GLOSSARY OF ACRONYMS (continued)

ACRONYM	DESCRIPTION
RFS	Ready for Service (refers to collocation installations)
SIA	SAAFE (Strategic Application Architecture Framework and Environment) Information Access
SOP	Service Order Processor
SOT	Service Order Type
SS7	Signaling System 7
STP	Signaling Transfer Point
TN	Telephone Number
UDIT	Unbundled Dedicated Interoffice Transport
UNE	Unbundled Network Element
VRU	Voice Response Unit
WFA	Workforce Administration
XDSL-I	(x) Digital Subscriber Line. (The "x" prefix refers to DSL generically. An "x" replaced by an "A" refers to Asymmetric DSL, and by an "H" refers to High-bit-rate DSL.)

APPENDIX A

PO-20 Feature Detail Fields

Resale(POTS and Centrex 21)

CFN
Validate the call forwarding TN

CFNB
Validate the call forwarding TN

CFND
Validate the call forwarding TN

RCYC
FID associated with a call forwarding don't answer USOC that determines how many rings before the call forwards to the TN provided with the CFN or CFND FIDs.

HLN (HLA Hot Line)
FID associated with the USOC HLA (which is on our USOC list to validate.) The Hot Line feature call forwards automatically to a pre-programmed number. This TN is provided following the HLN FID. The data provided in the Feature Detail section on the LSR will be validated against the HLN FID on the service order to determine whether the FID is present and the TN provided on the LSR with the FID is correct on the service order.

LINK (HME CALL FORWARDING TO CELLULAR)
FID associated with the USOC HME (which is on our USOC list to validate.) The HME feature call forwards a call from the landline telephone number to a cellular telephone number. The LINK FID, along with the PCS telephone number provided in the Feature Detail section on the LSR, will be validated against the LINK FID on the service order to determine whether the FID is present and the telephone number provided on the LSR matches the telephone number on the service order.

DES on DID MBB
If CLEC requests a DID voice mailbox the DID number will follow the FID DES on the LSR in the Feature Detail section and on the service order. The DES FID along with the DID telephone number provided in the Feature Detail section on the LSR will be validated against the DES FID on the service order to determine whether the FID is present and the DID telephone number provided on the matches the telephone number on the service order.

TN on Custom Ring USOC (RGG1A etc.)
We currently have 9 custom ring USOCs on our PO-20 USOC list. Along with the custom ring USOC is the TN FID. The TN FID along with the custom ring telephone number provided in the Feature Detail section on the LSR will be validated against the TN FID on the service order to determine whether the FID is present and the custom ring telephone provided on the LSR with the FID is correct on the service order. (The validation would only apply if the USOC and FID were present in the Feature Detail section of the LSR.)

CAS (If provided on LSR for SEA)
Call Screening Code Assignment is a FID associated with the selective class of call feature (which is on our USOC list to validate.) Along with the CAS FID is a two-digit number that indicates what type of screening is being requested. The CAS FID along with a two-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit number matches the two-digit number provided on the LSR.

WW (if provided on LSR for TFM)
Working With is a FID associated with the transfer mailbox feature (which is on our USOC list to validate.) Along with the WW FID is a ten-digit number that indicates where the voice mailbox is located. The WW FID along with the ten-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit number matches the ten-digit number provided on the LSR.

MBOA (if provided on LSR for VFN)
Mailbox out-dial notification is a FID associated with the message notification feature (which is on our USOC list to validate.) Along with the MBOA FID is a two-digit alphanumeric combination that indicates where the notification will be sent (i.e., identifies pager type.) The MBOA FID along with the two-digit alphanumeric combination is provided in the

Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit alphanumeric matches the two-digit alphanumeric provided on the LSR.

DES on VGT (if provided on LSR)

Description is a FID associated with the scheduled greeting feature (which is on our USOC list to validate.) Along with the DES FID is a ten-digit telephone number that reflects the DID mailbox number. The DES FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

WLT (WLS Warm Line)

Warm line timeout is a FID associated with the warm line feature. Along with the WLT FID is a one or two numeric value that indicates the number of seconds that must elapse before the DMS-100 switch sets up the connection for a warm line service number. The WLT FID along with the one or two numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one or two numeric value matches the one or two numeric value provided on the LSR.

FIDs associated with WFA (800 service line feature – on USOC list to validate):

SIT (if provided on LSR for WFA)

Special identifying telephone number is a FID associated with the 800 service line feature. Along with the SIT FID is a ten-digit telephone number that reflects the 800, 888, 877, or 866 service line feature. The SIT FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

SIS (if provided on LSR for WFA)

Special Identifying Telephone Number Supplemental is a FID associated with the 800 service line feature. The SIS FID along with a one-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one-digit number matches the one-digit number provided on the LSR.

ELN (if provided on LSR for WFA)

800 Service listed name is a FID associated with the 800 service line feature. Along with the ELN FID is a listed name, which follows the format of a business name. The ELN FID along with the name is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the name matches the name provided on the LSR.

ELA (if provided on LSR for WFA)

800 listed address is a FID associated with the 800 service line feature. Along with the ELA FID is an address, which follows the format of a listed address plus LATA, State, and ZIP code. The ELA FID along with the address is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the address matches the address provided on the LSR.

AOS (if provided on LSR for WFA)

Area of service is a FID associated with the 800 service line feature. Along with the AOS FID are one to two alphanumeric characters and three numeric characters which represents LATA and AC of the address. The AOS FID along with the additional characters are provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the additional characters match the additional characters provided on the LSR.

ALC (if provided on LSR for WFA)

IntraLATA carrier is a FID associated with the 800 service line feature. It indicates the IntraLATA carrier for the 800 service. Along with the ALC FID is the three-digit code (OTC) for the IntraLATA carrier. The ALC FID along with the three-digit code is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the three-digit code matches the three-digit code provided on LSR.

Resale

FIDs associated with SO3, SO5, SFB, C2TAX (Electronic Business Set USOCs – on USOC list to validate):

KEY (If provided on LSR for Electronic Business Set EBS USOCs)

Key Designation (KEY number) is a FID associated with the Electronic Business Set feature. Along with the KEY FID is a numeric value that indicates the key designated for different features or lines on the EBS. The KEY FID along with the numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the numeric value matches the numeric value provided on the LSR.

MADN (If provided on LSR for Electronic Business Set EBS USOCs)

Multiple Appearance Directory Number Call Arrangement is a FID associated with the Electronic Business Set feature. Along with the MADN FID is a set of alpha values that indicate the type, appearance and ring status desired for different features or lines on the EBS. The KEY FID along with the alpha values is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha values match the alpha values provided on the LSR.

ROL (If provided on LSR for Electronic Business Set EBS USOCs)

Ring On Line is a FID associated with the Electronic Business Set feature. Along with the ROL FID is an alpha value that indicates if the line will ring (Y or N). The ROL FID along with the alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha value matches the alpha value provided on the LSR.

TTYD (If provided on LSR for C2TAX)

Terminal Type is a FID associated with the adjunct module feature. Along with the TTYD FID is a 4 character alpha value based on customer equipment. The TTYD FID along with the 4 character alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 4 character alpha value matches the 4 character alpha value provided on the LSR.

FIDs associated with E3PPK (CALL PICK-UP feature – on USOC list to validate):

CPG (If provided on LSR for E3PPK)

Call Pickup Group is a FID associated with the CALL PICK-UP feature. Along with the CPG FID is a 1-3 digit numeric value that identifies the call pickup group. The CPG FID along with the 1-3 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 1-3 digit numeric value matches the 1-3 digit numeric value provided on the LSR.

CPUO (If provided on LSR for E3PPK)

Call Pickup-Originating is a FID associated with the CALL PICK-UP feature. Along with the CPUO FID is an alphanumeric value that identifies the call pickup group. The CPUO FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

CPUT (If provided on LSR for E3PPK)

Call Pickup-Terminating is a FID associated with the CALL PICK-UP feature. Along with the CPUT FID is an alphanumeric value that identifies the call pickup group. The CPUT FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

FIDs associated with GVJ, EZJ, GVZ, GV2, EVH, GVV (Speed Call feature USOCs – on USOC list to validate):

SCG (If provided on LSR for Speed call USOCs)

Speed Call Group is a FID associated with the Speed call feature. Along with the SCG FID is a 7 digit numeric value that identifies the controller of the group. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 7 digit numeric value matches 7 digit numeric value provided on the LSR.

CSL (If provided on LSR for Speed call USOCs)

Change Speed Calling Group List is a FID associated with the Speed call feature. Along with the CSL FID is a 2 digit numeric value that identifies the size of the group list. The SCG FID along with the 7 digit numeric value is provided in

the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 2 digit numeric value matches 2 digit numeric value provided on the LSR.

SCF (If provided on LSR for Speed call USOCs)

Speed Calling Feature Name is a FID associated with the Speed call feature. Along with the SCF FID is an alphanumeric value that identifies the controller of the shared list. The SCF FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

Exhibit K-QPAP II

Attachment 2: Payment Levels for PIDs Subject to Per Occurrence Payment Increments and Performance Credits

PID Categories and Measurements	PID #	Payment Levels		
		Low	Med	High
PRE-ORDER / ORDER				
LSR Rejection Notice Interval	PO-3[a]	X		
Firm Order Confirmations On Time	PO-5	X		
Work Completion Notification Timeliness	PO-6[b]	X		
Billing Completion Notification Timeliness	PO-7[b]	X		
Jeopardy Notice Interval	PO-8	X		
Timely Jeopardy Notices	PO-9	X		
(Expanded)-Manual Service Order Accuracy	PO-20		X	
ORDERING AND PROVISIONING				
Installation Commitments Met	OP-3[f]			X
Installation Intervals	OP-4[c,f]			X
New Service Quality	OP-5A[f], B[d,g]			X
Delayed Days	OP-6[d,f]			X
Coordinated Cuts On Time-Unbundled Loops	OP-13A			X
MAINTENANCE AND REPAIR				
Out of Service Cleared within 24 hours	MR-3[f]			X
All Troubles Cleared within 4 hours	MR-5[f]			X
Mean time to Restore	MR-6[e, f]			X
Repair Repeat Report Rate	MR-7[f]			X
Trouble Rate	MR-8[f]			X
BILLING				
Time to Provide Recorded Usage Records	BI-1	X		
Billing Accuracy-Adjustments for Errors	BI-3	X		
NETWORK PERFORMANCE				
Trunk Blocking	NI-1			X

a. PO-3 is limited to PO-3X.
b. PO-6 is included with PO-7X as one "family." Measurements within that family share a single payment increment or performance credit opportunity, with only the measurement having the highest payment being used to generate a payment increment or performance credit.
c. OP-4 is included with OP-6 as one "family." Measurements within each family share a single payment opportunity, with only the measurement having the highest payment being used to generate a payment increment or performance credit.
d. For purposes of QPAP II, OP-6A and OP-6B will be combined and treated as one.
e. Applicable only to xDSL-I capable loops.
f. Excludes the following service/element disaggregations as applicable to this PID: Resale Centrex, Resale Centrex 21, Resale DS0 (non-designed), Resale DS0 (designed), Resale DS0, E911/911 Trunks, Resale Frame Relay, Resale Basic ISDN (non-designed), Resale Basic ISDN (designed), Resale Basic ISDN, Resale Primary ISDN (non-designed), Resale Primary ISDN (designed), Resale Primary ISDN, Resale PBX (non-designed), Resale PBX (designed), Resale PBX, Sub-Loop Unbundling, UNE-P (POTS), UNE-P (Centrex), and UNE-P (Centrex 21).

Exhibit No. 1
Case No. QWE-T-08-04
M. Williams, Qwest
Attachment 2, p. 1 of 1

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing **Direct Testimony and Exhibit of Michael G. Williams** was served on the 30th day of July, 2010 on the following individuals:

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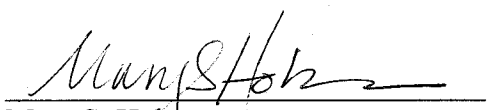
Douglas K, Denney Integra Telecom, Inc. 1201 Lloyd Blvd., Suite 500 Portland, OR 97232 dkdenney@integratelecom.com	____ X ____ ____ X	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email
Michel Singer Nelson Associate General Counsel 360networks (USA) Inc. 370 Interlocken Blvd., Suite 600 Broomfield, CO 80021 mnelson@360.net	____ X ____ ____ X	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email
Gregory L. Rogers Senior Corporate Counsel Level 3 Communications LLC 1025 Eldorado Boulevard Broomfield, CO 80021 greg.rogers@level3.com	____ X ____ ____ X	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email



Mary S. Hobson
Attorney for Qwest Corporation