

Decision No. C02-399

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

DOCKET NO. 01I-041T

IN THE MATTER OF THE INVESTIGATION INTO ALTERNATIVE APPROACHES
FOR A QWEST CORPORATION PERFORMANCE ASSURANCE PLAN IN COLORADO.

**DECISION ON REMAND
AND OTHER ISSUES PERTAINING TO
THE COLORADO PERFORMANCE ASSURANCE PLAN**

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I. BACKGROUND

A. Decision No. R02-41-I granted Qwest’s Motion for Remand of Specified Colorado Performance Assurance Plan (CPAP or Plan), issues to the Special Master, Professor Phil Weiser. The remand included the following four issues:

- 1) the Commission’s reservation of the right unilaterally to change the CPAP [CPAP §§ 18.1 et seq., 19.1];
- 2) the escalation clause for Tier 1 payments [CPAP § 8.2];
- 3) the inclusion of a monitoring measure for special access services; and
- 4) the definition of CLEC-affecting change [CPAP § 14.1].

The special access issue was remanded for the limited purpose of devising solutions for monitoring Qwest’s special access services performance. The remand of the definition of CLEC-affecting change was for the limited purposes of making the CPAP language more practicable and for refining the definition of CLEC-affecting change.

B. On February 19, 2002 the Special Master submitted a Supplemental Report and Recommendation (Supplemental Report) on the remand issues and various CPAP implementation issues. The six parts of the Supplemental Report address: 1) requirements for data management processes; 2) change management requirements; 3) the escalation function; 4) the special access issue; 5) the changeability of the CPAP; and 6) assorted implementation issues.

C. Decision No. R02-173-I allowed participants to file comments on the Supplemental Report. Qwest; Joint CLECs comprised of AT&T Communications of the Mountain States, Inc. (AT&T), TCG Colorado, WorldCom, Inc. on behalf of its regulated subsidiaries (WorldCom), and Covad Communications Company (collectively, Joint CLECs); Time Warner Telecom of Colorado LLC (Time Warner); and the Colorado Office of Consumer Counsel (OCC) filed comments.

D. On March 27, 2002 the Commission held a decision meeting. This Decision addresses the remanded issues and the implementation issues. The Decision follows a similar format as previous CPAP orders: a synopsis of the Special Master's recommendation and a synopsis of the decision are given. Next, there is a recitation of the arguments in support of and against the recommendation, and then the Commission's reasoning for accepting or denying the recommendation.

II. INTRODUCTION

A. In this decision the Commission outlines a CPAP that, in its substance and execution, largely tracks the Final Report and Recommendation and the Supplemental Report and Recommendation of the Special Master. The participants in this docket display general agreement on the structure and principles of the CPAP.

B. This Order modifies and clarifies the CPAP where warranted. Fundamentally, however, this Order reaffirms the integrity of the CPAP initially recommended by the Special Master and modified by the hearing commissioner in Decision Nos. R01-997-I and R01-1142-I. This final recommended CPAP, embodied in the SGAT language of Attachment A to this Decision, represents this Commission's best effort - with ample input from all parties - to ensure that Qwest performs its interconnection and unbundling obligations under the federal Telecommunications Act of 1996 (the Act) after receiving in-region, interLATA authority under § 271.

C. Based on the Commission's decision with respect to the remand issues, new recommended SGAT language accompanies this Decision as Attachment A. This is the operative SGAT language Qwest must adopt before this Commission will recommend to the Federal Communications Commission (FCC) that it grant Qwest § 271 authority.

III. REMAND ISSUES

A. Requirements For Processes Used To Generate Data Measurement, Collection, And Reporting

1. Supplemental Report and Recommendation (SR&R at 1-3; 10)

a. The Special Master recommends a two-prong approach for requirements for Qwest's processes used to generate data measurement, collection, and reporting. If relevant data can be replicated under the old approach (non-fundamental change), then Qwest must note all changes on a public website, the Auditor shall evaluate all changes Qwest made to decide which, if any, should be scrutinized with reconstruction of data. If relevant data cannot be replicated (fundamental change), then before making any fundamental changes: 1) Qwest shall notify the Auditor and request an evaluation of the change; 2) the Auditor will inform the Commission if the change is permissible; 3) the Commission will have 15 days to take action to prevent the change. If no action is taken by the Commission, Qwest shall be allowed to make the change after the 15 day period. If the Auditor concludes the change would be adverse to the integrity of the data, then Qwest would be prohibited from making the change.

b. The Special Master further recommended the applicable penalty when Qwest fails to comply with this provision. If Qwest makes a fundamental change (*i.e.*, data

cannot be replicated) without following the process, then a \$100,000 fine would be payable to the Special Fund. If Qwest cannot replicate reliable data, then the Independent Monitor shall use CLEC data to determine applicable payments, interest, and any late payments penalties. If Qwest fails to document changes accurately on the website, then a \$2,500 fine for each failure would be payable to the Special Fund.

c. The Special Master suggested that the sound practice for introducing PIDs should be to work through a collaborative forum before bringing a proposed PID addition or change to the Commission. The preferred approach should also be to introduce new PIDs as "diagnostic" measures, allowing for some reporting of actual data before determining the relevant standard and appropriate penalties.

2. Decision

a. We accept the Special Master's recommendation on the two-prong approach for fundamental and non-fundamental changes to Qwest's Performance Measurement and Reporting System.

3. Discussion (Qwest Comments at 2-4. Qwest SGAT §§14.1-14.3 at 13, deleted § 14.3 at 14, and deleted § 18.9 at 24. Joint Comments at 3-6.)

a. Qwest endorses the Special Master's recommendation with four minor proposed modifications: 1) Qwest has made minor changes to Sections 14.1 and 14.2 to conform the

language that refers to Qwest's Performance Measurement and Reporting System more accurately to describe the processes Qwest uses to collect and report data; 2) Qwest asserts that the Commission should establish a 7-day deadline for the Auditor to act on changes that cannot be replicated; 3) Qwest should have the ability to appeal any decision by the Auditor to disallow the change; and 4) the Commission should make it clear that in the event approval for a change is denied, Qwest should not be liable for any inaccuracies in the data that result from an inability to obtain approval for the change.

b. Qwest also contends that the Special Master clarified that he did not intend to have PIDs and CPAP changes included in the Change Management Plan (CMP). Accordingly, Qwest argues that, references to the CMP in Sections 14.3 and 18.9 should be eliminated. Further, Qwest states that § 18.9 presumes that the parties would obtain pre-approval from an outside source, and therefore should be stricken.

c. The Joint CLECs indicate that they were not clear how the Supplemental Report and Recommendation treats CLEC-affecting changes to Qwest's performance measurement system. They assert that the language proposed in their comments concerning changes to Qwest's data measurement, data collection and data reporting processes is consistent with the Special Master's recommendation.

d. Qwest's proposed language more closely reflects the Special Master's recommendation. We address each of Qwest's four proposed "minor" modifications in turn. We accept Qwest's changes to §§ 14.1 and 14.2. The additional description of Qwest's Performance Measurement and Reporting System will be inserted. This description more accurately describes the underlying programs, tables and calculations used by Qwest in the generation of CPAP reports. This should not be an exclusive list. Therefore, the descriptive list should be preceded by the phrase "defined to include" rather than "defined to be". This allows for the addition of other elements in the future if the need should arise.

e. The March 27 decision meeting revealed the need for clarification in § 14.1. The Special Master recommended that Qwest be allowed to post all changes to its reporting system to a change log on a public website. We now clarify that this website should be easily accessible and dedicated to the CPAP so that CLECs, Office of Consumer Counsel, Commission Staff and other interested parties, including members of the public, will not have trouble locating the information. We suggest a site similar to the Change Management website, located at www.qwest.com/wholesale/cmp. There should be straightforward links to the CPAP monthly performance reports, monthly payment reports, the change log, the Auditor's reports and other CPAP-

related information. There should also be a confidential or password-protected part of this site that contains the CLEC individual monthly reports.

f. We do not accept Qwest's changes to § 14.3 to impose a seven-day turn around time for the Auditor's report on reporting system proposed changes. Without knowing the amount of work that these analyses might include, we will not impose a seven-day deadline for the Auditor's report to the Commission. The time frames for the Auditor's work can be negotiated in the relevant contract.

g. We partially accept Qwest's argument on the right to appeal any Auditor's decision to disallow a change. The Auditor will not be a decision maker under the CPAP. The Auditor will analyze the integrity of the data, and report those findings to the Commission or the Independent Monitor. Therefore, there is no "decision" to appeal. For the purposes of § 14.3, we will allow any interested parties to file comments on the Auditor's report with the Commission no later than seven days into the Commission's 15-day review period. Both the seven day comment period and the Commission's 15-day review period will begin when the Auditor files the report with the Commission and delivers it to Qwest. Further, Qwest shall post the report on the CPAP website immediately after receiving it from the Auditor. This will allow Qwest and other parties the opportunity

timely to file comments on both the proposed change and the Auditor's findings.

h. We do not accept Qwest's fourth proposed change to the Special Master's recommendation. Qwest's language goes too far in prospectively limiting its liability. If circumstances arise in which Qwest claims errors in the data are the result of a disallowed change, these should be dealt with on an individual case basis with Qwest retaining the burden of proving its position.

i. Qwest's comments also indicated that the Special Master clarified that PIDs and CPAP changes should not be included in CMP. We agree with this assertion. Qwest's removal of language in § 14.3 and the last two sentences of § 18.9 is appropriate. The language should be countered with the retention of the first sentence in § 18.9, and the inclusion of language in § 18.6.1, discussed later in the Escalation part of this order. (See §§ 14.1, 14.2, 14.3, and 18.9 in Attachments A and B).

B. Regulatory Oversight Over Change Management And CLEC-Affecting Changes

1. Supplemental Report and Recommendation (SR&R at 3-4)

a. Changes that affect CLEC access to Qwest's wholesale systems currently result in a \$1,000 fine per unapproved change. This "one-size-fits-all" approach is

inadequate. At present, there is no Commission approved change management regime with a definition for and sub-categorization of types of, CLEC-affecting changes. Once the Commission develops and approves a definition and classification regime for CLEC-affecting changes in the Change Management context, the CPAP should be modified accordingly. It should alter the penalty regime set out in § 14.3 to ensure that it is tailored to its dual role in ensuring adherence to the change management rules and compensating CLEC's for any harm from Qwest's failure to do so. The PO-18, GA-7, and PO-16 Performance Indicator Definition (PID) measures and the new payment obligation should not result in more than one payment for the same harm.

2. Decision

a. We accept the Special Master's recommendation on CLEC-affecting changes. Once a tiered definition is agreed to in the Change Management Plan it shall be incorporated into the CPAP. Appropriate penalty levels will be determined and ordered at that time.

3. Discussion (*Qwest Comments at 5-8. Joint Comments at 3-6.*)

a. Qwest does not agree with the Special Master's recommendation on this issue. Qwest asserts that the Special Master's intent to import the CMP process wholesale into the CPAP was never apparent to Qwest and is highly problematic.

The Special Master's recommendation that Qwest should be accountable for further payments than are already in PIDs PO-16, PO-18 and GA-7 (attendant to the CMP) raises several concerns.

b. Qwest opposes any CPAP provision that would hold Qwest financially liable for every obligation in the CMP regime. Instead, Qwest is willing to include obligations to pay affected CLECs \$1,000 for missing the initial notification requirement and \$250 for subsequent notification requirements for a software release. Qwest asserts, however, that CLECs must be required to demonstrate that they have actually been affected by the failure to issue the notification.

c. Qwest cannot agree to include in the CPAP, provisions providing payment obligations for failure to meet product and process notification obligations. Further, Qwest cannot agree to incorporate these new provisions at the six-month review.

d. The Joint CLECs do not separately discuss this issue in their comments. Rather, the Joint CLECs provided a definition of "CLEC-affecting" in their proposed language for § 14.1 that carries through their interpretation of the Special Master's recommendation on this issue.

e. At the conclusion of this entire § 271 process, there will be only two elements left with which to hold Qwest accountable for non-discriminatory treatment in providing

wholesale and resale services to CLECs. These two elements are the CPAP and the CMP. It follows, therefore, that these two plans overlap in many areas of the carriers' business to business relationships. The CMP covers a broad area of systems, products, and processes that, when changed, affect the way CLECs do business with Qwest. It is logical that Qwest should be held accountable for following the CMP timelines and milestones that it agreed to in the CMP redesign process.

f. The CMP redesign team is currently negotiating a leveled approach for defining CLEC-affecting changes, and the associated processes for notification, comments and implementation. When this task is agreed to and implemented by CMP, Qwest shall file this information with the Commission. The Commission will then propose penalties for each CLEC-affecting level, and allow for comments on those proposed penalties. Once comments are received, the Commission will issue an order establishing both the language to be included in the CPAP and the penalty amount(s) for each level. At that time, Qwest will be required to incorporate the language and penalties into the CPAP and into the monthly reports. Once Qwest receives § 271 approval from the FCC, as with all other penalties and payments, Qwest will be required to begin making payments to affected CLECs for these "misses" as well.

g. We agree with the Special Master that the flat \$1,000 fine for unapproved or unnoticed changes that minimally affect CLECs' business is too high. For changes that dramatically affect CLECs' business, the penalty is too low. Without seeing the final outcome from the CMP redesign group, we anticipate penalties ranging from \$100 to \$10,000 consistent with the commercial import of the change.

h. There is no additional language for the CPAP at this time. We do agree with the deletion of the portion of § 14.3 that currently includes the \$1,000 fine for unapproved CLEC-affecting changes. We do not agree to Qwest's proposed changes to PID PO-16.

C. Escalation

1. Supplemental Report and Recommendation (SR&R at 10-12)

a. The Special Master recommended that the escalation of payments not be capped at the six month level. He recommended that payments should continue to escalate for the duration of Qwest's out-of-compliance performance.

b. The Special Master recommended that any continuing escalation after 12 months should be contributed entirely to the Special Fund. This, in his opinion, would protect against a windfall for the CLECs.

c. The Special Master suggested, as noted above, that the sound practice for introducing PIDs should be to work through a collaborative forum before bringing a proposed PID addition or change to the Commission. The preferred approach should also be to introduce new PIDs as "diagnostic" measures, allowing for some reporting of actual data before determining the relevant standard and appropriate penalties.

d. To the extent that a PID continues to trigger an escalating payment past six months, the Special Master recommended that the Commission automatically examine this measure as part of a six-month review to consider whether the failure to comply reflects continuing deficient performance or some quirk resulting from a poorly defined PID.

e. The Special Master further recommended that, once a payment reaches the nine-month mark, the CPAP should provide for an accelerated step-down method. After at least nine months or more of continuing deficient performance, three consecutive months of acceptable performance should bring the base penalty level to that of the six-month mark. After three more consecutive months of acceptable performance (for a total of six consecutive months of complying performance), the payment level should go back to the base amount.

2. Decision

a. We accept the Special Master's recommendation with the exception of the accelerated step-down process.

3. Discussion (Qwest Comments at 12-14. Qwest SGAT § 18.6(2) at 22 and §§ 8.2-8.4 at 8. Joint Comments at 16-18. OCC Comments at 10.)

a. Qwest continues to believe and make arguments that the six-month cap, modeled on the Texas Plan, lies well within the zone of reasonableness established by the FCC for its review of such plans. According to Qwest, the proposed changes by the Special Master would mitigate to some extent, Qwest's concerns about the financial liability associated with unending escalation in payments. Qwest's claims the Supplemental Report does not address head-on what should be done when non-conforming results are caused by PID design rather than a lack of incentive on Qwest's part. If payments are allowed to escalate, Qwest argues, the escalation should be included in the 10% collar endorsed by the Special Master in his recommendation on Changeability.

b. Qwest's proposed language for §§ 18.6 (2), 8.2, 8.3, and 8.4 includes Qwest's retention of a six-month maximum multiplier, the accelerated step down approach, the payment of 100% to the Special Fund after the 12 month

multiplier and the inclusion of the escalated payments beyond the sixth month to be included in the 10% financial collar.

c. The Joint CLECs do not agree that the escalated payments would lead to a windfall beyond the 12-month multiplier. If the PIDs are sufficient to determine if Qwest has met the requirement of the Act, they should also be sufficient to determine if Qwest continues to do so after § 271 entry is granted.

d. The Joint CLECs' position on the Special Master's accelerated step-down is that, it is too precipitous a step-down. For instance, if Qwest has missed a measure bringing them to the 14 month mark and then subsequently has three months of compliance, Qwest would drop all the way back to the six-month mark. Also, the Joint CLECs assert that the SGAT language needs to be more clear that when Qwest is stepped down to the six-month mark, but then is out of compliance again, the escalation process would continue upward for each miss and that Qwest is only eligible for the accelerated step down again after the nine-month mark with three consecutive months of compliance.

e. The Joint CLECs, while they do not necessarily agree with it, have proposed language that mirrors the Special Master's recommendation on escalation.

f. The Office of Consumer Counsel commented on the Escalation issue as well. It states that the OCC continues

to support the escalation of payments clause as ordered by the hearing commissioner. However, the Special Master's recommendation to require a review of escalated payments for six-month reviews and escalated step down procedure is a reasonable compromise to which the OCC has no objection.

g. We accept the Joint CLECs' proposed language for §§ 18.6.1, 8.2 and 8.3 with some minor modifications. We reject the accelerated step-down process.

h. We are exasperated by Qwest's attempt once again to include a six-month cap on the escalation of payments, even with the concessions offered by the Special Master. We do not agree with Qwest that a six-month cap on escalation is reasonable, nor do we agree that the Special Master's recommendation does not address what should be done when non-conforming results are caused by PID design rather than Qwest's lack of incentive.

i. The Special Master has recommended that new PIDs should be introduced through a collaborative forum before bringing those PIDs to the Commission for incorporation into the CPAP. In addition, he states that the preferred approach should be to introduce these PIDs as diagnostic for some time to allow for the reporting of actual data before determining the relevant standard and penalties. This language, inserted in § 18.6.1,

should minimize the likelihood of poor PID design resulting in many months of escalated payments.

j. As for existing PIDs, already agreed to, fully audited, measured, and reported at the Regional Oversight Committee (ROC), we fail to see how Qwest will be able to pass the ROC-Operation Support System (OSS) test, given that it is a military style (*i.e.*, pass or retest) test, if there are these "poorly defined" measures for which Qwest continues to be non-compliant. However, if this happens to be the case, Qwest will be able to argue at the first six-month review for the removal or change of these PIDs since the CPAP language will require, in § 18.6.1:

If, pursuant to Section 8.2, a PID continues to trigger a payment escalation for six months or more, that PID shall automatically be reviewed pursuant to this Section, in order to determine if there are issues with that PID, such as poor definition, that need to be addressed.

k. In our review of the accelerated step-down process recommended by the Special Master, we became increasingly aware from the Joint CLECs' comments, as well as our own Staff's input, that the practical implementation and tracking of such a process would be arduous at best. The current step-down process, without any acceleration, already has the possibilities of step-downs, step-ups, and maintenance of the status quo depending on Qwest's performance in the instant month

and some numbers of previous months for each and every performance measurement for each and every CLEC. The accelerated step-down process would multiply, and complicate, this tracking work. In keeping with the goal of having this Plan be as self-executing and easy to understand as possible, we decline to accept the accelerated step-down process as part of the CPAP.

1. We accept the Special Master's recommendation that if the escalation payments for a particular submeasure continue for more than 12 months, the escalation payments owed to the CLEC will be fixed at 50% of the 12 month payment. This fixed amount will continue until Qwest's satisfactory performance for the submeasure, results in Qwest paying at the 11 month level. At that point, the process in § 8.2 (the step-down process) will apply. All amounts in excess of the CLEC payments for month 12, will be paid to the Special Fund. The Special Master's original Report and Recommendation dated June 8, 2002, noted:

In an ideal world, the Tier I.X payments should be calibrated to reflect the actual market harm and not simply a very rough basis upon which to award payments. The current state of the record in this proceeding, however, provides no reasonable basis to approximate the actual market harm to companies that suffer deficient performance. Unfortunately, no parties have carefully documented the payments necessary to address different types of harms (such as these examples) and thus the Tier I.X payments reflect merely a very rough and unrefined approximation of what compensation is owed.

The state of the record has not changed since the Special Master made his observation. With no better idea of commercial harm, we cannot even begin to speculate on the appropriate penalty level.

m. At the 12-month point, an affected CLEC will receive \$1,350 for a miss of a Tier 1A submeasure. (The other \$1,350 will be paid to the Special Fund). It seems likely that this \$1,350 covers actual costs of the CLEC for Qwest's failure to perform and most likely, some punitive damages as well. By continuing Qwest's payment responsibility under § 8.2 and just shifting who actually receives the money, Qwest will still have the incentive to fix the problem rather than let it continue.

n. At month 13 and after, the CLEC affected by these escalated misses will still receive 50% of the 12 month payment. It is only the additional 13+-month penalty amounts that will be paid entirely to the Special Fund. For instance, if Qwest has missed a Tier 1A measure for 13 months consecutively (not counting any severity multiplier), an affected CLEC would receive \$1,350 in month 13 and the Special Fund would receive \$1,350 plus \$225, or \$1,575. In month 14 the CLEC would receive \$1,350, and the Special Fund would receive \$1,575 plus \$225, or \$1,800; and so on.

o. There are several sections throughout the CPAP that refer to the escalation payments as 50% to the CLECs and 50% to the Special Fund. These sections have been changed in

Attachments A and B to reflect the above decision. (See Attachments A and B §§ 2.1, 8.3, 10.2, 10.4 and 16.5.)

D. Special Access

1. Supplemental Report and Recommendation (SR&R at 12-17)

a. The Special Master recommends that the Commission define the type of special access circuits that would be eligible for monitoring and reporting as either: 1) those used primarily for local services or 2) those used to a nontrivial degree (e.g., 10% for local service).

b. Qwest needs to develop the capability to measure its performance on the relevant pre-ordering, ordering, provisioning, and maintenance and repair functions for special access circuits. Therefore, according to the Special Master the Commission should set forth the scope of any measurement and reporting obligations imposed on Qwest. The relevant set of measures are: PIDs OP-3, OP-4, OP-5, OP-6, OP-15, MR-5, MR-6, MR-7, and MR-8. Also, PIDs PO-5 and PO-9 are relevant measures, unless there is a compelling reason for not doing so. A previous CPAP decision (Decision No. R01-997-I) required Qwest to monitor and report special access services for PIDs OP-8, MR-3, and MR-9. The requirement to measure these should be eliminated because they are not appropriate measures of special access.

c. There are two ways to identify monitored special access circuits: 1) the use of a project field (this would have to be made available in both Qwest's ordering and maintenance and repair systems and the CLECs would need to be responsible for entering the relevant field into both the ordering system and the maintenance and repair system,) or 2) the use of different Access Carrier Name Abbreviation (ACNA) codes to classify use of special circuits as either long distance or local.

d. It is conceivable that the terms for monitoring and reporting on special access circuits will be resolved through business-to-business negotiations. If an agreement is negotiated and is submitted to the Commission, the Special Master recommends that the Commission should determine if that business-to-business agreement has substantially addressed the concerns raised by CLECs, such that there is no need to measure special access services.

e. If a business-to-business agreement is not submitted, the Special Master recommends that the Commission should ask for a joint (Qwest and CLECs) submission of an implementation plan or that the Commission should engage in baseball-style arbitration so that an implementation plan can be adopted.

2. Decision

a. We reject the recommendation to ask for a joint submission of an implementation plan. We also reject the recommendation that the Commission should engage in baseball-style arbitration. Instead, the Commission shall require Qwest to develop the capability to measure and to begin monitoring its performance for special access circuits by use of the project field within 60 days of the mailed date of this order. It is also acceptable if a CLEC and Qwest agree to the use of an ACNA code as long as the CLEC and Qwest also agree to a date certain to develop the capability to measure and to begin monitoring special access circuits through use of the ACNA code.

b. By entering the project field into Qwest's provisioning system or maintenance and repair system, CLECs would be self-certifying that the special access circuit is used for local service.

c. Qwest shall monitor and report special access circuit performance for PIDs OP-3, OP-4, OP-5, OP-6, OP-15, MR-5, MR-6, MR-7, MR-8, and PO-5¹. The standard shall be diagnostic. Qwest shall take only the exclusions listed in the PID for each measure.

¹ We shall not require monitoring and reporting of special access circuits for PO-9. See discussion for EELs.

d. Reports shall be delivered by Qwest to each individual CLEC, the Commission, and the Office of Consumer Counsel at the same time and by the same method it delivers performance reports for the CPAP measures pursuant to § 13.2.

3. Discussion (Qwest Comments at 14-19. Joint Comments at 18-21. Time Warner Comments at 3-6.)

a. In order for meaningful assessment of special access circuit performance, Qwest argues that, the standard should be at least 33% local usage.

b. Qwest asserts that the use of the project field method would not allow CLECs to designate when a special access circuit is used by a CLEC in lieu of a UNE. Qwest opposes the ACNA code method because it would require each CLEC to have a separate ACNA code to distinguish special access circuits. According to Qwest, these separate ACNA codes would have to be assigned through Telcordia Practice. Further, Qwest would have to make system changes that could take 90 days or more. Qwest argues that it would not be reasonable to expect it to go back and assign different ACNA codes to the over 306,000 special access circuits installed in Colorado.

c. Qwest contends that, for contractual reasons, there is no opportunity to negotiate a business-to-business agreement. Qwest states it is willing to participate in an informal investigation to determine the need for, and

structure for reporting, information on special access provisioning. As a prerequisite, however, Qwest contends that the CLECs should be required to establish factual predicates about the need for special access measures and their ability to verify the local usage on their special access orders.

d. The Joint CLECs favor the broader (non-trivial) local usage standard suggested by the Special Master. However, AT&T and WorldCom recommend that the Commission adopt a standard specifying that any amount of local traffic would qualify a CLEC's special access order for monitoring of Qwest's performance because exact percentages of local usage cannot currently be determined.

e. The Joint CLECs agree with the Special Master's recommendations on which measures should be designated for special access circuit performance.

f. The Joint CLECs assert that the Commission does not need to choose one of the two methods: project field or ACNA code, for identifying which special access circuits should be subject to monitoring. The Joint CLECs explain that the industry practice of reaching mutual agreement to modify the Access Service Request (ASR) format would apply here. The Joint CLECs prefer the ACNA code method but would not want it imposed on any CLEC which prefers the project field method.

g. The Joint CLECs disagree with the Special Master's suggestion that implementation details be the subject of additional filings or baseball-style arbitration before the Commission. The Joint CLECs are skeptical that business-to-business negotiations might take place because of Qwest's position on EEL conversion.

h. Time Warner favors the broader (non-trivial) local usage standard suggested by the Special Master.

i. Time Warner agrees that PIDs OP-8, MR-3, and MR-9 are not relevant special access measures. Time Warner further agrees with the Special Master's recommendation on relevant special access measures.

j. Time Warner recommends adoption of the project field method because it does not use multiple ACNA codes for its business. Alternatively, Time Warner suggests the Commission could permit CLECs to use either the project field or different ACNA codes.

k. Time Warner does not believe that additional implementation details should be the subject of more filings by parties or be subject to baseball-type arbitration.

l. The comments suggest that the Commission should not expect any business-to-business agreements to be presented to it. The comments imply that it would not be productive for the Commission to subject the parties to

additional process such as joint submission or baseball-style arbitration. Qwest's suggestion that an informal investigation be conducted to determine the need for, and structure of reporting information on special access provisioning ignores that the special access issue was remanded for the limited but specific purpose of devising solutions for monitoring Qwest's special access services performance. We find that the record contains sufficient information to resolve this issue, as set forth in the above decision.

E. Changeability: Review Processes

The Special Master's recommendations for changeability are separated into three areas: 1) review processes, 2) financial collar, and 3) Commission authority and Qwest's right to judicial review.

1. Supplemental Report and Recommendation (SR&R at 17-22)

a. Regarding review processes, the Special Master recommends that the core aspects of the CPAP should be fixed until the three-year review. Therefore, the basic framework subjects that should be off-the-table for six-month reviews are:

- statistical methodology;
- rules regarding the cap (financial collar);
- duration of the CPAP;
- payment regime structure (tiers, base amounts, payment escalation, payment severity, and specified payment and fine amounts);
- legal operation of the CPAP;
- Independent Monitor's operation; and,

- any proposal that does not directly relate to measuring and/or providing payments for non-discriminatory wholesale performance.

Subjects on-the-table at six-month reviews are:

- variance tables may be added for new Tier 1A measures (to the extent possible, new variance tables should follow the method used to create existing variance tables);
- payment amounts may be added for new Tier 2 measures;
- payment amounts may be added for violations of change management requirements (each level would need to be defined and assigned); and,
- the Independent Monitor function may be assigned to an ALJ.

Any subject not deemed "off-the-table" is fair game at the six-month review.

b. The Special Master also recommends that the basic framework of the CPAP, as well as refinement of the payment amounts in order to bring them into line with any evidence of the actual marketplace harm that results from deficient performance, should be revisited at the three-year review and six-year review.

c. The Special Master recommends participating in a region-wide or multi-state forum for maintaining (*i.e.*, modifying, adding, deleting) PIDs after the end of the ROC-OSS test. If the Commission elects to participate in such a forum, he also recommends using monies from the Special Fund to contribute to any administrative costs of such a forum.

d. The Special Master finally recommends the Commission clarify its intent with respect to the six-year review and termination of the CPAP.

2. Decision

a. We accept the Special Master's recommendations on review processes. Core aspects of the CPAP shall be off-the-table at six-month reviews and shall remain fixed until the three-year and six-year reviews.

3. Discussion (Qwest Comments at 19-26. Qwest SGAT § 18.4-18.10 at 21-25. Joint Comments at 21-24. OCC Comments at 6-10.)

a. Qwest raises concerns that the Special Master's use of "presumptively" to describe off-the-table subjects could allow for changes. Qwest asserts that the off-the-table subject of "any proposal that does not directly relate to measuring and/or providing payments for non-discriminatory performance" should not be construed to mean that payment issues would be back on the table. However, Qwest wants the escalation payment limitation to be on-the-table, as an exception to this subject. Qwest asserts subjects that are on-the-table for six-month reviews should be clearly defined and has proposed language for § 18.4 to indicate Staff's report to the Commission is limited the issues that are "clearly" defined in its proposed § 18.6.

b. Qwest argues that the CPAP must require parity standards for measurements for which there is a retail comparative. Qwest proposes language for § 18.6(1) reflecting this.

c. Qwest asserts that the only legitimate provisions that should remain in effect after the six-year review are the Tier 1A payment provisions. Qwest proposed revisions to § 18.10 to clarify this.

d. Qwest argues that a portion of § 7.5, a portion of § 10.6 and all of § 16.9 must be deleted to reflect the changeability recommendations of the Special Master.

e. The Joint CLECs contend that their proposed language changes to §§ 18.6 and 18.7 reflect the Special Master's recommendations on changeability of the CPAP.

f. The OCC does not object to "off-the-table" items being removed from the six-month reviews as long as these items are clearly on-the-table for the three-year review.

g. The OCC supports explicit Commission authority to continue or sunset the plan in its entirety, or to maintain certain aspects of the plan and sunset others. The OCC proposed replacement language for § 18.11.

h. The Joint CLECs' proposed language better captures the recommendations of the Special Master. However, the Joint CLECs do not offer language on the specified

exceptions for the six-month review. We adopt the Joint CLECs' language with the addition of the specified exception language and some minor modifications (see §§ 18.6 and 18.7 in Attachments A and B). We accept Qwest's proposal to delete § 18.8 and part of § 18.9 (see §§ 18.8 and 18.9 in Attachments A and B). We deny Qwest's proposal to delete portions of §§ 7.5 and 10.6 and to delete all of § 16.9. We disagree with Qwest's argument that these changes reflect the Special Master's recommendations on changeability.

i. We concur with the Special Master's recommendation on participation in a multi-state forum for maintaining PIDs after the end of the ROC-OSS test. Section 18.6.1 reflects our concurrence. We are not opposed to using monies from the Special Fund to contribute to any administrative costs of such a forum. However, until the details of a collaborative forum have been worked out, the CPAP shall not include language designating that the Special Fund shall be used to fund the collaborative forum administrative costs.

j. To clarify the Commission's intent with respect to the six-year review and termination of the CPAP, Section 18.11 shall be modified to clarify the sunset of the CPAP. Tier 1A will continue until further order of the Commission. All provisions of the CPAP not related to

continuing the Tier 1A regime will sunset at the end of six years, unless the Commission orders otherwise.

(See § 18.11 in Attachments A and B.)

F. Changeability: Financial Collar

1. Supplemental Report and Recommendation (SR&R at 4-10)

a. The Special Master recommends that the CPAP include a financial collar of 10 percent to be implemented as follows:

- requires Qwest to calculate separately the payments owed by it under the CPAP that was in effect before changes made at a six-month review;
- requires Qwest to calculate the payments owed by it under the revised CPAP;
- authorizes Qwest to scale down the payments to the affected CLECs and to the Special Fund if the revised CPAP would require more than a 10% increase in total payments;
- requires "above the collar" payments to be made from the Special Fund to any CLEC affected by this mitigation of payments;
- if the revised CPAP calls for total payments above the collar, then requires the unchanged CPAP be used as the benchmark for purposes of setting a collar for the next six-month period;
- if the revised CPAP calls for total payments below the collar, then requires the revised be used as the benchmark for setting a collar for the next six-month period.

2. Decision

a. We accept the recommendation to add a 10 percent financial collar.

3. Discussion (*Qwest Comments at 19-26. Qwest SGAT § 18.4-18.10 at 21-25. Joint Comments at 21-24. OCC Comments at 6-10.*)

a. Qwest contends that its proposed language for § 18.8 reflects the recommendation of the Special Master for the financial collar. The Joint CLECs likewise assert that their proposed language for §§ 18.7.2, 18.7.3, and 18.7.4 reflect the recommendation for the financial collar.

b. Both sets of proposed language reflect the recommendation for the financial collar. We adopt Qwest's proposed language with some modifications because the language is clearer on the calculation and application of the financial collar. We shall add to it language proposed by the Joint CLECs stating:

If the Special Fund does not contain sufficient funds to provide such payments to CLECs, Qwest shall make up the difference. Any funds that Qwest provides to make up the difference will be offset against Qwest's future Special Fund liabilities.

(See § 18.8 in Attachments A and B.) This additional language better reflects the Special Master's intent to use the Special Fund for mitigation of payments to any affected CLEC, while limiting Qwest's liability in a given year.

G. Changeability: Commission Authority And Qwest's Right To Judicial Review

1. Supplemental Report and Recommendation (SR&R at 4-10)

a. According to the Special Master, Qwest's filing of the CPAP sets forth the framework that empowers the Commission to enforce and to modify its terms. Qwest cannot later challenge the terms of its initial filing. Nevertheless, the initial CPAP does not waive later as to challenges by Qwest related to subsequent changes to the CPAP.

b. The Special Master recommends that, if the Commission orders a change on completion of a six-month review of an off-the-table subject without Qwest's consent, the effect of any such change should be automatically stayed during the course of any judicial challenge to the Commission's order. The Special Master states that, at the three-year review, the Commission will not be able to require Qwest to undertake any new obligations. Rather, the Commission will be able to give Qwest the option of filing the new, recommended regime or of keeping the old regime. If Qwest opts not to file the new regime, the Commission can order it (or any aspect of it), subject to judicial review. The Special Master recommends that this order of the Commission not be automatically stayed.

2. Decision

a. The Commission accepts the Special Master's recommendation regarding the automatic stay during any judicial challenges of changes ordered by the Commission at the completion of a six-month review to off-the-table subjects. The Commission agrees with the Special Master that an order requiring changes to the CPAP on completion of the three-year review should not be automatically stayed. The Commission disagrees with the Special Master with respect to treatment of Commission-ordered changes to the CPAP at the three-year review.

3. Discussion (*Qwest Comments at 19-26. Qwest SGAT § 18.4-18.10 at 21-25. Joint Comments at 21-24. OCC Comments at 6-10.*)

a. Qwest proposes language for § 18.5 that indicates that the Commission must commence a proceeding or hearing to resolve disputed issues. Qwest asserts this requirement would preserve a record on appeal.

b. Qwest asserts that the CPAP should clearly state that the Commission cannot order changes to the CPAP that are directly related to measuring and/or providing payments for non-discriminatory performance that are not required under § 251 of the Act. Qwest argues that this category is acceptable if it does not include the words "and/or providing payments" and with the clarification that the category is dependent upon the

requirements of § 251. Qwest proposes language in § 18.6(3) reflecting this.

c. Qwest proposes addition to § 18.6 of a general reservation of rights provision to provide assurance that Qwest is not subject to a claim of waiver upon appeal at the six-month review.

d. Qwest agrees with the recommendation automatically to stay during judicial review changes to off-the-table subjects ordered by the Commission upon completion of a six-month review. The language proposed by Qwest for § 18.7 reflects this agreement. Qwest disagrees with the Special Master that there should not be an automatic stay of changes ordered by the Commission after completion of a three-year review. The language proposed by Qwest for § 18.9 reflects this disagreement.

e. Qwest argues that all changes that are approved upon appeal should be limited to the 10% financial collar. Qwest proposes language for §§ 18.7 and 18.9 reflecting this.

f. The Joint CLECs contend that their proposed language changes for §§ 18.7.1 and 18.10 reflect the Special Master's recommendations.

g. The OCC objects if the Special Master's recommendation is that the CPAP contain no explicit authority

for the Commission to impose new obligations at the three-year review. According to the OCC, the current CPAP provides that payment amounts can be revised and that the basic framework of the CPAP can be modified at the three-year review. The OCC asserts that this language gives the Commission authority to impose new obligations at that time.

h. The Commission adopts the Special Master's recommendation concerning the automatic stay of a Commission decision, arising from a six-month review, which changes an off-the-table aspect of the CPAP. Because the Commission's authority here is a *sui generis* mixture of federal and state authority, the automatic stay provision provides a reasonable brake on the Commission's authority. The netherworld of state commission exercise of federal remedial authority should not be used indiscriminately to ratchet a performance regime. The stay provision is limited in scope, duration and purpose. An automatic stay should be invoked rarely, if ever, yet provides valuable assurance that the limits contained in Section 18.7 will be observed. The provision implements, and gives effect to, specific contract language (*i.e.*, Section 18.7) which limits the areas which can be changed at a six-month review. If the Commission determines that it will change an off-the-table area notwithstanding Section 18.7, the automatic stay is an appropriate constraint, particularly because it will not be

invoked unless there is judicial review of the Commission's decision. In permitting the automatic stay provision, we emphasize in the strongest possible terms that a provision of this type is not appropriate or reasonable in any other setting or circumstance. This process is *sui generis*, and so is the automatic stay provision. We do not expect to see, and will not approve, an automatic stay provision in any other situation (see § 18.7.1 in Attachments A and B).

i. We now turn to the Special Master's recommendation concerning the procedure to be used following a three-year review and to Qwest's proposal for an automatic stay of an order, arising from a three-year review, which changes the CPAP. We adopt neither the Special Master's suggested process nor Qwest's requested automatic stay. In our view, a Commission order arising from the three-year review is just that, a Commission order. As with any other Commission order, Qwest or any other party can accept the order or can institute a judicial review action. There are established processes for obtaining a stay of a Commission order when judicial review is sought. Thus, we find that the Special Master's recommendation adds an unnecessary element of process. Further, at the three-year review, all aspects of the CPAP can be reviewed and changed. This distinguishes the three-year review (which has no limit on what can be changed) from the six-month review (which has such a

limit) and supports our conclusion that an automatic stay of a three-year review order is neither appropriate nor reasonable (see § 18.10 in Attachments A and B).

IV. ASSORTED IMPLEMENTATION ISSUES

A. Variance Factors And The One Free Miss Rule, Missing Variance Factors, And Other Variance Issues

1. Supplemental Report and Recommendation (SR&R at 4-6)

a. The Special Master recommends that the current variance table be changed because it uses two rules where one would do. The current table includes lower than otherwise appropriate variance amounts on the understanding that Qwest was permitted "one free miss" before it would be required to pay CLECs for deficient performance. The "one free miss" rule makes sense for performance measures that rely on a benchmark to set the standard for performance, but is redundant for parity measures where the variable table itself provides for the necessary "slack factor." The Commission should remove the one free miss rule from the CPAP, and from its use in Tier 1A, Tier 1B and Tier 1C, except where used in association with performance measures in which a benchmark sets the standard. The variance table should be adjusted to reflect this change.

b. The Special Master goes on to say that this variance table method is not a perfect step. To address the lack

of dynamism in this method, he recommends that the Plan include a provision that uses for a "shadow method" of calculation of payments for small sample sizes (i.e., 1-30) based on the permutation test in Tier 1B. In practice, this means that the CLECs will be provided with the results calculated using both the variance factor method and the shadow method, and will receive payments based on whichever one is more beneficial to them.

c. During the course of meetings with Qwest and other parties on these remand issues, the Special Master learned of certain variance factors that were missing for several parity measures contained in Tier 1A. For the long term, he recommends that, where a variance factor has yet to be calculated or where there are not sufficient data to use in developing one, the relevant Tier 1A measures should rely on the same statistical methodology used for Tier 1B and Tier 1C (that is contained in §§ 4 and 5 of the Plan). For the short term, he recommends additions for these known missing factors.

d. Finally, in a step to guard against the lack of predictability for Qwest that results from these changes, § 10.3, which governs the special severity for Tier 1A, should be amended to provide for payments on the lower of the amount generated by the old variance factor method (with the one free

miss rule) and the new variance factor method as set forth in his recommendation.

2. Decision

a. We accept the Special Master's recommendations as to the variance factors.

3. Discussion (*Qwest Comments at 8-9. Qwest SGAT §§ 6.2 and 6.4 at 5, Table 2 at 4-5, and § 10.3 at 9. Joint Comments at 6-10.*)

a. Qwest's language for §§ 6.2 and 6.4 and Table 2 conforms with the Special Master's recommendations and is accepted with minor modifications for clarification as contained in Attachments A and B.

b. The Joint CLECs agree with the Special Master's recommendations as well, but their proposed language does not follow the recommendation as clearly as Qwest's, with the exception of § 10.3.

c. In Qwest's comments on § 10.3, Qwest asserts that the Special Master inadvertently referred only to Tier 1A measures here, and should have included Tier 1B measures. Qwest has provided language that refers to both.

d. The Joint CLECs do not make this assertion nor do they include Tier 1B in their proposed language for this section.

e. We agree with the Joint CLECs, and will use their proposed language with minor modifications for this

section. The inclusion of Tier 1B in this new comparison method of the old variance factor table and the new table makes no sense. The variance factors are only used in the CPAP's statistical methodology for Tier 1A measures and, therefore, Tier 1B measures should not be included in this new method for comparison of variance tables (see § 10.3 in Attachments A and B).

B. Language Clarification

1. Supplemental Report and Recommendation (SR&R at 7-8)

a. The Special Master makes several recommendations regarding language clarifications through out the CPAP. These recommended changes are to §§ 4.1, 4.2, 5.2, 6.1, 6.3, 7.1, and 13.6.

2. Decision

a. We accept the Special Master's recommended changes to all these CPAP sections. (See Attachments A and B at §§ 4.1, 4.2, 5.2, 6.1, 6.3, 7.1, and 13.6.)

3. Discussion (Qwest Comments at 9. Qwest SGAT § 4.2 at 1, § 5.2 at 3, § 6.1 at 3, § 6.3 at 5, § 7.1 at 5-6, and § 13.6 at 12. Joint Comments at 10-11.)

a. No party objects to the recommended changes of the Special Master for this clarifying language. Qwest provided proposed language in its comments that conforms to the recommendations. In §§ 6.3 and 7.1 Qwest adds clarifying phrases

for reference to the Special Master's recommendations. We accept these additions.

b. In its proposed language for § 13.6, Qwest adds the sentence:

If an audit is in progress, Qwest is not precluded from revising the reported data without incurring the payments required by Sections 13.4 and 13.5 if the audit is focused on a different area of performance measurement.

We do not agree with this addition. This language confuses the understanding of the section and will not be allowed.

C. Computation Issue Regarding Zone 1 And Zone 2

1. Supplemental Report and Recommendation (SR&R at 8-9)

a. The Special Master recommends that the CPAP follow the suggestion of the rural-based CLECs and the model set out in the multi-state PAP, that is: combine zone 1 and zone 2 for purposes of statistical testing. Specifically, he recommends adding the following sentence to the last paragraph of § 4.3:

When performance submeasures disaggregate to zone 1 and zone 2, the CLEC volumes in both zones shall be combined for purposes of statistical testing.

He also recommends deleting the last sentence of § 5.1 and modifying § 7.5 as follows:

For purposes of severity and duration penalties (Tier 1Y), a "measure" shall be at the most granular level of product reporting disaggregation, except where otherwise specified. For purposes of statistical

comparison and occurrence calculation, a measure shall be at the most granular level of product reporting disaggregation, except where otherwise specified.

2. Decision

a. We accept the Special Master's recommendation.

3. Discussion (Qwest SGAT § 4.3 at 5, § 5.1 at 3, and § 7.5 at 7. Joint Comments at 11.)

a. Qwest's proposed SGAT language agrees with the recommendation, except for the addition of the word "these" in § 4.3. The Joint CLECs believe that the sentence recommended for addition to the last paragraph of § 4.3 should instead be added to the last paragraph of § 4.2.

b. In earlier efforts to clarify language on this matter it seems the language added to § 7.5 was inconsistent with language included in § 5.1. We correct that inconsistency now. We disagree with the CLECs that the additional sentence be added to the last paragraph of § 4.2. Section 4.3 deals with sample sizes smaller than 30, and § 4.2 deals with sample sizes greater than or equal to 30. Because this combination "follows the suggestion of rural-based carriers," we conclude that the sentence should be added to § 4.3. (See §§ 4.3, 5.1, and 7.5 in Attachments A and B).

D. Unnecessary Measures

1. Supplemental Report and Recommendation (SR&R at 9)

a. The Special Master recommends that PIDs PO-3A-2 and PO-3B-2 be excluded from the CPAP because these measures are calculated and reported on a 14-state basis.

2. Decision

a. We accept the Special Master's recommendation.

3. Discussion (Qwest SGAT Appendix A at 33.)

a. No party objects to the recommended exclusion. PIDs PO-3A-2 and PO-3B-2 will be deleted from Appendix A of the recommended SGAT language.

E. Establishment Of The Special Fund

1. Supplemental Report and Recommendation (SR&R at 9)

a. The Special Master recommends that the Commission designate a specific employee to direct Qwest how to manage the escrow fund set up for this purpose.

2. Decision

a. We accept the Special Master's recommendation.

3. Discussion (Qwest Comments at 10. Qwest SGAT § 10.4 at 9.)

a. Qwest agrees with the Special Master and recommends that the administration of the Special Fund should be addressed in a Memorandum of Understanding (MOU) that would include provisions for auditing the disbursement process and payment of expenses and taxes from the fund. Qwest proposes language for addition to § 10.4 reflecting its recommendation.

b. The Commission and Qwest shall enter into a MOU for administration of the Special Fund which shall identify: individuals authorized access to the account; disbursement and auditing procedures; provisions for fund expenses and tax liabilities to be paid from fund assets; and other provisions necessary for administration and operation of the fund. The CPAP will be part of a contract between Qwest and a CLEC, not Qwest and the Commission. Therefore, we reject Qwest's proposal to add language to the CPAP to reflect this. Once the MOU is negotiated and signed by representatives of Qwest and the Commission, it will be a public document available for the CLECs and any other interested party to review.

F. Miscellaneous Administrative Issues

1. Supplemental Report and Recommendation (SR&R at 9-10)

a. With respect to reports listing CLEC-specific performance results, the Special Master recommends that

the Commission order Qwest to file such reports upon request by Commission Staff so that Qwest can share information with the Staff that would otherwise be confidential and proprietary to the individual CLECs.

b. With respect to the reporting of necessary payments, the Special Master recommends that Qwest be permitted to provide CLECs with this information via secure websites. He recommends changing § 13.2 as follows:

Qwest shall deliver the individual monthly report to the Commission and the Office of Consumer Counsel ~~via email~~ by posting the CLEC results to a secure website and posting the aggregate results to the Qwest wholesale website on or before the last business day of each month following the relevant performance period.

c. The Special Master recommends that Qwest be authorized to use wire transfers, as opposed to checks, to make disbursements when so directed by the Commission.

2. Decision

a. We accept the Special Master's recommendation in concept, but change the language in §§ 12.2 and 13.2 to align more clearly with the Commission's filing requirements and to allow for more protection to the CLECs in the disbursement of payments.

3. Discussion (Qwest SGAT § 13.2 at 11 and § 12.2 at 11. Joint Comments at 11-15.)

a. Qwest's proposed language for § 13.2 allows for the posting of the CLEC-specific results to a secure website and of the aggregate results to the Qwest Wholesale Website, as recommended by the Special Master.

b. The Joint CLECs propose additional language that includes a recitation of part of our rule on confidentiality, 4 CCR 723-16. We do not believe this citation is necessary for the CPAP. The reports shall be filed and treated in accordance with the Commission's procedures concerning confidential and proprietary data unless an individual CLEC agrees in writing, filed with the Commission, that reports concerning it are not confidential. No further protection, beyond that already provided by Commission rule, is necessary.

c. Section 13.2 will be changed to state that Qwest is required to file with the Commission "one hard copy and one electronic copy in an Excel format of all CLEC individual monthly reports under seal and one hard copy and one electronic copy in an Excel format of the state aggregate report in the public file." This will afford Staff of the Commission, the Independent Monitor, and the Auditor access to the report data in a format that can be used for further analysis. The

Commission will establish a docket in which all CPAP-related filings will be made (see § 13.2 in Attachments A and B).

d. As recommended by the Special Master, § 12.2 should allow Qwest the opportunity to make cash disbursements to CLECs and the Special Fund through the means of electronic transfers. We agree with this option, and require additional language be included in this section to give the CLECs some protection from potential discriminatory treatment. The pertinent part of § 12.2 should read as follows:

However, once Qwest and CLEC agree on a method of payment (*i.e.*, wire transfer or check), Qwest shall not change the method of payment without the permission of CLEC.

(See § 12.2 in Attachments A and B).

G. Legal Operation Of The CPAP

1. Supplemental Report and Recommendation (SR&R at 11)

a. The Special Master recommends that § 16.6 be changed to state that Tier 1X "and Tier 1Y" payments to a CLEC are in the nature of liquidated damages. As now written, there is no mention of Tier 1Y payments. The Special Master also recommends that § 16.7 be clarified to state that only the relevant finder-of-fact can judge what amount, if any, of payments under the CPAP should be offset from any judgment in favor of a CLEC in a related action.

2. Decision

a. We accept the Special Master's recommendation. We adopt Qwest's proposed language for § 16.6. We adopt the Joint CLECs' proposed language for § 16.7.

3. Discussion (*Qwest Comments at 10-11. Joint Comments at 15.*)

a. Qwest agrees with the recommendation and proposes language to specify Tier 1Y payments in § 16.6. Qwest notes that § 16.6, which is expressly directed to the mechanism for seeking approval for CLEC recovery of contractual damages, contains a requirement to offset payments to CLECs. Qwest further notes that § 16.7 refers to a different offset. According to Qwest, this is intended to address non-contractual recovery by the CLEC for the same harm for which it received payments under the CPAP. Qwest has proposed language be added to § 16.7 as follows:

With respect to contractual damages sought pursuant to Section 16.6, CLEC must offset any award with any payments made under this CPAP.

b. The Joint CLECs contend the language they propose for §§ 16.6 and 16.7 captures the intent of the Special Master.

c. We conclude that Qwest's proposed language for § 16.6 captures the Special Master's recommendation and is satisfactory. The language proposed by Qwest for § 16.7,

however, is in consistent with the Special Master's recommendation. The Joint CLECs' language for § 16.7 is acceptable because it captures the Special Master's recommendation.

H. Addition Of New Measures For EELS

1. Supplemental Report and Recommendation (SR&R at 10)

a. The Special Master recommends that the CPAP be revised in the near future to include obligations related to Enhanced Extended Loop (EEL). Specifically, the following submeasures, for which Qwest currently is measuring and reporting EELs, should be added to the CPAP: PIDs OP-3, OP-4, OP-5, OP-6, OP-15, MR-5, MR-6, MR-7, and MR-8. He further recommends that Qwest should also be required to include submeasures for pre-order activities for EELs by measuring and reporting EELs for PIDs PO-5 and PO-9, unless Qwest provides a compelling reason not to do so. The EEL submeasures should be included as Tier 1A. The statistical methodology that contemplated for loops in Sections 4 and 5 could be used for EEL submeasures until a set of variance factors can be developed for the EEL submeasures.

2. Decision

a. We accept the recommendation. Submeasures for EELs should be considered for addition to the CPAP at the

first six-month review. The Commission prefers, to the extent possible, that Qwest develop variance factor tables for the EEL submeasures for consideration at the first six-month review.

3. Discussion (Qwest Comments at 11.)

a. Qwest contends that EEL disaggregation for PID PO-5, Firm Order Confirmations (FOCs) on Time, should be added at the six-month review, because the measurement needs to be developed and a standard needs to be identified. Qwest estimates the development work will take three to four months. Qwest commits to beginning the development process with a goal of producing data for use at the six-month review.

b. Qwest argues that EEL disaggregation for PID PO-9, Timely Jeopardy Notices, should not be added. Qwest asserts that the two-way communication (between a CLEC and Qwest) associated with the provisioning of such designed services takes the place of the jeopardy notice.

c. The Commission acknowledges and approves of Qwest's willingness to undertake development to disaggregate PID PO-5 for EELs and to begin producing data to be considered at the first six-month review. We accept Qwest's reasoning for not disaggregating PID PO-9 for EELs and shall not require this disaggregation at this time.

I. Other

1. Qwest Request to Address Possibility of Federal Wholesale Service Quality Rules (*Qwest Comments at 11-12*)

a. As framed by Qwest, the issue is whether the CPAP needs to recognize, and to take into account, the FCC's wholesale service quality rules and remedies to avoid Qwest's having to pay both CPAP payments and remedies under federal rules.

2. Decision

a. The Commission denies Qwest's proposal to add language to the CPAP to account for federal wholesale service quality rules because no such rules have been promulgated by the FCC.

3. Discussion (*Qwest Comments at 11-12. Qwest SGAT § 16.4 at 17-18.*)

a. This issue was not addressed in the Special Master's Supplemental Report. Qwest raised this issue for the first time in its comments on the Supplemental Report. Qwest proposed language to be added to § 16.4, which, it asserts, prevents Qwest from having to pay both CPAP payments and remedies under federal rules.

b. The Commission agrees that, as a theoretical matter, the CPAP should recognize, and take into account, federal wholesale service quality rules to avoid Qwest's paying

twice for the same performance. This would treat state wholesale service quality rules and federal service quality rules in a similar manner. However, the FCC has not yet promulgated any federal wholesale service quality rules. Thus, Qwest's proposal is premature. When and if the FCC promulgates federal service quality rules, the Commission can consider whether or not to amend the pertinent sections of the CPAP.

J. Acceptance Of The CPAP

1. Qwest shall file, within seven calendar days of the mailed date of this Order, a statement verified by the Senior Vice President of Policy, or a corporate officer of similar or higher rank having authority to make the verification, indicating either acceptance or non-acceptance of the Colorado Performance Assurance Plan contained in this decision and its Attachments and approved by the Commission. The Qwest verified statement shall state clearly and unambiguously whether Qwest accepts the CPAP contained in this decision and its attachment. If the verified statement is not clear and unambiguous, the Commission will assume that Qwest does not accept the Commission-approved CPAP and will recommend to the Federal Communications Commission that Qwest has not complied with the public interest requirements of § 271.

2. The Commission finds that this clear statement is necessary to have Qwest's acceptance or non-acceptance on record

as soon as possible. If Qwest does not accept the CPAP contained in this decision and its Attachments, the Commission will consider what additional proceedings, if any, are necessary with respect to the Commission's investigation into Qwest's compliance with § 271. As the hearing commissioner and the entire Commission has made abundantly clear, Qwest acceptance of this Commission-approved CPAP is the *sine qua non* of a favorable Commission recommendation to the FCC. There will be no additional changes to the CPAP (other than to correct typographical errors and to make nonmaterial clarifying changes). Therefore, Qwest's failure to accept the Commission-approved CPAP may well result in no further Commission proceedings, or in substantially changed Commission proceedings, before the Commission makes its recommendation to the FCC.

V. ORDER

A. It Is Ordered That:

1. Before receiving a favorable recommendation of § 271 compliance, Qwest will implement the CPAP consistent with this Order and Attachment A, including Appendices A and B, hereto. Attachment A contains the actual SGAT language that must be adopted by Qwest and implemented as the CPAP for this Commission favorably to recommend § 271 compliance. The recommended SGAT language in Attachment A reflects decisions

from the original CPAP Orders, as well as any modifications ordered here. Attachment B reflects the changes, in redline, made to Attachment A of Decision No. R01-1142-I.

2. Qwest shall file, within seven calendar days of the mailed date of this Order, a statement verified by the Senior Vice President of Policy, or a corporate officer of similar or higher rank having authority to make the verification, indicating either acceptance or non-acceptance of the Colorado Performance Assurance Plan contained in this decision and its Attachments and approved by the Commission. The Qwest verified statement shall state clearly and unambiguously whether Qwest accepts the CPAP contained in this decision and its attachments.

3. Time Warner filed an objection to the decision of the hearing commissioner remanding the four specific areas of the CPAP to the Special Master. That motion is denied as moot.

4. *Sua Sponte*, we will strike the phrase in § 13.1 that reads "Beginning 60 days after the Commission's adoption of this CPAP," as extraneous. Qwest has provided mock reports since December, 2001 and is required to continue to do so as ordered in R01-1142-I. These reports should now incorporate the decisions in this order as applicable. Once Qwest receives § 271 approval from the FCC for Colorado, actual payments to the CLECs and the Special Fund shall begin.

5. *Sua Sponte*, we have made other clarification and typographical changes throughout the CPAP language attached to this decision as Attachments A and B. These are non-substantive changes.

6. This Order is effective immediately on its Mailed Date.

**B. ADOPTED IN COMMISSIONERS' DELIBERATIONS MEETING
March 27, 2002.**

(S E A L)



THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

RAYMOND L. GIFFORD

POLLY PAGE

ATTEST: A TRUE COPY

Bruce N. Smith
Director

JIM DYER

Commissioners

COLORADO PERFORMANCE ASSURANCE PLAN RECOMMENDED SGAT LANGUAGE

1.0 Introduction

1.1 As set forth in this Agreement, Qwest and CLEC voluntarily agree to the terms of the following Colorado Performance Assurance Plan (“CPAP” or “Plan”), prepared in conjunction with Qwest’s application for approval under Section 271 of the Telecommunications Act of 1996 (the “Act”) to offer in-region, interLATA service.

2.0 Plan Structure

2.1 The CPAP is a tiered remedy plan. Qwest shall be subject to self-executing payments to CLEC for Tier 1 submeasures, identified in Appendix A, which generate both Tier 1X and 50% of Tier 1Y payments (described in Sections 7.0 and 8.0). Qwest shall be subject to self-executing payments to the Tier 2 Special Fund for the following: (1) Tier 2 submeasures (identified in Appendix A), (2) Tier 1Y payments not owed to the CLEC (described in Section 8.3), and (3) payments for missing Tier 1A or Tier 1B submeasures by more than 50% (described in Section 10.3).

3.0 Performance Measurements

3.1 The performance standards for each measure and submeasure are identified in Appendix A. This Appendix A places the Performance Indicator Definitions (“PIDs”) in Tier 1A, Tier 1B, Tier 1C or Tier 2.

4.0 Statistical Methodology

4.1 Qwest will be in conformance with Tier 1A, Tier 1B, Tier 1C and Tier 2 benchmark submeasures when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark, if a lower value means better performance.

4.2 For Tier 1B and Tier 1C parity submeasures, Qwest uses a statistical test, namely the “Modified z-test,” for evaluating the difference between two means (*i.e.*, Qwest and CLEC service or repair intervals) or two percentages (*e.g.*, Qwest and CLEC proportions) to determine whether a parity condition exists between the results for Qwest and CLEC. For the purpose of this Section, the Qwest results will be the Qwest monthly retail results as specified in the PIDs filed with the CPAP as approved by the Colorado Public Utilities Commission (“Commission”). The modified z-test shall be applicable if the CLEC sample size is greater than or equal to 30 for a given submeasure. For testing submeasures for which the sample size is less than 30,

Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC results.

The formula for determining parity using the z-test is:

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

Where:

$$\text{DIFF} = M_{\text{Qwest}} - M_{\text{CLEC}}$$

M_{QWEST} = Qwest average or proportion

M_{CLEC} = CLEC average or proportion

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

σ^2_{Qwest} = Calculated variance for Qwest

n_{Qwest} = number of observations or samples used in Qwest submeasure

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

In calculating the difference between Qwest and CLEC performance, the above formula applies when a larger Qwest value indicates a better level of performance. In cases where a smaller Qwest value indicates a higher level of performance, the order is reversed, *i.e.*, $M_{\text{CLEC}} - M_{\text{QWEST}}$.

4.3 For parity submeasures where the number of data points is less than 30, Qwest will apply a permutation test to test for statistical significance. Permutation analysis will be applied to calculate the z statistic using the following logic:

Calculate the z statistic for the actual arrangement of the data

Pool and mix the CLEC and Qwest data sets

Perform the following 1000 times:

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 Qwest data set or n_{QWEST} .

Compute and store the z-test score (Z_s) for this sample.

Count the number of times the z statistic for a permutation of the randomly subdivided data is greater than the actual z statistic.

Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples.

If the fraction is greater than α (alpha), the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. Alpha = 0.05. For

individual month testing for performance measurements involving LIS trunks and DS-1 and DS-3 that are Unbundled Dedicated Interoffice Transport, Resale, or Unbundled Loops (performance measurements: OP-3D/E, OP-4D/E, OP-5, OP-6-4/5, MR-5A/B, MR-7D/E, and MR-8) with sample sizes of 1-10, alpha = 0.15. When performance submeasures disaggregate to zone 1 and zone 2, the CLEC volumes in both zones shall be combined for purposes of statistical testing.

5.0 Critical Z-Value

5.1 The following table shall be used to determine the Critical z-value for Tier 1B and Tier 1C parity submeasures when the CLEC sample size is greater than or equal to 30. It is based on the monthly business volume of the CLEC for the particular performance submeasures for which statistical testing is being performed.

TABLE 1: CRITICAL Z-VALUE

CLEC volume (Sample size)	Critical Z-Value
30-150	1.645
151-300	2.0
301-600	2.7
601-3000	3.7
3001 and above	4.3

5.2 When the CLEC sample size is greater than or equal to 30, Qwest's performance to a CLEC for a Tier 1B or Tier 1C parity submeasure will be considered conforming in a month when the z-score calculated pursuant to Section 4.2 is equal to or less than the appropriate critical z-value identified in Section 5.1, Table 1.

6.0 Tier 1A Parity Calculations

6.1 For Tier 1A, which includes the measures that are most critical and most likely to be relied on most heavily by smaller competitors, the average performance Qwest gives CLEC in the current month shall be compared to the average of prior six months retail performance, subject to a variance factor (standard performance). The average retail performance over the prior six months shall be calculated by summing the six individual monthly numerator values and dividing that amount by the sum of the six individual monthly denominator values. The variance factor shall modify that standard average according to the variance table listed below in Table 2. This table captures the variability of the data and seeks to minimize the impact of smaller sample sizes on the ultimate calculation.

TABLE 2: VARIANCE FACTORS

CLEC volumes	OP-3 LIS	OP-3 UBL¹	OP-4 LIS	OP-4 UBL¹	OP-6 LIS	OP-6UBL	OP-5	NP-1⁵
1-5	25	25	18	14	24	28	20	
6-15	18	18	12	10	16	18	12	
16-22	16	14	9	8	15	15	10	
23-30	15	13	8	7	14	14	9	
31-40	13	11	7	7	12	12	8	
41-60	11	9	6	6	10	10	7	
61-90	9	7	5	6	8	8	6	
91-150	5	5	4	5	6	6	5	
151-300	5	4	3	4	4	4	4	
301-500	4	3	2	3	3	3	3	
501-1000	3	2	2	2	2	2	2	
1001-1500	2	1	1	1	1	1	1	
1501-2000	1	0.5	0.5	0.5	0.5	0.5	.5	
2000+	0	0	0	0	0	0	0	
Measure Type	%	%	Days	Days	Days	Days	%	
Modification	Subtract	Subtract	Add	Add	Add	Add	Subtract	
CLEC volumes	MR5-LIS	MR5-UBL²	MR6-LIS	MR-6-UBL	MR7³	MR-8³	PO-9b	NI-1⁴
1-5	22	28	220	500	28	28	20	0.64
6-15	16	18	180	300	18	18	12	0.64
16-22	15	15	150	220	15	15	10	0.64
23-30	14	14	130	200	14	14	9	0.64
31-40	13	12	110	160	12	12	8	0.64
41-60	11	10	90	150	10	10	7	0.64
61-90	9	8	70	140	8	8	6	0.53
91-150	7	6	60	130	6	6	5	0.42
151-300	5	4	50	120	4	4	4	0.31
301-500	4	3	40	110	3	3	3	0.23
501-1000	3	2	30	100	2	2	2	0.17
1001-1500	2	1	20	50	1	1	1	0.11
1501-2000	1	0.5	10	25	0.5	0.5	0.5	0.05
2000+	0	0	0	0	0	0	0	0
Measure Type	%	%	Mins	Mins	%	%	%	%
Modification	Subtract	Subtract	Add	Add	Add	Add	Subtract	Add
CLEC volumes	OP-5 L/S	OP-6 L/S	MR-3 L/S	MR-6 L/S	MR-7 L/S	MR-11	MR-12	
1-5	22	12	22	500	25	16	600	
6-15	17	6	12	400	18	9	300	
16-22	13	5	9	300	14	7	250	
23-30	11	4	8	250	12	6	200	

31-40	10	3	6	200	10	5	175
41-60	8	3	5	175	8	4	150
61-90	7	2	4	150	7	3	125
91-150	5	2	4	125	5	2	100
151-300	4	1	3	120	4	2	75
301-500	3	1	2	90	3	1.5	50
501-1000	2	.7	1.5	60	2	1	40
1001-1500	1.5	.6	1	30	1.5	.75	25
1501-2000	1.25	.5	.75	25	1.25	.5	15
2000+	1	.25	.5	20	1	0	0

Measure Type	%	Days	%	Mins	%	%	Mins
Modification	Add	Add	Subtract	Add	Add	Subtract	Add

¹ Except Analog, 2-wire non-loaded, and ADSL qualified loops.

² MR-5 UBL's variance table also applies for MR3-UBL calculations.

³ MR-7 & 8's column applies both for LIS trunks and Unbundled Loops (UBL)

⁴ On NI-1, the variance table only applies in instances where the parity comparison applies – *i.e.*, Qwest's blocking rates exceed 1%, as the appropriate comparison for that measurements is the retail analog or a 1% standard, whichever is higher.

⁵ The first failure will not result in any penalty. Each subsequent failure will constitute a "miss" for purposes of triggering a payment.

6.2 For any Tier 1A benchmark_performance submeasure where the CLEC volume is 10 or below, Qwest shall be allowed to miss one occurrence before being subject to any payments for non-conforming performance. That is, if CLEC volume is ≤ 10 and the number of occurrences is ≤ 1 there is no payment made. For all Tier 1A parity performance submeasures with sample sizes of 1-30, Qwest shall calculate and report payments based upon both the Table 2 variance factors and the permutation test as set out in Section 4.3. CLEC shall receive the higher of the payment based upon variance factors or the payment based upon permutation testing.

6.3 Qwest's performance to a CLEC for a Tier 1A submeasure will be considered conforming in a month when the CLEC performance result is better than or equal to the Qwest standard performance result as defined in Section 6.1.

6.4 For any Tier 1A measure where variance factors have not been developed or where there are insufficient data to develop such factors, the relevant measures shall rely on the same statistical methodology used for Tier 1B and Tier 1C, as set forth in Sections 4.0 and 5.0 of this Plan, to determine performance results.

7.0 Tier 1X: Calculation of Payments to CLEC for Tier 1A, 1B and 1C Submeasures

7.1 Unless otherwise specified in this Section 7.0 or in Appendix A, payments to CLEC under the CPAP are to be made on a per occurrence basis. The formulas set forth below shall be used to determine the total number of occurrences upon which Qwest is required to make payments to CLEC.

For percentage submeasures, the CPAP uses the following formula:

$$\text{CLEC Occurrences} = \text{Absolute value of (CLEC result – standard)} \\ \text{multiplied by CLEC volume.}$$

For interval submeasures, the CPAP uses the following formula:

$$\text{CLEC Occurrences} = \text{Absolute value of ((CLEC result –} \\ \text{standard)/standard)} \text{ multiplied by CLEC volume.}$$

For the above formulas, for Tier 1A parity submeasures, the standard is the average of the prior six months retail performance adjusted by the relevant variance factor in Section 6.1, Table 2. For Tier 1B and Tier 1C parity submeasures, the standard is the current month retail performance, as adjusted for sample size and variance in accordance with Sections 4 and 5. For Tier 1A, Tier 1B and Tier 1C submeasures with a benchmark, the standard is the benchmark.

7.2 For interval submeasures, the number of occurrences shall not exceed the CLEC volume for the particular submeasure.

7.3 If Qwest fails to meet the applicable standard for Tier 1 submeasures, Qwest shall make a per occurrence payment to CLEC as specified in Table 3 below, unless different payment provisions for the applicable Tier 1 submeasure are set forth in Appendix A.

TABLE 3: PER OCCURRENCE PAYMENT AMOUNTS

Tier 1A	\$ 225.00
Tier 1B	\$ 75.00
Tier 1C	\$ 25.00

7.4 To account for the severity of a missed standard, the base payment shall be multiplied by the factor in Table 4 according to the following formula:

$$\text{Base Payment} = (\text{per occurrence payment}) \times (\text{occurrences}) \\ \text{Total Payment} = (\text{base payment}) \times (\text{severity multiplier})$$

The severity multiplier for each measure is obtained by calculating the difference between the CLEC result and the standard performance for that measure, and then looking up the multiplier on Table 4. For Tier 1A, the standard performance is the average of prior six month retail performance with the variance calculation. For Tier

1B and 1C, the standard performance is the current month retail performance. For PIDs that do not have retail equivalents, the benchmark targets shall be used.

The severity penalty shall be derived from the base payment even where the monthly payment has been increased under the minimum payment rule or the additional penalty for ongoing poor performance.

TABLE 4

For Percentage measures		For Interval Measures	
Between	Multiplier	CLEC Performance*	Multiplier
0-4.99%	1	$1 < x < 2$	1.1
5%-9.99%	1.1	$2 \leq x < 3$	1.2
10-14.99%	1.2	$3 \leq x < 4$	1.3
15-19.99%	1.3	$4 \leq x < 5$	1.4
20-24.99%	1.4	$5 \leq x < 6$	1.5
25-29.99%	1.5	$6 \leq x < 7$	1.6
30-34.99%	1.6	$7 \leq x < 8$	1.7
35-39.99%	1.7	$8 \leq x < 9$	1.8
40-44.99%	1.8	$9 \leq x < 10$	1.9
45-49.99%	1.9	$10 \leq x < 11$	2.0
50-54.99%	2.0	$11 \leq x < 12$	2.1
55-59.99%	2.1	$12 \leq x < 13$	2.2
60-64.99%	2.2	$13 \leq x < 14$	2.3
65-69.99%	2.3	$14 \leq x < 15$	2.4
70-74.99%	2.4	$15 \leq x < 16$	2.5
75-79.99%	2.5	.	.
80-84.99%	2.6	.	.
85-89.99%	2.7	.	.
90-94.99%	2.8	$39 \leq x < 40$	4.9
95%-100%	2.9	40 or over	5

*calculated in days or hours, depending on measure

7.5 Geographically, all measures should only include Colorado statistics. For purposes of reporting, the data will be displayed in the most granular disaggregation possible and will be rolled up to overviews as appropriate. For purposes of minimum payments, a “measure” shall be the highest level of aggregation, i.e. PO-5, OP-4, MR-4, and so forth. For purposes of severity and duration penalties (Tier 1Y), a “measure” shall be at the most granular level of disaggregation, except where otherwise specified. For purposes of statistical comparison and occurrence calculation, a “measure” shall be at the most granular level of disaggregation, except where otherwise specified. If it turns out that CLECs seem to have data that are spread out over the disaggregated “sub-measures” in such a way that this approach leads to consistently small sample sizes (less than 10 in particular, but less than 30 will be considered), yet there is a way in which the samples could be effectively

aggregated to create more meaningful sample sizes, then the Commission will consider aggregation during the six-month review.

8.0 Tier 1Y: Calculation of Payments

8.1 Qwest's non-conforming performance for Tier 1 submeasures shall be subject to escalating per occurrence payments. For Billing measures in Tier 1C, duration escalation is subject to a \$5,000 per measure cap in month one, increasing by a maximum of \$5,000 per month to a maximum per measure cap of \$30,000. The duration function does not include the severity factor calculated in Tier 1X when doubling (or tripling, *etc.*) the base payment.

8.2 The second continuous month of non-conforming performance for a particular submeasure will require the total per occurrence payment before severity to be multiplied by two. On the third continuous month, the total per occurrence payment before severity will be multiplied by three. The escalation will proceed along these lines until Qwest's wholesale performance meets the relevant standard. At that point (*i.e.*, on the first month of acceptable performance following non-conforming performance), Qwest's per occurrence payment shall "step down" to the next level. If Qwest's next month's performance does not meet the applicable standard for the same submeasure, the payment will remain at the stepped down level and will then step up again if the non-conforming performance continues the following month. Alternatively, if Qwest's performance for the submeasure continues to conform to the standard, the per occurrence payment will step down each month until it reaches the original per occurrence payment.

8.3 For the first 12 months of escalated payments on a particular submeasure discussed in Section 8.2 above, Tier 1Y payments shall be divided between the CLEC and the Tier 2 Special Fund. Fifty percent (50%) of Tier 1Y payments shall be paid to CLEC, and 50% of Tier 1Y payments shall be paid to the Special Fund, as set forth in Section 10.4. If the escalation payments for a particular submeasure continue for more than 12 months, the escalation payments owed to the CLEC will be fixed at 50% of the 12 month level. This fixed amount will continue until Qwest's satisfactory performance for that submeasure results in Qwest paying at the 11 month level. At that point, the process in Section 8.2 will apply. All amounts in excess of the CLEC payments for month 12 will be paid to the Special Fund.

9.0 Minimum Payments to CLEC

9.1 For smaller CLECs, there is a minimum per measure payment for Tier 1A of \$600 and for Tier 1B of \$300. If the otherwise applicable payment is below this amount, the minimum payment shall apply. If the measure is one which falls into Tier 1A for some products, and Tier 1B for other products, and if any of the violations incurred that month for that measure were in Tier 1A, then the Tier 1A minimum payment shall apply rather than the 1B payment. In any month in which no payment is owed, the minimum payment will not apply.

9.2 For purposes of minimum payments, a smaller CLEC is a CLEC with less than or equal to 100,000 lines in service in Colorado (of whatever type – facilities-based, resale, UNE loops (including shared lines) and so forth). Upon adopting the CPAP and at six month intervals after that, a CLEC must certify to the Commission, with notification to Qwest, that it should be designated as a smaller CLEC in order to benefit from the minimum payment. Any CLEC that does not certify that it is below the minimum lines in service requirement shall not be eligible for the minimum payment.

10.0 Tier 2 Payments to the Special Fund

10.1 Tier 2 performance submeasures and corresponding base payments are set forth in Appendix A.

10.2 Tier 1Y payments not owed to the CLEC (as described in Section 8.3) shall be considered Tier 2 payments, and shall be paid to the Tier 2 Special Fund.

10.3 When an individual submeasure in either Tier 1A or Tier 1B, using CLEC aggregate results, is missed by at least 50% of the applicable standard for two or more consecutive months, Qwest shall pay to the Tier 2 Special Fund \$25,000 for each Tier 1A submeasure missed and \$8,000 for each Tier 1B submeasure missed. A Tier 1A miss shall be determined with CLEC aggregate results by comparing the method identified in Section 6.1 using the variance factors in Table 2 and the variance factors in Table 5 below.

TABLE 5: VARIANCE FACTORS (WITH ONE FREE MISS RULE)

CLEC volumes	OP-3 LIS	OP-3 UBL ¹	OP-4 LIS	OP-4 UBL ¹	OP-6 LIS	OP-6UBL
1-5	21	18	15	10	20	20
6-15	17	15.5	11	8.5	16	16
16-22	16	14	9	8	15	15
23-30	15	13	8	7	14	14
31-40	13	11	7	7	12	12
41-60	11	9	6	6	10	10
61-90	9	7	5	6	8	8
91-150	5	5	4	5	6	6
151-300	5	4	3	4	4	4
301-500	4	3	2	3	3	3
501-1000	3	2	2	2	2	2
1001-1500	2	1	1	1	1	1
1501-2000	1	0.5	0.5	0.5	0.5	0.5
2000+	0	0	0	0	0	0
Measure Type	%	%	Days	Days	Days	Days

Modification	Subtract	Subtract	Add	Add	Add	Add		
CLEC volumes	MR5-LIS	MR5-UBL²	MR6-LIS	MR6-UBL	MR7³	MR-8³	PO-9b	NI-1⁴
1-5	18	20	180	300	20	20	14	<u>0.64</u>
6-15	16	16	180	240	16	16	12	<u>0.64</u>
16-22	15	15	150	220	15	15	10	0.64
23-30	14	14	130	200	14	14	9	0.64
31-40	13	12	110	160	12	12	8	0.64
41-60	11	10	90	150	10	10	7	0.64
61-90	9	8	70	140	8	8	6	0.53
91-150	7	6	60	130	6	6	5	0.42
151-300	5	4	50	120	4	4	4	0.31
301-500	4	3	40	110	3	3	3	0.23
501-1000	3	2	30	100	2	2	2	0.17
1001-1500	2	1	20	50	1	1	1	0.11
1501-2000	1	0.5	10	25	0.5	0.5	0.5	0.05
2000+	0	0	0	0	0	0	0	0
Measure Type	%	%	Mins	Mins	%	%	%	%
Modification	Subtract	Subtract	Add	Add	Add	Add	Subtract	Add

¹ Except Analog, 2-wire non-loaded, and ADSL qualified loops.

² MR-5 UBL's variance table also applies for MR3-UBL calculations.

³ MR-7 & 8's column applies both for LIS trunks and Unbundled Loops (UBL)

⁴ On NI-1, the variance table only applies in instances where the parity comparison applies – *i.e.*, Qwest's blocking rates exceed 1%, as the appropriate comparison for that measurement is the retail analog or a 1% standard, whichever is higher.

When the variance factors in Table 5 are used, for any performance submeasure where the CLEC volume is ten or below, a performance submeasure will not be considered missed for the purposes of Section 10.3 until the number of payment occurrences is >1 (the one free miss rule). If the method of determining conformance in Section 6.1 using the variance factors in Table 2 or the variance factors in Table 5 with the one free miss rule results in a conclusion of conformance, then for the purposes of Section 10.3, the performance measurement is considered met. If both methods described in this Section result in a performance measurement miss, Qwest's payment obligation, if any, in this Section shall be the lesser of the payment amounts determined using the two methods.

10.4 All Tier 2 payments (including Tier 1Y payments not owed to the CLEC, as set forth in Section 8.3), any special payments assessed by the Monitor, and the 50% share of payments for inaccurate reporting not self-corrected by Qwest) shall be paid into a Special Fund that Qwest shall keep in an interest-accruing bank account ("Tier 2 Special Fund" or "Special Fund").

10.5 This Special Fund shall pay for the Independent Monitor at least until the first three-year review. When there are insufficient funds in the Special Fund for this purpose, Qwest shall advance the necessary funds.

10.6 Other potential uses for this fund include: paying a technical advisor for the Commission's CPAP Revision process; paying a consultant for the three-year review; and, if the Commission so decides, paying for additional audits of Qwest's performance measurement and reporting, and paying other administrative expenses.

10.7 Upon implementation of the CPAP, the Commission shall decide how to use the remainder of this fund. The uses shall be competitively neutral efforts in the telecommunications field that do not benefit Qwest directly.

11.0 Cap on Tier 1 and Tier 2 Payments

11.1 There shall be an annual cap of \$100 million on payments for performance under the CPAP. The cap shall apply to Tier 1X, Tier 1Y, and Tier 2 payments as explained in Section 11.3.

11.2 The following shall not count toward the annual cap: any penalties imposed by the Independent Monitor to maintain the integrity of the CPAP; any penalties imposed by the Commission; any penalties imposed directly by the CPAP for failure to report, failure to report timely, or failure to report accurately; any liquidated damages under another Interconnection Agreement; any interest payments; and any damages in an associated action.

11.3 Tier 1Y and Tier 2 penalties shall be subject to a monthly cap of 1/12 of the annual cap of \$100 million. Following is a description of how the monthly cap shall work:

If the total payments (Tier 1X, 1Y, 2) do not exceed the monthly cap, Qwest shall make all payments.

If the total payments (Tier 1X, 1Y, 2) do exceed the monthly cap, Qwest shall pay all Tier 1X payments (even if they alone exceed the monthly cap). Other than Tier 1X and payments specified in Section 11.2, Qwest shall not make payments in excess of the monthly cap. The balance in excess of the monthly cap shall roll forward and be paid when Qwest's total monthly penalties are below the monthly cap, whenever that occurs (even if that should take longer than a year).

In a month in which Qwest's total payment is below the monthly cap, any deferred payments plus interest will be due, but only to the extent that the deferred payments do not cause the total monthly payment to exceed the monthly cap. In the event all Tier 1Y and Tier 2 payments cannot be made in any month due to the monthly cap, Qwest will pay Tier 1Y payments first (up

to the monthly cap) and then, from the remaining money, pay Tier 2 payments (up to the monthly cap).

The deferred payments shall be paid with interest on the relevant amount. The interest rate shall be equal to twice the Commission prescribed customer deposit rate.

If Qwest wishes to make any Tier 1Y and Tier 2 payments over and above the monthly cap in order to avoid paying interest on the deferred amount, it may do so.

11.4 If Qwest payments equal or exceed the annual cap for two years in a row or equal or exceed 1/3 of the annual cap in a combination of two consecutive months, the Commission shall have the authority to open a proceeding to request Qwest to explain the non-conforming performance and show that it did not result from Qwest's failure to avoid reasonably foreseeable risks. If the Commission concludes that Qwest failed to act in a prudent manner to avoid reasonably foreseeable consequences, the Commission may raise the cap to the amount which Qwest would have paid in the higher of the prior two years, may ask the Federal Communications Commission ("FCC") to halt Qwest's long distance marketing authority for a particular interval, may levy a fine, and/or may take other appropriate action.

12.0 Timing and Form of Payment

12.1 All Tier 1 payments to CLEC and all Tier 2 payments to the Special Fund shall be made on the last business day of the month following the due date of the performance measurement report for the month for which payment is being made.

12.2 All payments shall be in cash. Qwest shall be allowed, after obtaining the individual agreement of CLEC, to make such cash payments through the use of electronic fund transfers to CLEC and the Special Fund. However, once Qwest and CLEC agree on a method of payment (*i.e.*, wire transfer or check), Qwest shall not change the method of payment without the permission of CLEC. Qwest shall be able to offset cash payment to CLEC with a bill credit applied against any non-disputed charges that are more than 90 days past due.

12.3 Qwest shall provide monthly payment information at the same time that the performance reports are due. Monthly payment information shall include the payment calculations.

12.4 In the case of late payments, Qwest shall pay interest to CLEC and to the Special Fund, as applicable, calculated at twice the Commission prescribed customer deposit rate, on the amount in question. Should Qwest demonstrate to the relevant CLEC or to the Independent Monitor that it overpaid, it shall be able to deduct from future payments any past overpayment, along with interest calculated at the Commission prescribed customer deposit rate for the amount in question.

13.0 Reporting

13.1 Qwest will provide the Commission and CLECs opting into the CPAP with a monthly report of Qwest's performance for the PIDs. These reports shall contain any carry-over payment amounts and calculations as well as the current month's information. Qwest will collect, analyze, and report performance data for these PID measurements. Qwest will store such data in easy-to-access electronic form for three years after they have been produced and for an additional three years in an archived format. Any failure to follow these requirements shall be treated as a violation of the CPAP integrity requirements discussed in Sections 17.5 and 17.8.

13.2 On or before the last business day of each month following the relevant performance period, Qwest shall post the individual CLEC monthly reports to a secure part of the CPAP website and the aggregate state report to the public part of the CPAP website. In addition, Qwest must officially file with the Commission, one hard copy and one electronic copy in an Excel format, of all CLEC individual monthly reports under seal and one hard copy and one electronic copy in an Excel format of the state aggregate report in the public file. If CLEC requests a hard copy of its individual report, Qwest should make that hard copy available at no cost to CLEC.

13.3 In the case of late reporting, Qwest shall make a payment to the Special Fund of \$500 per calendar day for each day the report is late. This amount represents the total payment for missing a reporting deadline, rather than a payment per report and does not count against the cap described in Section 11.1. This payment shall begin on the report due date and continue until the report is actually distributed.

13.4 If any inaccurate reporting is revealed by any annual audit, Commission audit or mini-audit, Qwest shall make any payments due to the CLEC as a result of the inaccurate reporting plus an additional payment of 50% of the amount due as a result of the underpayment. Half of the 50% payment shall be paid into the Tier 2 Special Fund, and half shall be paid to the CLEC.

13.5 In addition to the Section 13.4 payment, if as a result of an inaccurate report, any bill over \$25,000 is adjusted upwards by 25% or more, Qwest shall also incur a late reporting payment as set forth in Section 13.3. This payment shall begin on the report due date and shall continue until the day the discrepancy is resolved.

13.6 If a discrepancy is revealed solely by Qwest, and Qwest self-corrects the discrepancy prior to the monthly payment being due, no additional liability shall be assessed. If Qwest self-corrects the erroneous reports before an audit on the relevant measurements in question begins but after the relevant payment is made, it shall be responsible for paying the additional amount owed due to the non-conforming performance as well as interest on this amount at the rate of two times the Commission prescribed customer deposit rate.

13.7 If a discrepancy is revealed by a Qwest-CLEC data reconciliation process or any other inquiry, Qwest shall pay the additional amount owed as well as interest on any late additional amount at the rate of three times the Commission prescribed customer deposit rate.

13.8 If a Qwest-CLEC data reconciliation process forces Qwest to adjust its payment upwards three months in a row, Qwest must pay the additional amount and an additional penalty to Tier 1Y as if the discrepancy had been revealed by an audit (see Section 14.12) for that third month and for each consecutive month that the CLEC reveals additional payments via data reconciliation.

13.9 If a Qwest-CLEC data reconciliation process forces Qwest to adjust its payment upward five times in a calendar year, Qwest must pay the additional amount and an additional penalty to Tier 1Y as if the discrepancy had been revealed by an audit for that fifth month and for all other months in that calendar year that the CLEC reveals additional payments via data reconciliation.

14.0 Audits of Performance Results

14.1 Qwest shall carefully document any and all changes that Qwest makes to the Performance Measurement and Reporting System. This change log shall be displayed on a public website dedicated to the CPAP. The Performance Measurement and Reporting System is defined to include at least: elements of Qwest's Regulatory Reporting System that constitute the data collection programs (*i.e.*, the software code used by Qwest to determine which data fields are used and how they are used), the underlying data extracted by the data collection programs and data reference tables (*e.g.*, USOC tables, wire center tables, *etc.*, used in the calculation of measurements), the data staging programs (programming code used to organize and consolidate the data), the calculation programming (the code used to implement the formula defined for a measurement), and the report generation programs (including the report format and report file creation). This change log shall contain, at a minimum, a detailed description of the change (in plain English); the effects of the change, the reason for the change, the dates of notification and of implementation, and whether the change received Commission approval. Qwest shall also record if the change is fundamental or non-fundamental (see Sections 14.2 and 14.3).

14.2 Qwest shall be allowed to change the Performance Measurement And Reporting System as defined in Section 14.1 in ways that are non-fundamental (*i.e.*, system changes for which the relevant performance data can be replicated under the old approach) without preapproval, but shall promptly record these changes on the change log. Omitted or inaccurate changes shall result in Qwest being required to pay a \$2500 fine, plus interest at the Commission prescribed customer deposit rate accrued from the time the change took effect. The payment shall go to the Tier 2 Special Fund and does not count against the annual cap described in Section 11.1.

14.3 Before making any changes to the Performance Measurement and Reporting System in a manner whereby the relevant data cannot be reconstructed under the prior approach (*i.e.*, a fundamental change to its measurement system), Qwest shall record the proposed change to the change log and notify the Auditor retained for the purpose of auditing performance measurements under this CPAP to request an evaluation of the proposed change. The Auditor will evaluate the impact of the proposed change and report, in writing, the results of that evaluation to the Commission and Qwest. Qwest shall immediately post the Auditor's report on the public CPAP website. Upon receiving the report of the impact evaluation from the Auditor, the Commission shall have 15 days to take action to prevent Qwest from making such change and to decide on a process for resolving the issue. During the first seven day period following the filing and recording of the Auditor's report, interested parties may file comments on the proposed change and Auditor's report. If the Commission takes no action on the issue during the 15 day period, Qwest shall be free to make the proposed change.

If Qwest makes a fundamental change pursuant to this Section without obtaining approval, it shall be liable for \$100,000 payable to the Special Fund. If Qwest cannot reproduce reliable performance data, the Independent Monitor shall determine what payments are due based upon the data collected by the affected CLECs along with any appropriate interest and late payment penalties.

14.4 Qwest shall keep a record of all exclusions (*i.e.*, those allowed by the PIDs, authorized by the Commission or otherwise excluded for any reason) and of each basis for each exclusion. Such records shall be kept in easy-to-access electronic format for three years and an additional three years in an archived format.

14.5 As part of the data reconciliation process, CLEC shall have the right to request access to the raw, excluded data and business rules or other basis relied upon by Qwest to exclude the data from the most recent month's report. The records and data must be turned over, in a mutually-agreeable format within two weeks of the request.

14.6 An independent audit of the results of the performance submeasures identified in Appendix A and the financial payments calculated based upon Qwest's performance results shall be performed annually. The first audit shall begin one year after the effective date the CPAP, and the second and third annual audits shall begin one year after the completion of the prior year's audit. Qwest shall pay for the first three audits; thereafter, the Commission shall determine whether the audits shall be paid by the Special Fund or by Qwest. The annual audit shall encompass both the performance reports and payment amounts. The audit shall include at least the following: (1) problem areas requiring further oversight as identified in the previous audit(s); (2) any submeasures changed or being changed from a manual to electronic system; (3) the accuracy of the measurements and reports designated in Tier 1A; (4) submeasures responsible for 80% of the payments paid by Qwest over the prior year (to the extent that they are not covered by the Tier 1A audit); and (5) whether Qwest

is exercising a proper duty of care in evaluating which, if any, performance results can be properly excluded from its wholesale performance requirements.

14.7 A thorough scrutiny of Qwest's measurement and reporting system shall not be required for the annual audit. If, after examining the structure of the performance and measurement system, receiving input from CLECs, examining exclusions made by Qwest, and evaluating the nature of any changes, as well as some representative examples, the Auditor can confidently conclude that the measurement and reporting system is reliable, the Auditor need not perform a more extensive audit.

14.8 The Auditor shall be chosen by the Commission, with input from Qwest, CLECs, and other interested persons. The Auditor shall perform all of the auditing functions described above for the first three years. Any interested person may petition the Independent Monitor to disqualify the Auditor based upon gross neglect of duties, incompetence, or a significant conflict of interest. The Auditor shall respond to the petition within a reasonable time. The Independent Monitor shall then be authorized, in its discretion, to open a proceeding to consider the petition for disqualification.

14.9 CLEC may request a mini-audit of the performance measurement results covering Qwest's performance to CLEC for any submeasures. However, a CLEC will not be allowed to commence such an audit unless and until (1) CLEC has requested access to the raw data and business rules and attempted to meet with Qwest to attempt data reconciliation for any discrepancies by presenting its own version of the data calculation and comparing it to Qwest's to demonstrate the areas in which Qwest allegedly erred, and (2) Qwest and CLEC are unable to reach agreement about any alleged discrepancy through the Qwest-CLEC data reconciliation process. Qwest must provide the necessary expertise and work in good faith to attempt to answer CLEC concerns. Qwest's experts must be available for requested meetings to take place within 10 business days of the CLEC request, but Qwest may attempt to resolve the issue over the phone or via email before holding a face-to-face meeting.

14.10 Upon CLEC request, data files of the CLEC raw data, or any subset thereof, and business rules or other basis used to generate the reports as part of the data reconciliation process will be transmitted, without charge, to CLEC, within two weeks of the request, in a mutually acceptable format, protocol, and transmission medium.

14.11 The scope of the mini-audit allowed under this CPAP is limited to the relevant measures and submeasures that were the subject of and determined to be suspect, through the Qwest-CLEC data reconciliation process.

14.12 The mini-audit shall be conducted by the Auditor designated for annual audits, unless CLEC demonstrates to the Independent Monitor good cause that another entity should perform the mini-audit. CLEC shall pay the Auditor's fees and expenses, and CLEC and Qwest shall bear their own costs. If a mini-audit identifies a non-conformance that materially affects the results (material being defined as a

deficiency that requires an additional payment of at least 10% more than the total amount paid on the submeasures examined by the mini-audit) by Qwest, Qwest shall pay the Auditor's fees and expenses. In addition, Qwest shall resolve the identified problems and shall pay any applicable payments under the late payment provisions. Qwest shall also pay other CLECs any appropriate payments and penalties based on problems uncovered in the mini-audit. If the Auditor does not identify any non-conformance, CLEC shall not be allowed to request another mini-audit during the six months after the initial mini-audit request; however, CLEC is nevertheless permitted to request Qwest-CLEC data reconciliation during that time.

14.13 If CLEC proves to the Independent Monitor via the dispute resolution process that Qwest did not work in good faith to resolve the issues prior to the initiation of a mini-audit, the Independent Monitor can shift the Auditor's fees and expenses to Qwest, and the six-month moratorium on mini-audits shall then be waived.

14.14 The Commission reserves the right to choose to conduct an audit itself, with the assistance of an outside Auditor if it chooses. Such an audit shall be paid for through the Special Fund. If the audit reveals any material non-conformance (as defined above) in Qwest's performance reporting, Qwest shall reimburse the costs of the audit and, where appropriate, shall make applicable payments to CLECs or Special Fund as described above.

15.0 Waiver of Payments

15.1 Qwest may seek a waiver of the obligation to make payments pursuant to this CPAP by seeking an exception from the Independent Monitor on any of the following grounds:

- (1) *Force majeure*, as defined in SGAT Section 5.7 (as to benchmark standards, but not as to parity submeasures);
- (2) A work stoppage (as to benchmark standards, but not as to parity submeasures);
- (3) An act or omission by CLEC that is in bad faith and designed to "game" the payment process; or
- (4) A material failure by CLEC to follow the applicable business rules.

15.2 Any waiver request must contain an explanation of the circumstances that justify the waiver, and any and all relevant documentation relied upon to support the request. To establish that the circumstances warrant granting of a requested waiver, Qwest must show the existence of those circumstances by a preponderance of the evidence. For any such action, Qwest shall be required to pay the disputed credits or place the disputed amount of money into an interest-bearing escrow account until the matter is resolved. CLEC must respond to any such waiver requests within 10

business days and the Independent Monitor shall have 10 business days after the response is filed to rule on the requested waiver, subject to review by the Commission as specified by the Dispute Resolution Process in Section 17.0.

16.0 Limitations

16.1 The payments imposed by the CPAP shall not become available in Colorado until the first day of the second month after Qwest receives Section 271 authority for the State of Colorado. Each CLEC shall have the option of electing the CPAP *in toto* as set forth in this CPAP SGAT or of negotiating an alternative regime with Qwest. The CLECs need not adopt the *Interconnection, Unbundled Network Elements, Ancillary Services, and Resale SGAT* in its entirety in order to adopt the CPAP SGAT. Qwest will not be liable for Tier 1 payments to CLEC until the Commission has approved an interconnection agreement between the CLEC and Qwest which adopts the provisions of this CPAP.

16.2 Qwest's agreement to implement these enforcement terms, and specifically its agreement to make any payments hereunder, will 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. CLEC may not use (1) the existence of this enforcement plan or (2) Qwest's Tier 1 or Tier 2 payments as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252 of the Act or has violated any state or federal law or regulation. Qwest's conduct underlying its performance measures, however, is not made inadmissible by this SGAT term. By accepting this performance remedy plan, CLEC agrees that Qwest's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude Qwest from introducing evidence of any Tier 1 payments under these provisions for the purpose of precluding additional payments or offsetting any payments against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Qwest has met, or continues to meet, the requirements of Section 271 of the Act.

16.3 This CPAP contains a comprehensive set of performance submeasures, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the CPAP, CLEC must adopt the CPAP in its entirety, into its interconnection agreement with Qwest in lieu of other alternative standards or relief, except as stated in Sections 16.4, 16.6, and 16.7.

16.4 In electing the CPAP, CLEC shall surrender any rights to remedies under state wholesale service quality rules (in that regard, this CPAP shall constitute an "agreement of the parties" to opt out of those rules, as specified in 4 CCR 723-43-10 of those rules) or under any interconnection agreement designed to provide such monetary relief for the same performance issues addressed by the CPAP. The

CPAP shall not limit either non-contractual legal or non-contractual regulatory remedies that may be available to CLEC.

16.5 Whether or not a CLEC opts into the CPAP, Qwest shall be responsible for making payments to the Tier 2 Special Fund including Tier 1Y payments not owed to the CLEC, as set forth in Section 8.3, for the wholesale performance provided to that CLEC.

16.6 Tier 1X and Tier 1Y payments to CLECs are in the nature of liquidated damages. Before CLEC shall be able to file an action seeking contract damages that flow from an alleged failure to perform in an area specifically measured and regulated by the CPAP, CLEC must first seek permission through the Dispute Resolution Process set forth in Section 17.0 to proceed with the action. This permission shall be granted only if CLEC can present a reasonable theory of damages for the non-conforming performance at issue and evidence of real world economic harm that, as applied over the preceding six months, establishes that the actual payments collected for non-conforming performance in the relevant area do not redress the extent of the competitive harm. If CLEC can make this showing, it shall be permitted to proceed with this action. Any damages awarded through this action shall be offset with payments made under this CPAP. If the CLEC cannot make this showing, the action shall be barred. To the extent that CLEC's contract action relates to an area of performance not addressed by the CPAP, no such procedural requirement shall apply.

16.7 If for any reason CLEC agreeing to this CPAP is awarded compensation for the same harm for which it received payments under the CPAP, the court or other adjudicatory body hearing such claim may offset the damages resulting from such claim against payments made for the same harm. Only that relevant finder of fact, and not Qwest in its discretion, can judge what amount, if any, of CPAP payments should be offset from any judgment for a CLEC in a related action.

16.8 If Qwest believes that some Tier 2 payments duplicate payments that are made to the state under other service quality rules, Qwest may make the payments to a special interest bearing escrow account and then dispute the payments via the Independent Monitor. If Qwest can show that the payments are indeed duplicative, it may retain the money (and its interest) that are found to duplicate other state payments. Otherwise the money will go to the Tier 2 Special Fund.

16.9 The Commission shall have the right to modify this plan at any time as appropriate.

17.0 Dispute Resolution Process

17.1 The dispute resolution process specified in this CPAP does not replace or in any way limit, among other things, the processes for resolving interconnection disputes not within the ambit of the CPAP.

17.2 The Commission shall appoint an Independent Monitor to resolve disputes identified in Section 17.5. The salary and expenses of the Independent Monitor shall be paid by the Special Fund. If at any time, the Special Fund does not contain sufficient funds to pay for the Independent Monitor, Qwest shall advance the funds until the Special Fund contains the necessary funds to cover these expenses.

17.3 In the event that any person determines that the Independent Monitor has acted with gross neglect of duties, committed any ethical impropriety, has a significant conflict of interest, or is incompetent to perform the assigned task, the person may contact the Chief Administrative Law Judge (ALJ) of the Commission. The Chief ALJ shall be authorized in its sole discretion to file a petition, to remove the Independent Monitor. The Commission shall rule on the petition within two months, including any hearing that it may hold to resolve disputed facts.

17.4 If the Independent Monitor position is vacant at any time, the parties shall file requests for dispute resolution with the Chief ALJ, who shall then be responsible for fulfilling the duties of the Independent Monitor or designating another ALJ to do so. If the Commission decides during the CPAP Revision Process that it wishes to assign some or all of the Independent Monitor's duties to either the Commission ALJs or to Commission staff persons, it shall be free to do so and the contract with the Independent Monitor shall so provide.

17.5 The Independent Monitor shall be responsible, at least initially, for the following functions, which may be modified by the Commission as it deems appropriate, with input from the parties, and for other responsibilities as set out in the CPAP (see, for example, Section 17.12). The Independent Monitor shall resolve all challenges to the accuracy of any performance measurements or reports, as evaluated through the auditing process in Section 14.0, as well as any disputes over the CPAP integrity requirements (that is, the rules that enable the CPAP to function, such as data collection and retention requirements, maintaining the PIDs as approved, and so forth). If Qwest is repeatedly penalized for failing to meet the performance requirements under any given PID, the Independent Monitor shall have the authority to require Qwest to perform a root-cause analysis. The Independent Monitor shall evaluate, including necessary investigation of, all allegations that Qwest has misinterpreted, wrongly applied, or violated the relevant business rules that govern the applicable payments to be made pursuant to the CPAP. For example, for disputes about whether particular CLEC actions qualify as exclusions from a measure, where such disputes were not settled by the Qwest-CLEC data reconciliation process or an audit, the Independent Monitor shall be authorized to decide what payments should have been made. The Independent Monitor shall also entertain challenges to disqualify the Auditor based upon gross neglect of duties, incompetence, or a significant conflict of interest. The Independent Monitor shall approve or deny permission for a CLEC to bring an overlapping lawsuit for contractual remedies. Finally, the Independent Monitor shall assess any additional penalties under this plan, such as penalties for bringing frivolous disputes.

17.6 The dispute resolution process envisioned by the CPAP provides a means of resolving issues raised by the CPAP reports, payment calculations and processes. This process is akin to the dispute resolution processes that might be established in other Interconnection Agreements, except it applies exclusively to the CPAP.

17.7 The Independent Monitor shall employ a slightly modified version of the Commission's expedited dispute resolution procedure set forth in 4 CCR 723-1-61(k), but if the designated Independent Monitor so chooses, it shall be able to submit any desired material procedural changes to the Commission, which shall solicit comments from all interested persons before making a decision whether to adopt the procedural change. The procedural changes may be limited to a particular dispute or may apply to all future disputes as deemed appropriate by the Commission.

17.8 The CPAP's dispute resolution process shall not be resorted to unless and until the problem is raised at the Vice President – Vice President level at least two weeks before a dispute is submitted to the Independent Monitor. As part of its request for dispute resolution, the party making the request ("complainant") must provide a statement including specific facts that the complainant engaged (or attempted to engage) in good faith negotiations to resolve the disagreement, and that, despite these good faith efforts, the parties failed to resolve the issue.

17.9 Insofar as there is a dispute about any business rule or requirement of the CPAP, any ruling issued by the Independent Monitor shall bind all parties unless and until it is reversed or modified by the Commission. If the Independent Monitor's decision is reversed or modified upon review, any payments affected by the Commission's decision must be refunded.

17.10 The Commission's review, while plenary, shall not include consideration of any evidence not presented to the Independent Monitor. Appeals must be filed within five business days of the Independent Monitor's decision, and the opposing party shall have five business days to respond. The Commission shall then have 15 business days to rule on the appeal. A party shall have five business days to seek reconsideration or rehearing and the Commission shall have 10 business days to rule on any such motions. As a term of participation in the CPAP, all decisions after a motion for reconsideration and rehearing are final and shall be appealable to federal court under the standard in the Federal Arbitration Act.

17.11 In all actions before the Independent Monitor, the losing party shall pay all relevant attorney's fees and costs – including monies spent to prove that the problem exists – as determined by the Independent Monitor.

17.12 With regard to requiring payments that were erroneously withheld, the Independent Monitor shall enforce penalties for late payments and inaccurate reporting, as may be applicable. With regard to CPAP integrity requirements, the Independent Monitor shall be able to order the appropriate payments for misreporting

along with the 50% premium, and shall be able to levy an additional payment of up to \$100,000 if the Independent Monitor finds that such action materially affected the payments, was willful, and was taken without any legitimate business justification. Any action by CLEC that materially affects the relevant payments, lacks any legitimate business justification, and can be explained solely as an effort willfully to “game” the CPAP shall be grounds for the Independent Monitor’s invalidating all payments received as a result of such actions. In addition, if the Independent Monitor finds it appropriate, CLEC shall be required to pay to Qwest a payment equaling 50% of the amount at issue and shall also be subject to an additional payment amount up to \$100,000. In all actions before the Independent Monitor, the losing party shall pay all relevant attorney fees and costs, including monies spent to prove that the problem exists, as determined by the Independent Monitor.

18.0 Effective Date, Reviews and Termination

18.1 The effective date of the CPAP is the date on which Qwest obtains § 271 approval from the FCC for Colorado. Dates for reviews of the CPAP are calculated from this effective date.

18.2 Reviews of the CPAP occur every six months, commencing with the effective date of the CPAP. Under the six-month CPAP review process, a Commission staff person shall submit a report to the Commission at the five month mark to recommend a series of changes, if any, to the CPAP, noting which of those were agreed to by all parties and which were contested.

18.3 In order to prepare this six-month review report, the relevant Commission staff person (along with any technical advisor the Commission may choose to retain and pay from the Tier 2 Special Fund) shall request feedback on possible changes and shall meet with parties (individually or together) and the Independent Monitor beginning no later than 90 days into the relevant cycle.

18.4 After the Commission staff person submits a six-month review report to the Commission on any suggested changes, parties shall have two weeks to file exceptions to, or comment on, that report. The Commission will rule within four weeks of receiving the parties’ exceptions and/or comments on what changes, if any, should be instituted.

18.5 The Commission shall conduct a proceeding to resolve any disputed issues.

18.6 The six-month CPAP review process shall focus on refining, shifting the relative weighing of, deleting, and adding new PIDs; however, the six-month review is not limited to these areas. With the exception of the areas specifically identified in Section 18.7 as eligible for review only at the three-year and six-year reviews, any other part of the CPAP is eligible for review during the six-month CPAP review. After the Commission considers such changes through the six-month process, it shall

determine what set of changes should be embodied in an amended SGAT that Qwest will file in order to effectuate these changes.

18.6.1 If, pursuant to Section 8.2, a PID continues to trigger a payment escalation for six months or more, that PID shall automatically be reviewed during a six-month review pursuant to this Section, in order to determine if there are issues with that PID, such as poor definition, that need to be addressed. In order to minimize this likelihood, the sound practice for introducing PIDs is to work through a collaborative forum before bringing a proposed PID addition or change to the Commission. The preferred approach is to introduce new PIDs as diagnostic measures, allowing for some reporting of actual data before determining the relevant standard and appropriate penalties.

18.7 Parties may suggest more fundamental changes to the CPAP; but, unless the suggestion is highly exigent, the suggestion shall either be declined or deferred until the three-year review. The following areas of the CPAP will be eligible for change only at the three-year and six-year reviews:

- (1) The statistical methodology (Sections 4.0, 5.0 and 6.0) except for additions to the variance tables for new Tier 1A measures;
- (2) The payment caps (Sections 11.0 and 18.8);
- (3) The duration of the CPAP (Section 18.11);
- (4) The payment regime structure (Sections 2.0, 7.0, 8.0, 9.0, 10.1, 10.2, 10.3, and 10.4) except for the addition of payment amounts for new Tier 2 measures and of payment amounts for violations of change management requirements;
- (5) The legal operation of the CPAP (Sections 15.0 and 16.0);
- (6) The Independent Monitor (Section 17.0) with the exception of assignment of the Independent Monitor function to an Administrative Law Judge;
- (7) Any proposal that does not relate directly to measuring and/or providing payments for non-discriminatory wholesale performance.

18.7.1 If, at the conclusion of a six-month CPAP review, the Commission orders a change in any areas identified in Section 18.7 without Qwest's consent, the Commission decision shall be stayed automatically during the course of any judicial challenge up to issuance of a final non-appealable order on the merits. This provision shall not apply if there is no judicial challenge.

18.8 Qwest shall calculate separately, payments owed under the CPAP that do not include changes made at the six-month review ("baseline CPAP") and payments owed under a CPAP revised to reflect changes made at the six-month review ("revised CPAP"). If payments calculated under the revised CPAP are more than 110% of payments calculated under the baseline CPAP, Qwest shall limit payments to the affected CLECs and to the Special Fund to a 10% increase ("10% collar") above the total baseline CPAP payment liability. Any CLEC affected by this limitation of payments shall be eligible for payments above the 10% collar from the Special

Fund. If the Special Fund does not contain sufficient funds to provide such payments to CLECs, Qwest shall make up the difference. Any funds that Qwest provides to make up the difference will be offset against Qwest's future Special Fund liabilities. At any six-month review, if the total payment liability for the revised CPAP is below 110% of the total payment liability for the baseline CPAP for the preceding six month period, the revised CPAP shall become the baseline CPAP for the next six month period, otherwise, the same baseline CPAP shall remain in effect for the next six month period.

18.9 If Qwest or CLEC wishes to modify a PID outside of the six-month review process and before the Three-Year Review set forth in the CPAP, the change must be approved by the Independent Monitor and then also approved by the Commission.

18.10 Thirty (30) months after the effective date of the CPAP, the Commission shall initiate a comprehensive review of the CPAP (the "Three-Year Review") with the assistance of an outside, independent expert. Such expert shall be paid from the Special Fund. When there are insufficient funds in the Special Fund for this purpose, Qwest shall advance the funds. The Three-Year Review shall:

- (1) Seek to refine the payment amounts by developing an evidentiary basis for the harm associated with particular non-conforming wholesale performance and to adjust the CPAP's payment amounts accordingly. Such evidence shall be the only basis for making upward or downward adjustments to the CPAP's payment amounts during the three-year review.
- (2) Evaluate whether there are available economical alternatives to Qwest's wholesale service offerings and whether such alternatives provide competitors with a meaningful opportunity to compete. This process shall thus consider the rationale for removing measures (or submeasures) both based on Qwest's demonstration of its ability to deliver reliable wholesale performance in certain areas and/or the fact that Qwest's critical role in the market as a provider of key wholesale inputs is dissipating to the extent that the Commission can lift performance assurance requirements (either on a measure or submeasure basis).
- (3) Focus on whether some areas -- disaggregated by either product type or geographic area -- no longer need to be measured and/or subject to payments for non-conforming wholesale performance.
- (4) Evaluate whether the revision process should take place at a semi-annual, annual, or other interval.

At the three-year review, the Commission cannot require Qwest, under the authority granted to it under the CPAP, to undertake any new obligations. At the Three-Year Review, if it chooses to do so, the Commission may order changes in the CPAP. The Commission decision shall be effected according to its terms unless stayed by action of the Commission or by action of a court of competent jurisdiction.

18.11 Except as provided in this Section, this CPAP will expire six years from its effective date. Only Tier 1A submeasures and payments will continue beyond six years, and these Tier 1A submeasures and payments shall continue until the Commission orders otherwise. Five and one-half years after the CPAP's effective date, a review shall be conducted with the objective of phasing-out the CPAP entirely. This review shall focus on ensuring that phase-out of the CPAP is indeed appropriate at that time, and on identifying any submeasures in addition to the Tier 1A submeasures that should continue as part of the CPAP.

19.0 Voluntary Performance Assurance Plan

19.1 This CPAP represents Qwest's voluntary offer to provide performance assurance.

APPENDIX A

This appendix lists the submeasures to be included within the Performance Assurance Plan, classified either under Tier 1A, Tier 1B, Tier 1C or Tier 2. All submeasures not otherwise so designated rely on, and incorporate by reference, the Performance Indicator Definitions (PIDs) developed and approved by the Regional Oversight Committee's (ROC) Technical Advisory Group (TAG). For Tier 1A submeasures, the average performance Qwest gives a CLEC in the current month shall be compared to the average of prior six months retail performance subject to a "variance factor" (see Section 6.1, Table 2). In areas where this document suggests a standard that is in dispute (both procedurally and substantively) as part of the Commission's Section 271 review (namely, the standards for collocation, TBD1 (premature disconnects), subloops, conditioned loops and line sharing and line splitting), the standard listed herein is meant as a default standard that would give way in the event that the Commission adopts a different one.

TIER 1A

INTERCONNECTION

Trunk Blocking

NI-1A	<i>LIS Trunks to Qwest Tandem Offices (Percent)</i>
NI-1B	<i>LIS Trunks to Qwest End Offices (Percent)</i>

Provisioning

For LIS Trunks:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

Maintenance and Repair

For LIS Trunks:

MR-5A	<i>All Troubles Cleared within 4 Hours (Percent)</i>
MR-5B	<i>All Troubles Cleared within 4 Hours (Percent)</i>

¹ Submeasures for OP-4 are included with OP-6 as "families" OP-4A with (OP-6A-1 & OP-6B-1 combined); OP-4B with (OP-6A-2 & OP-6B-2 combined); OP-4C with (OP-6A-3 & OP-6B-3 combined); OP-4D with (OP-6A-4 & OP-6B-4 combined); and OP-4E with (OP-6A-5 & OP-6B-5 combined). Submeasures within each family share a single payment opportunity with only the submeasure (OP-4 or OP-6A & OP-6B combined) with the highest payment being paid.

MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

SWITCHING CUSTOMERS

For Unbundled Loops:

OP-13A	Analog	<i>Coordinated Cuts on Time (Percent)</i>
OP-13A	All Other	<i>Coordinated Cuts on Time (Percent)</i>
OP-7		<i>Coordinated Hot Cut Interval (Percent)</i>
OP-8B		<i>Number Portability Timeliness (Hours:Minutes)</i>
OP-8C		<i>Number Portability Timeliness (Hours:Minutes)</i>
NP-1A		<i>NXX Code Activation (Percent)</i>
OP-17		<i>Timeliness of Disconnects associated with LNP Orders (Percent)</i>
MR-11		<i>LNP Trouble Reports Cleared within 24 Hours (Percent)</i>
MR-12		<i>LNP Trouble Reports-Mean Time to Restore (Hours:Minutes)</i>

OP-13A would not be subject to a severity measurement as part of the Tier 1X calculation. Instead, OP-7 (Coordinated Hot Cut – Unbundled Loop), which will be reconfigured to measure the out-of-service time for a coordinated hot cut, which provide the following particularized severity function:

<u>Hrs Out of Service</u>	<u>Payment</u>
1-1.99	\$225
2-2.99	\$450
3-3.99	\$675
4-4.99	\$800
5+	\$1025

COLLOCATION

Collocation is measured on (1) whether the feasibility studies are completed on time (e.g., within 10 days); (2) whether the installation commitment is met; (3) how many days late is particular feasibility study; and (4) how many days is a particular installation of the requested space. The applicable standard for making collocation space available shall be the CLEC’s interconnection agreement, the Commission standard, or the FCC regulation, whichever is applicable. For addressing these issues, the relevant calculations and the associated payments shall be:

<u>Days Late for Feasibility Study</u>	<u>Payment</u>	<u>Days Late For Installation</u>	<u>Payment</u>
1-10	\$45	1-10	\$150
11-20	\$90	11-20	\$300
21-30	\$135	21-30	\$450
31-40	\$180	31-40	\$600
40+	\$300	40+	\$1000

ACCESS TO LOCAL LOOPS

Pre-Order

For Unbundled Loops:

PO-5A-1(b)	IMA Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5A-2(b)	EDI Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-1(b)	IMA Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-2(b)	EDI Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5C-(b)	Fax Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-9B		<i>Timely Jeopardy Notices (Percent)</i>

Provisioning

For Unbundled Analog Loops:

OP-3A	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3B	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3C	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3D	designed	<i>Installation Commitments Met (Percent)</i>
OP-3E	designed	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4B ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4C ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4D ¹	designed	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-4E ¹	designed	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-5		<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled Non-Loaded Loops (2-wire):

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled Non-Loaded Loops (4-wire):

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled DS1-Capable Loops:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled ISDN-Capable Loops:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled ADSL-Qualified Loops:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled Loops of DS3 and Higher:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>

OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Sub-Loop Unbundling:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>

Sub-loops – because sub-loops track loops in all other respects (e.g., have three different intervals in Qwest’s Standard Interval Guides depending on the number of sub-loops in an order), OP-3 and OP-4 for this submeasure shall track the approach taken for loops. In particular, the relevant interval (5 days for 1-8 subloops in an order; 6 days for 9-16 in an order; and 7 days for 17+) shall be the standard for OP-3 (i.e., the relevant interval must be met 90% of the time) and the intermediate standard – i.e., 6 days – shall be the relevant interval for OP-4.

For Unbundled Loop Conditioning:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D	<i>Installation Interval (Average Days)</i>
OP-4E	<i>Installation Interval (Average Days)</i>

Conditioned loops (i.e., accounting for the additional time necessary to “condition” a previously unconditioned loop to make it DSL ready) – the interval, as envisioned by Qwest, is 15 days, which represents the target date for installing the product. Thus, OP-3 shall require that 90% of conditioned loops be installed within the interval, unless a dispatch to the location is necessary. As for OP-4, the relevant installation interval shall be set at 16.5 days, which reflects the recognition that 10% of the conditioned loops will not be installed within 15 days, so that the relevant interval should be marginally greater than the interval.

For Line Sharing/Line Splitting:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>

Line sharing/Line splitting together –the interval for line sharing and line splitting, which shall be measured on an aggregate basis, is 3 days. Thus, OP-3 shall be that 90% of such loops shall be installed with 3 days. As for OP-4, the relevant installation interval shall be set at 3.3 days, which reflects the recognition 10% of such loops will not be installed within 3 days, so that the relevant interval should be marginally greater than the interval.

Maintenance and Repair

For Unbundled Analog Loops:

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Unbundled Non-loaded Loops (2-wire):

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Unbundled Non-loaded Loops (4-wire):

MR-5A	<i>All Troubles Cleared within 4 Hours (Percent)</i>
MR-5B	<i>All Troubles Cleared within 4 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Unbundled DS1-Capable Loops:

MR-5A	<i>All Troubles Cleared within 4 Hours (Percent)</i>
MR-5B	<i>All Troubles Cleared within 4 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Unbundled ISDN-Capable Loops:

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>

MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Unbundled ADSL-Qualified Loops:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Unbundled Loops of DS3 and Higher:

MR-5A *All Troubles Cleared within 4 Hours (Percent)*
MR-5B *All Troubles Cleared within 4 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Sub-Loop Unbundling:

MR-3A *All Troubles Cleared within 24 Hours (Percent)*
MR-3B *All Troubles Cleared within 24 Hours (Percent)*
MR-3C *All Troubles Cleared within 24 Hours (Percent)*
MR-6A *Mean Time to Restore (Hours:Minutes)*
MR-6B *Mean Time to Restore (Hours:Minutes)*
MR-6C *Mean Time to Restore (Hours:Minutes)*
MR-7A *Repair Repeat Report Rate (Percent)*
MR-7B *Repair Repeat Report Rate (Percent)*
MR-7C *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For the MR-3, MR-6, MR-7, and MR-8 measures, the relevant analog product shall be ISDN-BRI.

For Line Sharing/Line Splitting:

MR-3A *All Troubles Cleared within 24 Hours (Percent)*
MR-3B *All Troubles Cleared within 24 Hours (Percent)*
MR-3C *All Troubles Cleared within 24 Hours (Percent)*
MR-6A *Mean Time to Restore (Hours:Minutes)*
MR-6B *Mean Time to Restore (Hours:Minutes)*
MR-6C *Mean Time to Restore (Hours:Minutes)*
MR-7A *Repair Repeat Report Rate (Percent)*
MR-7B *Repair Repeat Report Rate (Percent)*
MR-7C *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For the MR-3, MR-6, MR-7, and MR-8 measures, the relevant analog product shall be Qwest's DSL service, which is also provisioned and treated on a line shared basis.

TIER 1B

Pre-Order

For LSR:

PO-3A-1	IMA & rejected manually	<i>LSR Rejection Notice Interval (Hours:Minutes)</i>
PO-3B-1	EDI & rejected manually	<i>LSR Rejection Notice Interval (Hours:Minutes)</i>
PO-3C	Facsimile	<i>LSR Rejection Notice Interval (Hours:Minutes)</i>

For Resale and UNE-P:

PO-5A-1(a)	IMA Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5A-2(a)	EDI Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-1(a)	IMA Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-2(a)	EDI Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5C-(a)	Facsimile Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-8D	(POTS)	<i>Jeopardy Notice Interval (Average Days)</i>
PO-9D	(POTS)	<i>Timely Jeopardy Notices (Percent)</i>

For LNP:

PO-5A-1(c)	IMA Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5A-2(c)	EDI Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-1(c)	IMA Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-2(c)	EDI Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5C-(c)	Facsimile Manual LSRs	<i>FOCs On Time (Percent)</i>

For LIS Trunks:

PO-5D	<i>FOCs On Time (Percent)</i>
PO-8C	<i>Jeopardy Notice Interval (Average Days)</i>
PO-9C	<i>Timely Jeopardy Notices (Percent)</i>

For Billing:

PO-7A	IMA-GUI	<i>Billing Completion Notification Timeliness (Percent)</i>
PO-7B	IMA-EDI	<i>Billing Completion Notification Timeliness (Percent)</i>

For Non-Designed Services:

PO-8A	<i>Jeopardy Notice Interval (Average Days)</i>
PO-9A	<i>Timely Jeopardy Notices (Percent)</i>

For Unbundled Loops:

PO-8B	<i>Jeopardy Notice Interval (Average Days)</i>
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Provisioning

For Residential Single Line Service:

OP-3A	<i>Installation Commitments Met (Percent)</i>
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OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Business Single Line Service:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Centrex:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Centrex 21:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>

OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For PBX Trunks:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Basic ISDN:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>

OP-5 *New Service Installation without Trouble Reports (Percent)*

For UNE-P (POTS):

OP-3A *Installation Commitments Met (Percent)*
OP-3B *Installation Commitments Met (Percent)*
OP-3C *Installation Commitments Met (Percent)*
OP-4A¹ *Installation Interval (Average Days)*
OP-6A-1¹ *Delayed Days (Average Days)*
OP-6B-1¹ *Delayed Days (Average Days)*
OP-4B¹ *Installation Interval (Average Days)*
OP-6A-2¹ *Delayed Days (Average Days)*
OP-6B-2¹ *Delayed Days (Average Days)*
OP-4C¹ *Installation Interval (Average Days)*
OP-6A-3¹ *Delayed Days (Average Days)*
OP-6B-3¹ *Delayed Days (Average Days)*
OP-5 *New Service Installation without Trouble Reports (Percent)*

For Qwest DSL:

OP-3A *Installation Commitments Met (Percent)*
OP-3B *Installation Commitments Met (Percent)*
OP-3C *Installation Commitments Met (Percent)*
OP-3D *Installation Commitments Met (Percent)*
OP-3E *Installation Commitments Met (Percent)*
OP-4A¹ *Installation Interval (Average Days)*
OP-6A-1¹ *Delayed Days (Average Days)*
OP-6B-1¹ *Delayed Days (Average Days)*
OP-4B¹ *Installation Interval (Average Days)*
OP-6A-2¹ *Delayed Days (Average Days)*
OP-6B-2¹ *Delayed Days (Average Days)*
OP-4C¹ *Installation Interval (Average Days)*
OP-6A-3¹ *Delayed Days (Average Days)*
OP-6B-3¹ *Delayed Days (Average Days)*
OP-4D¹ *Installation Interval (Average Days)*
OP-6A-4¹ *Delayed Days (Average Days)*
OP-6B-4¹ *Delayed Days (Average Days)*
OP-4E¹ *Installation Interval (Average Days)*
OP-6A-5¹ *Delayed Days (Average Days)*
OP-6B-5¹ *Delayed Days (Average Days)*
OP-5 *New Service Installation without Trouble Reports (Percent)*

For Primary ISDN:

OP-3A *Installation Commitments Met (Percent)*
OP-3B *Installation Commitments Met (Percent)*
OP-3C *Installation Commitments Met (Percent)*
OP-3D *Installation Commitments Met (Percent)*
OP-3E *Installation Commitments Met (Percent)*
OP-4A¹ *Installation Interval (Average Days)*
OP-6A-1¹ *Delayed Days (Average Days)*
OP-6B-1¹ *Delayed Days (Average Days)*
OP-4B¹ *Installation Interval (Average Days)*
OP-6A-2¹ *Delayed Days (Average Days)*

OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For DS0:

OP-3A	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3B	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3C	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3D	designed	<i>Installation Commitments Met (Percent)</i>
OP-3E	designed	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4B ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4C ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4D ¹	designed	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-4E ¹	designed	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-5		<i>New Service Installation without Trouble Reports (Percent)</i>

For DS1:

OP-3D		<i>Installation Commitments Met (Percent)</i>
OP-3E		<i>Installation Commitments Met (Percent)</i>
OP-4D ¹		<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹		<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹		<i>Delayed Days (Average Days)</i>
OP-4E ¹		<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹		<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹		<i>Delayed Days (Average Days)</i>
OP-5		<i>New Service Installation without Trouble Reports (Percent)</i>

For DS3 and Higher:

OP-3D		<i>Installation Commitments Met (Percent)</i>
OP-3E		<i>Installation Commitments Met (Percent)</i>
OP-4D ¹		<i>Installation Interval (Average Days)</i>

OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Frame Relay:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For UDIT – DS1 Level:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For UDIT – Above DS1 Level:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For E911/911 Trunks:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

Maintenance and Repair

For Residential Single Line Service:

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>
MR-7C	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Business Single Line Service:

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>
MR-7C	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Centrex:

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>
MR-7C	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Centrex 21:

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>
MR-7C	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For PBX Trunks:

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>
MR-7C	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Basic ISDN:

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>
MR-7C	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For UNE-P (POTS):

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>
MR-7C	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Qwest DSL:

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Primary ISDN:

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>

MR-8 *Trouble Rate (Percent)*

For DS0:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For DS1:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For DS3 and Higher:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Frame Relay:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For UDIT – DS1 Level:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For UDIT – Above DS1 Level:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*

MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For E911/911 Trunks:

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

TIER 1C

Billing

BI-1A	<i>Time to Provide Recorded Usage Records (Average Days)</i>
BI-1B	<i>Time to Provide Recorded Usage Records (Percent)</i>
BI-3A	<i>Billing Accuracy – Adjustments for Errors (Percent)</i>
BI-3B	<i>Billing Accuracy – Adjustments for Errors (Percent)</i>
BI-4A	<i>Billing Completeness (Percent)</i>
BI-4B	<i>Billing Completeness (Percent)</i>

Each billing measure (BI-1A/BI-1B; BI-3A/BI-3B; and BI-4A/BI-4B) will be subject to a per measure cap of a base payment of \$5,000 per month, subject to a maximum escalation of \$30,000 per measure.

TIER 2

Continuing Non-Conforming Performance

See Section 10.3.

Work Completion Timeliness

PO-6	<i>Work Completion Notification Timeliness (Hours:Minutes)</i>
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This measure shall be on a Tier 2 basis (measuring aggregate performance to all CLECs) and shall be calculated as follows:

<u>Performance</u>	<u>Monthly Payment</u>
1-1.49 hrs	\$10,000
1.5-1.99 hrs	\$15,000
2-2.49 hrs	\$20,000
2.5-2.99 hrs	\$25,000
3-3.49 hrs	\$30,000
3.5-3.99 hrs	\$35,000
4-4.49 hrs	\$40,000
4.5-4.99	\$45,000
5+	\$50,000

Regionwide Wholesale Support Systems

The following submeasures, which relate to the quality of Qwest's computer systems and call centers, are recorded only on a regionwide (14 state) basis:

GA-1A Appointment Scheduler	<i>Gateway Availability – IMA-GUI (Percent)</i>
GA-1B Fetch-N-Stuff	<i>Gateway Availability – IMA-GUI (Percent)</i>
GA-1C Data Arbiter	<i>Gateway Availability – IMA-GUI (Percent)</i>
GA-2	<i>Gateway Availability – IMA-EDI (Percent)</i>
GA-3	<i>Gateway Availability – EB-TA (Percent)</i>
GA-4	<i>Gateway Availability – EXACT (Percent)</i>
GA-6	<i>Gateway Availability – GUI – Repair (Percent)</i>
PO-1A-1	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-1	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-2	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-2	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-3	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-3	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-4	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-4	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-5	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-5	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-6	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-6	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-7	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-7	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-8	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-8	<i>Pre-Order/Order Response Times(Seconds)</i>
OP-2	<i>Calls Answered within Twenty Seconds – Interconnect Provisioning Center (Percent)</i>
MR-2	<i>Calls Answered within Twenty Seconds – Interconnect Repair Center (Percent)</i>

PO-1A and PO-1B shall have their transaction types aggregated together.

For Colorado, Qwest shall make a Tier-2 payments based upon monthly performance results according to the following schedule. (On this measure, the total payment, for all 14 Qwest states, shall actually be a multiple of the one noted below.)

<u>Measure</u>	<u>Performance</u>	<u>Payment</u>
GA-1,GA-2,	1% or lower	\$1,000
GA-3,GA-4	>1% to 3%	\$10,000
GA-6	>3% to 5%	\$20,000
	> 5%	\$30,000
PO-1	2 sec or less	\$1,000
	>2 sec to 5 sec	\$5,000
	>5 sec to 10 sec	\$10,000
	> 10 sec	\$15,000
OP-2/MR-2	1% or less	\$1,000

>1% to 3%	\$5,000
>3% to 5%	\$10,000
>5%	\$15,000

Handling of Local Service Requests

PO-10 *LSR Accountability (Percent)*

<u>Performance</u>	<u>Payment</u>
99-99.5	\$10,000
98.5-98.99	\$20,000
98-98.49	\$30,000
97.5-97.99	\$40,000
97-97.49	\$50,000
96.5-96.99	\$60,000
96-96.49	\$70,000
95.5-95.99	\$80,000
95-95.49	\$90,000
below 95%	\$100,000

If the PO-10 measure at the end of any month dips below 95%, the Commission may commence a proceeding to determine whether the problem is being remedied and to determine whether any other action is appropriate.

Electronic Flow Through Rates

For Resale:

PO-2A-1	IMA Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2A-2	GUI Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-1	IMA Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-2	GUI Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>

For Unbundled Loops:

PO-2A-1	IMA Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2A-2	GUI Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-1	IMA Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-2	GUI Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>

For LNP:

PO-2A-1	IMA Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2A-2	GUI Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-1	IMA Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-2	GUI Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>

For UNE-P (POTS):

PO-2A-1	IMA Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2A-2	GUI Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-1	IMA Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-2	GUI Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>

Qwest shall be required to meet a standard for either eligible flow-through (PO-2B-1 & PO-2B-2 aggregated) or actual flow-through (PO-2A-1 & PO-2A-2 aggregated). If Qwest misses the standard for both PO-2B and PO-2A, it shall pay payments on the measure in which it performed closer to the relevant standard.

The following table sets out the relevant standard for measuring acceptable levels of actual flow-through (PO-2A) and flow-through eligible orders (PO-2B).

Flow-through Orders (PO-2A)	January <u>2002</u>	July <u>2002</u>	January <u>2003</u>	July <u>2003</u>
Resale	70%	80%	85%	85%
Unbundled Loops	50%	60%	70%	75%
LNP	70%	80%	85%	85%
UNE-P (POTS)	50%	65%	80%	85%

Flow-through Eligible Orders (PO-2B)	January <u>2002</u>	July <u>2002</u>	January <u>2003</u>	July <u>2003</u>
Resale	80%	90%	95%	95%
Unbundled Loops	60%	70%	80%	85%
LNP	80%	90%	95%	95%
UNE-P (POTS)	60%	75%	90%	95%

The relevant payment shall be computed on a quarterly basis and shall take the performance on the better of the eligible flow through orders (PO-2B) or actual orders to flow through (PO-2A) and apply a \$75,000 payment for each 2.5% that the relevant measurement differs from the standard. This payment shall not exceed \$600,000 per submeasure (resale, unbundled loop, LNP, UNEP). By way of illustration, the payment table for eligible flow through orders for resale for beginning January, 2002 is:

Resale:	77.5%-79.99%	\$ 75,000
	75.0%-77.49%	\$150,000
	72.5%-74.99%	\$225,000
	70.0%-72.49%	\$300,000
	67.5%-69.99%	\$375,000
	65.0%-57.49%	\$450,000
	62.5%-64.99%	\$525,000
	below 62.49%	\$600,000

Change Management Requirements

PO-16 *Release Notification on Time (Calendar Days)*

For failing to notify competitors of the first announcement on time, Qwest shall pay a payment of \$200/per day. For failing to notify competitors of subsequent release dates (i.e., the final requirements and final release notes), Qwest shall pay a payment of \$50/day.

GA-7 *Timely Outage Resolution following Software Releases (Percent)*

Failure to resolve software outages within 48 hours shall result in a \$100,000 payment by Qwest for each additional 48 hours out of service.

PO-18(CPAP) *Interface Versions Availability (Percent)*

A failure to reinstate a pulled version that had not been available for 6 months within 24 hours shall result in a \$50,000 payment, with half of the payment going to the CLEC who brings the complaint and the other half going into the Special Fund.

APPENDIX B

**(PERFORMANCE INDICATOR DEFINITIONS – TO BE SUPPLIED BY
QWEST)**

COLORADO PERFORMANCE ASSURANCE PLAN RECOMMENDED SGAT LANGUAGE

(Redline Changes to Attachment A of Decision No. R01-1142-I)

1.0 Introduction

1.1 As set forth in this Agreement, Qwest and CLEC voluntarily agree to the terms of the following Colorado Performance Assurance Plan (“CPAP” or “Plan”), prepared in conjunction with Qwest’s application for approval under Section 271 of the Telecommunications Act of 1996 (the “Act”) to offer in-region, interLATA service.

2.0 Plan Structure

2.1 The CPAP is a tiered remedy plan. Qwest shall be subject to self-executing payments to CLEC for Tier 1 submeasures, identified in Appendix A, which generate both Tier 1X and 50% of Tier 1Y payments (described in Sections 7.0 and 8.0). Qwest shall be subject to self-executing payments to the Tier 2 Special Fund for the following: (1) Tier 2 submeasures (identified in Appendix A), (2) ~~50% of~~ Tier 1Y payments not owed to the CLEC (described in Section 8.3), and (3) payments for missing Tier 1A or Tier 1B submeasures by more than 50% (described in Section 10.3).

3.0 Performance Measurements

3.1 The performance standards for each measure and submeasure are identified in Appendix A. This Appendix A places the Performance Indicator Definitions (“PIDs”) in Tier 1A, Tier 1B, Tier 1C or Tier 2.

4.0 Statistical Methodology

4.1 Qwest will be in conformance with Tier 1A, Tier 1B, Tier 1C and Tier 2 benchmark submeasures when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark, if a lower value means better performance.

4.2 For Tier 1B and Tier 1C parity submeasures, Qwest uses a statistical test, namely the “Modified z-test,” for evaluating the difference between two means (*i.e.*, Qwest and CLEC service or repair intervals) or two percentages (*e.g.*, Qwest and CLEC proportions) to determine whether a parity condition exists between the results for Qwest and CLEC. For the purpose of this Section, the Qwest results will be the Qwest monthly retail results as specified in the PIDs filed with the CPAP as approved by the Colorado Public Utilities Commission (“Commission”). The modified z-test shall be applicable if the CLEC sample size is greater than or equal to 30 for a given

submeasure. For testing submeasures for which the sample size is less than 30, Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC results.

The formula for determining parity using the z-test is:

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

Where:

$$\text{DIFF} = M_{\text{Qwest}} - M_{\text{CLEC}}$$

$$M_{\text{QWEST}} = \text{Qwest average or proportion}$$

$$M_{\text{CLEC}} = \text{CLEC average or proportion}$$

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

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

$$n_{\text{Qwest}} = \text{number of observations or samples used in Qwest submeasure}$$

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

In calculating the difference between Qwest and CLEC performance, the above formula applies when a larger Qwest value indicates a better level of performance. In cases where a smaller Qwest value indicates a higher level of performance, the order is reversed, *i.e.*, $M_{\text{CLEC}} - M_{\text{QWEST}}$.

4.3 For parity submeasures where the number of data points is less than 30, Qwest will apply a permutation test to test for statistical significance. Permutation analysis will be applied to calculate the z statistic using the following logic:

Calculate the z statistic for the actual arrangement of the data

Pool and mix the CLEC and Qwest data sets

Perform the following 1000 times:

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 Qwest data set or n_{QWEST} .

Compute and store the z-test score (Z_S) for this sample.

Count the number of times the z statistic for a permutation of the randomly subdivided data is greater than the actual z statistic.

Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples.

If the fraction is greater than α (alpha), the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. Alpha = 0.05. For individual month testing for performance measurements involving LIS trunks and DS-1 and DS-3 that are Unbundled Dedicated Interoffice Transport, Resale, or Unbundled Loops (performance measurements: OP-3D/E, OP-4D/E, OP-5, OP-6-4/5, MR-5A/B, MR-7D/E, and MR-8) with sample sizes of 1-10, alpha = 0.15. When performance submeasures disaggregate to zone 1 and zone 2, the CLEC volumes in both zones shall be combined for purposes of statistical testing.

5.0 Critical Z-Value

5.1 The following table shall be used to determine the Critical z-value for Tier 1B and Tier 1C parity submeasures when the CLEC sample size is greater than or equal to 30. It is based on the monthly business volume of the CLEC for the particular performance submeasures for which statistical testing is being performed.

TABLE 1: CRITICAL Z-VALUE

CLEC volume (Sample size)	Critical Z-Value
30-150	1.645
151-300	2.0
301-600	2.7
601-3000	3.7
3001 and above	4.3

~~Where performance submeasures disaggregate to zone 1 and zone 2, the CLEC volumes in both zones shall be combined for purposes of statistical testing.~~

5.2 When the CLEC sample size is greater than or equal to 30, Qwest's performance to a CLEC for a Tier 1B or Tier 1C parity submeasure will be considered conforming in a month when the z-score calculated pursuant to Section 4.2 is equal to or less than the appropriate critical z-value identified in Section 5.1, Table 1.

6.0 Tier 1A Parity Calculations

6.1 For Tier 1A, which includes the measures that are most critical and most likely to be relied on most heavily by smaller competitors, the average performance Qwest gives a CLEC in the current month shall be compared to the average of prior six months retail performance, subject to a variance factor (standard performance). The average retail performance over the prior six months shall be calculated by summing the six individual monthly numerator values and dividing that amount by the sum of the six individual monthly denominator values. The variance factor shall modify that standard average according to the variance table listed below in Table 2. This table

captures the variability of the data and seeks to minimize the impact of smaller sample sizes on the ultimate calculation.

TABLE 2: VARIANCE FACTORS

CLEC volumes	OP-3 LIS	OP-3 UBL¹	OP-4 LIS	OP-4 UBL¹	OP-6 LIS	OP-6UBL	OP-5	NP-1⁵
1-5	24 25	48 25	45 18	40 14	20-24	20 28	<u>20</u>	
6-15	47 18	45.5 18	44 12	35 10	16	46 18	<u>12</u>	
16-22	16	14	9	8	15	15	<u>10</u>	
23-30	15	13	8	7	14	14	<u>9</u>	
31-40	13	11	7	7	12	12	<u>8</u>	
41-60	11	9	6	6	10	10	<u>7</u>	
61-90	9	7	5	6	8	8	<u>6</u>	
91-150	5	5	4	5	6	6	<u>5</u>	
151-300	5	4	3	4	4	4	<u>4</u>	
301-500	4	3	2	3	3	3	<u>3</u>	
501-1000	3	2	2	2	2	2	<u>2</u>	
1001-1500	2	1	1	1	1	1	<u>1</u>	
1501-2000	1	0.5	0.5	0.5	0.5	0.5	<u>.5</u>	
2000+	0	0	0	0	0	0	<u>0</u>	
Measure Type	%	%	Days	Days	Days	Days	<u>%</u>	
Modification	Subtract	Subtract	Add	Add	Add	Add	Subtract	
CLEC volumes	MR5-LIS	MR5-UBL²	MR6-LIS	MR-6-UBL	MR7³	MR-8³	PO-9b	NI-1⁴
1-5	48-22	20-28	480 220	300-500	20 28	20 28	44 20	0.64
6-15	16	46 18	180	240-300	46 18	46 18	12	0.64
16-22	15	15	150	220	15	15	10	0.64
23-30	14	14	130	200	14	14	9	0.64
31-40	13	12	110	160	12	12	8	0.64
41-60	11	10	90	150	10	10	7	0.64
61-90	9	8	70	140	8	8	6	0.53
91-150	7	6	60	130	6	6	5	0.42
151-300	5	4	50	120	4	4	4	0.31
301-500	4	3	40	110	3	3	3	0.23
501-1000	3	2	30	100	2	2	2	0.17
1001-1500	2	1	20	50	1	1	1	0.11
1501-2000	1	0.5	10	25	0.5	0.5	0.5	0.05
2000+	0	0	0	0	0	0	0	0
Measure Type	%	%	Mins	Mins	%	%	%	%
Modification	Subtract	Subtract	Add	Add	Add	Add	Subtract	Add
CLEC volumes	OP-5 L/S	OP-6 L/S	MR-3 L/S	MR-6 L/S	MR-7 L/S	MR-11	MR-12	
<u>1-5</u>	<u>22</u>	<u>12</u>	<u>22</u>	<u>500</u>	<u>25</u>	<u>16</u>	<u>600</u>	

<u>6-15</u>	<u>17</u>	<u>6</u>	<u>12</u>	<u>400</u>	<u>18</u>	<u>9</u>	<u>300</u>
<u>16-22</u>	<u>13</u>	<u>5</u>	<u>9</u>	<u>300</u>	<u>14</u>	<u>7</u>	<u>250</u>
<u>23-30</u>	<u>11</u>	<u>4</u>	<u>8</u>	<u>250</u>	<u>12</u>	<u>6</u>	<u>200</u>
<u>31-40</u>	<u>10</u>	<u>3</u>	<u>6</u>	<u>200</u>	<u>10</u>	<u>5</u>	<u>175</u>
<u>41-60</u>	<u>8</u>	<u>3</u>	<u>5</u>	<u>175</u>	<u>8</u>	<u>4</u>	<u>150</u>
<u>61-90</u>	<u>7</u>	<u>2</u>	<u>4</u>	<u>150</u>	<u>7</u>	<u>3</u>	<u>125</u>
<u>91-150</u>	<u>5</u>	<u>2</u>	<u>4</u>	<u>125</u>	<u>5</u>	<u>2</u>	<u>100</u>
<u>151-300</u>	<u>4</u>	<u>1</u>	<u>3</u>	<u>120</u>	<u>4</u>	<u>2</u>	<u>75</u>
<u>301-500</u>	<u>3</u>	<u>1</u>	<u>2</u>	<u>90</u>	<u>3</u>	<u>1.5</u>	<u>50</u>
<u>501-1000</u>	<u>2</u>	<u>.7</u>	<u>1.5</u>	<u>60</u>	<u>2</u>	<u>1</u>	<u>40</u>
<u>1001-1500</u>	<u>1.5</u>	<u>.6</u>	<u>1</u>	<u>30</u>	<u>1.5</u>	<u>.75</u>	<u>25</u>
<u>1501-2000</u>	<u>1.25</u>	<u>.5</u>	<u>.75</u>	<u>25</u>	<u>1.25</u>	<u>.5</u>	<u>15</u>
<u>2000+</u>	<u>1</u>	<u>.25</u>	<u>.5</u>	<u>20</u>	<u>1</u>	<u>0</u>	<u>0</u>

<u>Measure Type</u>	<u>%</u>	<u>Days</u>	<u>%</u>	<u>Mins</u>	<u>%</u>	<u>%</u>	<u>Mins</u>
<u>Modification</u>	<u>Add</u>	<u>Add</u>	<u>Subtract</u>	<u>Add</u>	<u>Add</u>	<u>Subtract</u>	<u>Add</u>

¹ Except Analog, 2-wire non-loaded, and ADSL qualified loops.

² MR-5 UBL’s variance table also applies for MR3-UBL calculations.

³ MR-7 & 8’s column applies both for LIS trunks and Unbundled Loops (UBL)

⁴ On NI-1, the variance table only applies in instances where the parity comparison applies – *i.e.*, Qwest’s blocking rates exceed 1%, as the appropriate comparison for that measurements is the retail analog or a 1% standard, whichever is higher.

⁵ The first failure will not result in any penalty. Each subsequent failure will constitute a “miss” for purposes of triggering a payment.

6.2 For any Tier 1A benchmark performance submeasure where the CLEC volume is ~~ten~~ 10 or below, Qwest shall be allowed to miss one occurrence before being subject to any payments for non-conforming performance. That is, if CLEC volume is ≤ 10 and the number of occurrences is ≤ 1 there is no payment made. For all Tier 1A parity performance submeasures with sample sizes of 1-30, Qwest shall calculate and report payments based upon both the Table 2 variance factors and the permutation test as set out in Section 4.3. CLEC shall receive the higher of the payment based upon variance factors or the payment based upon permutation testing.

6.3 Qwest’s performance to CLEC for a Tier 1A submeasure will be considered conforming in a month when the CLEC performance result is better than or equal to the Qwest standard performance result as defined in Section 6.1.

6.4 For any Tier 1A measure where variance factors have not been developed or where there are insufficient data to develop such factors, the relevant measures shall rely on the same statistical methodology used for Tier 1B and Tier 1C, as set forth in Sections 4.0 and 5.0 of this Plan, to determine performance results.

7.0 Tier 1X: Calculation of Payments to CLEC for Tier 1A, 1B and 1C Submeasures

7.1 Unless otherwise specified in this Section 7.0 or in Appendix A, payments to CLEC under the CPAP are to be made on a per occurrence basis. The formulas set forth below shall be used to determine the total number of occurrences upon which Qwest is required to make payments to CLEC.

For percentage submeasures, the CPAP uses the following formula:

$$\text{CLEC Occurrences} = \text{Absolute value of (CLEC result – standard)} \\ \text{multiplied by CLEC volume.}$$

For interval submeasures, the CPAP uses the following formula:

$$\text{CLEC Occurrences} = \text{Absolute value of ((CLEC result –} \\ \text{standard)/standard)} \text{ multiplied by CLEC volume.}$$

For the above formulas, for Tier 1A parity submeasures, the standard is the average of the prior six months retail performance adjusted by the relevant variance factor in Section 6.1, Table 2. For Tier 1B and Tier 1C parity submeasures, the standard is the current month retail performance, as adjusted for sample size and variance in accordance with Sections 4 and 5. For Tier 1A, Tier 1B and Tier 1C submeasures with a benchmark, the standard is the benchmark.

7.2 For interval submeasures, the number of occurrences shall not exceed the CLEC volume for the particular submeasure.

7.3 If Qwest fails to meet the applicable standard for Tier 1 submeasures, Qwest shall make a per occurrence payment to CLEC as specified in Table 3 below, unless different payment provisions for the applicable Tier 1 submeasure are set forth in Appendix A.

TABLE 3: PER OCCURRENCE PAYMENT AMOUNTS

Tier 1A	\$ 225.00
Tier 1B	\$ 75.00
Tier 1C	\$ 25.00

7.4 To account for the severity of a missed standard, the base payment shall be multiplied by the factor in Table 4 according to the following formula:

$$\text{Base Payment} = (\text{per occurrence payment}) \times (\text{occurrences}) \\ \text{Total Payment} = (\text{base payment}) \times (\text{severity multiplier})$$

The severity multiplier for each measure is obtained by calculating the difference between the CLEC result and the standard performance for that measure, and then

looking up the multiplier on Table 4. For Tier 1A, the standard performance is the average of prior six month retail performance with the variance calculation. For Tier 1B and 1C, the standard performance is the current month retail performance. For PIDs that do not have retail equivalents, the benchmark targets shall be used.

The severity penalty shall be derived from the base payment even where the monthly payment has been increased under the minimum payment rule or the additional penalty for ongoing poor performance.

TABLE 4

For Percentage measures		For Interval Measures	
Between	Multiplier	CLEC Performance*	Multiplier
0-4.99%	1	$1 < x < 2$	1.1
5%-9.99%	1.1	$2 \leq x < 3$	1.2
10-14.99%	1.2	$3 \leq x < 4$	1.3
15-19.99%	1.3	$4 \leq x < 5$	1.4
20-24.99%	1.4	$5 \leq x < 6$	1.5
25-29.99%	1.5	$6 \leq x < 7$	1.6
30-34.99%	1.6	$7 \leq x < 8$	1.7
35-39.99%	1.7	$8 \leq x < 9$	1.8
40-44.99%	1.8	$9 \leq x < 10$	1.9
45-49.99%	1.9	$10 \leq x < 11$	2.0
50-54.99%	2.0	$11 \leq x < 12$	2.1
55-59.99%	2.1	$12 \leq x < 13$	2.2
60-64.99%	2.2	$13 \leq x < 14$	2.3
65-69.99%	2.3	$14 \leq x < 15$	2.4
70-74.99%	2.4	$15 \leq x < 16$	2.5
75-79.99%	2.5	.	.
80-84.99%	2.6	.	.
85-89.99%	2.7	.	.
90-94.99%	2.8	$39 \leq x < 40$	4.9
95%-100%	2.9	40 or over	5

*calculated in days or hours, depending on measure

7.5 Geographically, all measures should only include Colorado statistics. For purposes of reporting, the data will be displayed in the most granular disaggregation possible and will be rolled up to overviews as appropriate. For purposes of minimum payments, a “measure” shall be the highest level of aggregation, i.e. PO-5, OP-4, MR-4, etc and so forth. For purposes of severity and duration penalties (Tier 1Y), a “measure” shall be at the most granular level of product reporting disaggregation, except where otherwise specified. For purposes of statistical comparison and occurrence calculation, a “measure” shall be at the most granular level of product reporting disaggregation, except where otherwise specified. If it turns out that CLECs seem to have data that are spread out over the disaggregated “sub-measures” in such a way that this approach leads to consistently small sample sizes (less than 10

in particular, but less than 30 will be considered), yet there is a way in which the samples could be effectively aggregated to create more meaningful sample sizes, then the Commission will consider aggregation during the six-month review.

8.0 Tier 1Y: Calculation of Payments

8.1 Qwest's non-conforming performance for Tier 1 submeasures shall be subject to escalating per occurrence payments. For Billing measures in Tier 1C, duration escalation is subject to a \$5,000 per measure cap in month one, increasing by a maximum of \$5,000 per month to a maximum per measure cap of \$30,000. The duration function does not include the severity factor calculated in Tier 1X when doubling (or tripling, *etc.*) the base payment.

8.2 The second continuous month of non-conforming performance for a particular submeasure will require the total per occurrence payment before severity to be multiplied by two. On the third continuous month, the total per occurrence payment before severity will be multiplied by three. The escalation will proceed along these lines until Qwest's wholesale performance meets the relevant standard. At that point (*i.e.*, on the first ~~acceptable~~ month of acceptable performance following non-conforming performance), Qwest's per occurrence payment shall "step down" to the next level. If Qwest's next month's performance does not meet the applicable standard for the same submeasure, the payment ~~will~~ remain at the stepped down level and ~~will~~ then step up again if the non-conforming performance continues the following month. Alternatively, if Qwest's performance for the submeasure continues to conform to the standard, the per occurrence payment ~~will~~ step down each month until it reaches ~~the~~ the original per occurrence payment.

8.3 For the first 12 months of escalated payments on a particular submeasure discussed in Section 8.2 above, Tier 1Y payments shall be divided between the CLEC and the Tier 2 Special Fund. Fifty percent (50%) of Tier 1Y payments shall be paid to the CLEC, and 50% of Tier 1Y payments shall be paid to the Special Fund as set forth in Section 10.4. If the escalation payments for a particular submeasure continue for more than 12 months, the escalation payments owed to the CLEC will be fixed at 50% of the 12 month level. This fixed amount will continue until Qwest's satisfactory performance for that submeasure results in Qwest paying at the 11 month level. At that point, the process in Section 8.2 will apply. All amounts in excess of the CLEC payments for month 12 will be paid to the Special Fund.

9.0 Minimum Payments to CLEC

9.1 For smaller CLECs, there is a minimum per measure payment for Tier 1A of \$600 and for Tier 1B of \$300. If the otherwise applicable payment is below this amount, the minimum payment shall apply. If the measure is one which falls into Tier 1A for some products, and Tier 1B for other products, and if any of the violations incurred that month for that measure were in Tier 1A, then the Tier 1A minimum

payment shall apply rather than the 1B payment. In ~~the case of~~ any month in which no payment is owed, the minimum payment ~~will~~ not apply.

9.2 For purposes of minimum payments, ~~the definition of a smaller CLEC shall be~~ is a CLEC one with less than or equal to 100,000 lines in service in Colorado (of whatever type – facilities-based, resale, UNE loops (including shared lines), etc. and so forth). Upon adopting the CPAP and at six month intervals after that, a CLEC must certify to the Commission, with notification to Qwest, that it should be designated as a smaller CLEC in order to benefit from the minimum payment. Any CLEC that does not certify that it is below the minimum lines in service requirement shall not be eligible for the minimum payment.

10.0 Tier 2 Payments to the Special Fund

10.1 Tier 2 performance submeasures and corresponding base payments are set forth in Appendix A.

10.2 ~~Fifty percent of the Tier 1Y payments~~ not owed to the CLEC (as described in Section 8.3) shall be considered Tier 2 payments, and ~~made~~ shall be paid to the Tier 2 Special Fund.

10.3 When an individual submeasure in either Tier 1A or Tier 1B, using CLEC aggregate results, is missed by at least 50% of the applicable standard for two or more consecutive months, Qwest shall pay to the Tier 2 Special Fund \$25,000 for each Tier 1A submeasure missed and \$8,000 for each Tier 1B submeasure missed. A Tier 1A miss shall be determined with CLEC aggregate results by comparing the method identified in Section 6.1 using the variance factors in Table 2 and the variance factors in Table 5 below.

TABLE 5: VARIANCE FACTORS (WITH ONE FREE MISS RULE)

<u>CLEC volumes</u>	<u>OP-3 LIS</u>	<u>OP-3 UBL¹</u>	<u>OP-4 LIS</u>	<u>OP-4 UBL¹</u>	<u>OP-6 LIS</u>	<u>OP-6UBL</u>
<u>1-5</u>	<u>21</u>	<u>18</u>	<u>15</u>	<u>10</u>	<u>20</u>	<u>20</u>
<u>6-15</u>	<u>17</u>	<u>15.5</u>	<u>11</u>	<u>8.5</u>	<u>16</u>	<u>16</u>
<u>16-22</u>	<u>16</u>	<u>14</u>	<u>9</u>	<u>8</u>	<u>15</u>	<u>15</u>
<u>23-30</u>	<u>15</u>	<u>13</u>	<u>8</u>	<u>7</u>	<u>14</u>	<u>14</u>
<u>31-40</u>	<u>13</u>	<u>11</u>	<u>7</u>	<u>7</u>	<u>12</u>	<u>12</u>
<u>41-60</u>	<u>11</u>	<u>9</u>	<u>6</u>	<u>6</u>	<u>10</u>	<u>10</u>
<u>61-90</u>	<u>9</u>	<u>7</u>	<u>5</u>	<u>6</u>	<u>8</u>	<u>8</u>
<u>91-150</u>	<u>5</u>	<u>5</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>6</u>
<u>151-300</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>4</u>	<u>4</u>	<u>4</u>
<u>301-500</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>
<u>501-1000</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>
<u>1001-1500</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
<u>1501-2000</u>	<u>1</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>
<u>2000+</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Measure Type	%	%	Days	Days	Days	Days		
Modification	Subtract	Subtract	Add	Add	Add	Add		
<u>CLEC volumes</u>	<u>MR5-LIS</u>	<u>MR5-UBL²</u>	<u>MR6-LIS</u>	<u>MR6-UBL</u>	<u>MR7³</u>	<u>MR-8³</u>	<u>PO-9b</u>	<u>NI-1⁴</u>
<u>1-5</u>	<u>18</u>	<u>20</u>	<u>180</u>	<u>300</u>	<u>20</u>	<u>20</u>	<u>14</u>	<u>0.64</u>
<u>6-15</u>	<u>16</u>	<u>16</u>	<u>180</u>	<u>240</u>	<u>16</u>	<u>16</u>	<u>12</u>	<u>0.64</u>
<u>16-22</u>	<u>15</u>	<u>15</u>	<u>150</u>	<u>220</u>	<u>15</u>	<u>15</u>	<u>10</u>	<u>0.64</u>
<u>23-30</u>	<u>14</u>	<u>14</u>	<u>130</u>	<u>200</u>	<u>14</u>	<u>14</u>	<u>9</u>	<u>0.64</u>
<u>31-40</u>	<u>13</u>	<u>12</u>	<u>110</u>	<u>160</u>	<u>12</u>	<u>12</u>	<u>8</u>	<u>0.64</u>
<u>41-60</u>	<u>11</u>	<u>10</u>	<u>90</u>	<u>150</u>	<u>10</u>	<u>10</u>	<u>7</u>	<u>0.64</u>
<u>61-90</u>	<u>9</u>	<u>8</u>	<u>70</u>	<u>140</u>	<u>8</u>	<u>8</u>	<u>6</u>	<u>0.53</u>
<u>91-150</u>	<u>7</u>	<u>6</u>	<u>60</u>	<u>130</u>	<u>6</u>	<u>6</u>	<u>5</u>	<u>0.42</u>
<u>151-300</u>	<u>5</u>	<u>4</u>	<u>50</u>	<u>120</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>0.31</u>
<u>301-500</u>	<u>4</u>	<u>3</u>	<u>40</u>	<u>110</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>0.23</u>
<u>501-1000</u>	<u>3</u>	<u>2</u>	<u>30</u>	<u>100</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>0.17</u>
<u>1001-1500</u>	<u>2</u>	<u>1</u>	<u>20</u>	<u>50</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0.11</u>
<u>1501-2000</u>	<u>1</u>	<u>0.5</u>	<u>10</u>	<u>25</u>	<u>0.5</u>	<u>0.5</u>	<u>0.5</u>	<u>0.05</u>
<u>2000+</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Measure Type	%	%	Mins	Mins	%	%	%	%
Modification	Subtract	Subtract	Add	Add	Add	Add	Subtract	Add

¹ Except Analog, 2-wire non-loaded, and ADSL qualified loops.

² MR-5 UBL's variance table also applies for MR3-UBL calculations.

³ MR-7 & 8's column applies both for LIS trunks and Unbundled Loops (UBL)

⁴ On NI-1, the variance table only applies in instances where the parity comparison applies – *i.e.*, Qwest's blocking rates exceed 1%, as the appropriate comparison for that measurement is the retail analog or a 1% standard, whichever is higher.

When the variance factors in Table 5 are used, for any performance submeasure where the CLEC volume is ten or below, a performance submeasure will not be considered missed for the purposes of Section 10.3 until the number of payment occurrences is >1 (the one free miss rule). If the method of determining conformance in Section 6.1 using the variance factors in Table 2 or the variance factors in Table 5 with the one free miss rule results in a conclusion of conformance, then for the purposes of Section 10.3, the performance measurement is considered met. If both methods described in this Section result in a performance measurement miss, Qwest's payment obligation, if any, in this Section shall be the lesser of the payment amounts determined using the two methods.

10.4 All Tier 2 payments (including ~~the 50% of the~~ Tier 1Y payments not owed to the CLEC, as set forth in Section 8.3), any special payments assessed by the Monitor, and the 50% share of payments for inaccurate reporting not self-corrected by Qwest) shall be paid into a sSpecial fFund that Qwest shall keep in an interest-accruing bank account ("Tier 2 Special Fund" or "Special Fund").

10.5 This Special Fund shall pay for the Independent Monitor at least until the first three-year review. When there are insufficient funds in the Special Fund for this purpose, Qwest shall advance the necessary funds.

10.6 Other potential uses for this fund include: paying a technical advisor for the Commission's CPAP Revision process; paying a consultant for the three-year review; and, if the Commission so decides, paying for additional audits of Qwest's performance measurement and reporting, and paying other administrative expenses.

10.7 Upon implementation of the CPAP, the Commission shall decide how to use the remainder of this fund. The uses shall be competitively neutral efforts in the telecommunications field that do not benefit Qwest directly.

11.0 Cap on Tier 1 and Tier 2 Payments

11.1 There shall be an annual cap of \$100 million on payments for performance under the CPAP. The cap shall apply to Tier 1X, Tier 1Y, and Tier 2 payments as explained in Section 11.3.

11.2 The following shall not count toward the annual cap: any penalties imposed by the Independent Monitor to maintain the integrity of the CPAP; any penalties imposed by the Commission; any penalties imposed directly by the CPAP for failure to report, failure to report timely, or failure to report accurately; any liquidated damages under another Interconnection Agreement; any interest payments; and any damages in an associated action.

11.3 Tier 1Y and Tier 2 penalties shall be subject to a monthly cap of 1/12 of the annual cap of \$100 million. Following is a description of how the monthly cap shall work:

If the total payments (Tier 1X, 1Y, 2) do not exceed the monthly cap, Qwest shall make all payments.

If the total payments (Tier 1X, 1Y, 2) do exceed the monthly cap, Qwest shall pay all Tier 1X payments (even if they alone exceed the monthly cap). Other than Tier 1X and payments specified in Section 11.2, Qwest shall not make payments in excess of the monthly cap. The balance in excess of the monthly cap shall roll forward and be paid when Qwest's total monthly penalties are below the monthly cap, whenever that ~~time should~~ occurs (even if that should take longer than a year).

In a month ~~when~~ in which Qwest's total payment is below the monthly cap, any deferred payments plus interest will be due, but only to the extent that the deferred payments do not cause the total monthly payment to exceed the monthly cap. In the event all Tier 1Y and Tier 2 payments cannot be made in

any month due to the monthly cap, Qwest will pay Tier 1Y payments first (up to the monthly cap) and then, from the remaining money, pay Tier 2 payments (up to the monthly cap).

The deferred payments shall be paid with interest on the relevant amount. The interest rate shall be equal to twice the Commission prescribed customer deposit rate.

If Qwest wishes to ~~pay~~ make any Tier 1Y and Tier 2 payments over and above the monthly cap in order to avoid paying interest on the deferred amount, it may do so.

11.4 If Qwest payments equal or exceed the annual cap for two years in a row or equal or exceed 1/3 of the annual cap in a combination of two consecutive months, the Commission shall have the authority to open a proceeding to request Qwest to explain the non-conforming performance and show that it did not result from Qwest's failure to avoid reasonably foreseeable risks. If the Commission concludes that Qwest failed to act in a prudent manner to avoid reasonably foreseeable consequences, the Commission may raise the cap to the amount which Qwest would have paid in the higher of the prior two years, may ask the Federal Communications Commission ("FCC") to halt Qwest's long distance marketing authority for a particular interval, may levy a fine, and/or may take other appropriate action.

12.0 Timing and Form of Payment

12.1 All Tier 1 payments to CLEC and all Tier 2 payments to the ~~Tier-2~~ Special Fund shall be made on the last business day of the month following the due date of the performance measurement report for the month for which payment is being made.

12.2 All payments shall be in cash. Qwest shall be allowed, after obtaining the individual agreement of CLEC, to make such cash payments through the use of electronic fund transfers to CLEC and the Special Fund. However, once Qwest and CLEC agree on a method of payment (i.e., wire transfer or check), Qwest shall not change the method of payment without the permission of CLEC. Qwest shall be able to offset cash payment to CLEC with a bill credit applied against any non-disputed charges that are more than 90 days past due.

12.3 Qwest shall provide monthly payment information at the same time that the performance reports are due. Monthly payment information shall include the payment calculations.

12.4 In the case of late payments, Qwest shall pay interest to CLEC and/or to the Special Fund, as applicable, calculated at twice the Commission prescribed customer deposit rate, on the amount in question. Should Qwest demonstrate to the relevant CLEC or to the Independent Monitor that it overpaid, it shall be able to deduct from

future payments any past overpayment, along with interest calculated at the Commission prescribed customer deposit rate for the amount in question.

13.0 Reporting

13.1 ~~Beginning 60 days after the Commission's adoption of this CPAP,~~ Qwest will provide the Commission and CLECs opting into the CPAP with a monthly report of Qwest's performance for the PIDs. These reports shall contain any carry-over payment amounts and calculations as well as the current month's information. Qwest will collect, analyze, and report performance data for these PID measurements. Qwest will store such data in easy-to-access electronic form for three years after they have been produced and for an additional three years in an archived format. Any failure to follow these requirements shall be treated as a violation of the CPAP integrity requirements discussed in Sections 17.5 and 17.8.

13.2 ~~Qwest shall deliver the individual monthly report to CLEC and the aggregate State report to the Commission and the Office of Consumer Counsel via email on or before the last business day of each month following the relevant performance period.~~ On or before the last business day of each month following the relevant performance period, Qwest shall post the individual CLEC monthly reports to a secure part of the CPAP website and the aggregate state report to the public part of the CPAP website. In addition, Qwest must officially file with the Commission, one hard copy and one electronic copy in an Excel format, of all CLEC individual monthly reports under seal and one hard copy and one electronic copy in an Excel format of the state aggregate report in the public file. If CLEC requests a hard copy of its individual report, Qwest should make that hard copy available at no cost to CLEC.

13.3 In the case of late reporting, Qwest shall make a payment to the Special Fund of \$500 per calendar day for each day the report is late to the Special Fund. This amount represents the total payment for missing a reporting deadline, rather than a payment per report and does not count against the cap described in Section 11.1. This payment shall begin on the report due date and continue until the report is actually distributed.

13.4 If any inaccurate reporting is revealed by any annual audit, Commission audit or mini-audit, Qwest shall ~~be required to~~ make any payments due to the CLEC as a result of the inaccurate reporting plus an additional payment of 50% of the amount due as a result of the underpayment. Half of the 50% payment shall be paid into the Tier 2 Special Fund, and half shall be paid to the CLEC.

13.5 In addition to the ~~payment in Section 13.4~~ payment, if as a result of an inaccurate report, any bill over \$25,000 is adjusted upwards by 25% or more, Qwest shall also incur a late reporting payment as set forth in Section 13.3. This payment shall begin on the report due date and shall continue until the day the discrepancy is resolved.

13.6 If a discrepancy is revealed solely by Qwest, and Qwest self-corrects the discrepancy prior to the monthly payment being due, no additional liability shall be assessed. If Qwest self-corrects the erroneous reports before an audit on the relevant measurements in question begins but after the relevant payment is made, it shall be responsible for paying the additional amount owed due to the non-conforming performance as well as interest on this amount at the rate of two times the Commission prescribed customer deposit rate.

13.7 If a discrepancy is revealed by a Qwest-CLEC data reconciliation process or any other inquiry, Qwest shall pay the additional amount owed as well as interest on any late additional amount at the rate of three times the Commission prescribed customer deposit rate.

13.8 If a ~~given~~ Qwest-CLEC data reconciliation process forces Qwest to adjust its payment upwards three months in a row, Qwest must pay the additional amount and an additional penalty to Tier 1Y as if the discrepancy ~~was~~ had been revealed by an audit (see Section 14.12) for that third month and for each consecutive month that ~~the~~ CLEC reveals additional payments via data reconciliation.

13.9 If a ~~given~~ Qwest-CLEC data reconciliation process forces Qwest to adjust its payment upward five times in a calendar year, Qwest must pay the additional amount and an additional penalty to Tier 1Y as if the discrepancy ~~was~~ had been revealed by an audit for that fifth month and for all other months in that calendar year that the CLEC reveals additional payments via data reconciliation.

14.0 Audits of Performance Results

14.1 Qwest shall carefully document any and all changes that Qwest makes to the Performance Measurement and Reporting System. This change log shall be displayed on a public website dedicated to the CPAP web site. The Performance Measurement and Reporting System is defined to include at least: elements of Qwest's Regulatory Reporting System that constitute the data collection programs (i.e., the software code used by Qwest to determine which data fields are used and how they are used), the underlying data extracted by the data collection programs and data reference tables structures (e.g., USOC tables, wire center tables, etc., used in the calculation of measurements) (including codes tables), the data staging extraction programs (programming code used to organize and consolidate the data), the calculation programming (the code used to implement the formula defined for a measurement), and the report generation programs (including the report format and report file creation, the underlying calculations, the report formatting, and the report distribution software. This change log shall contain, at a minimum, a detailed description of the change (in plain English); the effects of the change, the reason for the change, the dates of notification and of implementation, and whether the change received Commission approval. Qwest shall also record if the change is fundamental or non-fundamental (see Sections 14.2 and 14.3).

14.2 ~~Qwest shall be allowed to change the software and data structure that underly the Performance Measurement And Reporting System as defined in Section 14.1 in ways that are transparent to the CLECs non-fundamental (i.e., system changes for which the relevant performance data can be replicated under the old approach) without preapproval, but shall promptly record these changes on the change log so that they may factor into the process by which the scope of the audit is determined. Omitted or inaccurate changes shall result in Qwest being required to pay a \$2500 fine, plus interest at the Commission prescribed customer deposit rate accrued from the time the change took effect. The payment shall go to the Tier 2 Special Fund and does not count against the annual cap described in Section 11.1.~~

14.3 Before making any changes to the Performance Measurement and Reporting System in a manner whereby the relevant data cannot be reconstructed under the prior approach (i.e., a fundamental change to its measurement system), Qwest shall record the proposed change to the change log and notify the Auditor retained for the purpose of auditing performance measurements under this CPAP to request an evaluation of the proposed change. The Auditor will evaluate the impact of the proposed change and report, in writing, the results of that evaluation to the Commission and Qwest. Qwest shall immediately post the Auditor's report on the public CPAP website. Upon receiving the report of the impact evaluation from the Auditor, the Commission shall have 15 days to take action to prevent Qwest from making such change and to decide on a process for resolving the issue. During the first seven day period following the filing and recording of the Auditor's report, interested parties may file comments on the proposed change and Auditor's report. If the Commission takes no action on the issue during the 15 day period, Qwest shall be free to make the proposed change.

If Qwest makes a fundamental change pursuant to this Section without obtaining approval, it shall be liable for \$100,000 payable to the Special Fund. If Qwest cannot reproduce reliable performance data, the Independent Monitor shall determine what payments are due based upon the data collected by the affected CLECs along with any appropriate interest and late payment penalties.

~~Qwest shall obtain approval from the Commission, the Change Management Process forum, or other industry forum prior to implementing any CLEC affecting changes to the Performance Measurement and Reporting System. Any CLEC affecting change to the CPAP, including the PIDs, the underlying data collection, reporting and payment calculations must go through one of two processes. Either:~~

~~Qwest can bring these changes to an industry forum, such as the Change Management Process (CMP), for discussion. If agreement is reached, then Qwest will file the change with the Commission, in a compliance type filing. The Commission will not issue a decision on these items, but they will simply be incorporated into the CPAP; or~~

~~Qwest will make an application like filing with the Independent Monitor for changes that have not been agreed to at an industry forum either because agreement couldn't be reached, or Qwest did not present the change to the forum. Parties will be allowed to comment and a record will be established. The Independent Monitor will then issue a formal decision on whether the change will be allowed as part of the CPAP.~~

~~If Qwest fails to obtain approval for any CLEC-affecting change, it shall pay a \$1000 fine for each affected CLEC. This fine shall be paid directly to the affected CLECs which payment does not count against the cap described in Section 11.1.~~

14.4 Qwest shall keep a record of all exclusions (i.e., those allowed by the PIDs, authorized by the Commission or otherwise excluded for any reason) and of each basis for each exclusion. Such records shall be kept in easy-to-access electronic format for three years and an additional three years in an archived format.

14.5 As part of the data reconciliation process, CLECs shall have the right to request access to the raw, excluded data and business rules or other basis ~~used~~ relied upon by Qwest to exclude the data from the most recent month's report ~~as part of the data reconciliation process.~~ The records and data must be turned over, in a mutually agreeable format within two weeks of the request ~~in a mutually agreeable format.~~

14.6 An independent audit of the results of the performance submeasures identified in Appendix A and the financial payments calculated based upon Qwest's performance results shall be performed annually. The first audit shall begin one year after the effective date the CPAP , and the second and third annual audits shall begin one year after the completion of the prior year's audit. Qwest shall pay for the first three audits; thereafter, the Commission shall determine whether the audits shall be paid by the Special Fund or by Qwest. The annual audit shall encompass both the performance reports and payment amounts. The audit shall include at least the following: (1) problem areas requiring further oversight as identified in the previous audit(s); (2) any submeasures changed or being changed from a manual to electronic system; (3) the accuracy of the measurements and reports designated in Tier 1A; (4) submeasures responsible for 80% of the payments paid by Qwest over the prior year (to the extent that they are not covered by the Tier 1A audit); and (5) whether Qwest is exercising a proper duty of care in evaluating which, if any, performance results can be properly excluded from its wholesale performance requirements.

14.7 A thorough scrutiny of Qwest's measurement and reporting system shall not be required for the annual audit. If, after examining the structure of the performance and measurement system, receiving input from CLECs, examining exclusions made by Qwest, and evaluating the nature of any changes, as well as some representative examples, the Auditor can confidently conclude that the measurement and reporting system is reliable, the Auditor shall need not perform a more extensive audit.

14.8 The Auditor shall be chosen by the Commission, with input from Qwest, CLECs, and other interested persons. The Auditor shall perform all of the auditing functions described above for the first three years. Any interested person may petition the Independent Monitor to disqualify the Auditor based upon gross neglect of duties, incompetence, or a significant conflict of interest. The Auditor shall respond to the petition within a reasonable time. The Independent Monitor shall then be authorized, in its discretion, to open a proceeding to consider the petition for disqualification.

14.9 CLEC may request a mini-audit of the performance measurement results covering Qwest's performance to CLEC for any submeasures. However, CLEC will not be allowed to commence such an audit unless and until (1) CLEC has requested access to the raw data and business rules and attempted to meet with Qwest to attempt data reconciliation for any discrepancies by presenting its own version of the data calculation and comparing it to Qwest's to demonstrate the areas where in which Qwest allegedly erred, and (2) the parties Qwest and CLEC are unable to reach agreement about any alleged discrepancy through the Qwest-CLEC data reconciliation process. Qwest must provide the necessary expertise and work in good faith to attempt to answer ~~the~~ CLEC concerns. Qwest's experts must be available for requested meetings to take place within 10 business days of the CLEC request, but Qwest may attempt to resolve the issue over the phone or via email before holding a face-to-face meeting.

14.10 Upon CLEC request, data files of the CLEC raw data, or any subset thereof, and business rules or other basis used to generate the reports as part of the data reconciliation process will be transmitted, without charge, to CLEC, within two weeks of the request, in a mutually acceptable format, protocol, and transmission medium.

14.11 The scope of the ~~CLEC~~ mini-audit allowed under this CPAP is limited to the relevant measures and submeasures that were the subject of and determined to be suspect through, the Qwest-CLEC data reconciliation process.

14.12 The mini-audit shall be conducted by the Auditor designated for annual audits, unless ~~the~~ CLEC demonstrates to the Independent Monitor good cause that another entity should perform the mini-audit. CLEC shall pay the Auditor's fees and expenses, and CLEC and Qwest shall bear their own costs. If an mini-audit identifies a non-conformance that materially affects the results (material being defined as a deficiency that requires an additional payment of at least 10% more than the total amount paid on the submeasures examined by the mini-audit) by Qwest, Qwest shall pay the Auditor's fees and expenses. In addition, Qwest shall resolve the identified problems and shall pay any applicable payments under the late payment ~~rules~~provisions. Qwest shall also pay other CLECs any appropriate payments and penalties based on problems uncovered in the mini-audit. If the Auditor does not identify any non-conformance, CLEC shall not be allowed to request another mini-audit during the six months after the initial mini-audit request; however, CLEC is nevertheless permitted to request Qwest-CLEC data reconciliation during that time.

14.13 If CLEC proves to the Independent Monitor via the dispute resolution process that Qwest did not work in good faith to resolve the issues prior to the initiation of a mini-audit, the Independent Monitor can shift the Auditor's fees and expenses to Qwest, and the six-month moratorium on mini-audits shall then be waived.

14.14 The Commission reserves the right to choose to conduct an audit itself, with the assistance of an outside Auditor if it chooses. Such an audit shall be paid for through the Special Fund. If the audit reveals any material non-conformance (as defined above) in Qwest's performance reporting, Qwest shall reimburse the costs of the audit and, where appropriate, shall make applicable payments to CLECs or Special Fund as described above.

15.0 Waiver of Payments

15.1 Qwest may seek a waiver of the obligation to make payments pursuant to this CPAP by seeking an exception from the Independent Monitor on any of the following grounds:

- (1) *Force majeure*, as defined in SGAT Section 5.7 (as to benchmark standards, but not as to parity submeasures);
- (2) A work stoppage (as to benchmark standards, but not as to parity submeasures);
- (3) An act or omission by CLEC that is in bad faith and designed to "game" the payment process; or
- (4) A material ~~CLEC~~ failure by CLEC to follow the applicable business rules.

15.2 Any waiver request must contain an explanation of the circumstances that justify the waiver and any and all relevant documentation relied upon to support the request. To establish that the circumstances warrant granting of a requested waiver, Qwest must show the existence of those circumstances by a preponderance of the evidence. For any such action, Qwest shall be required to pay the disputed credits or place the disputed amount of money into an interest-bearing escrow account until the matter is resolved. CLEC must respond to any such waiver requests within 10 business days and the Independent Monitor shall have 10 business days after the response is filed to rule on the requested waiver, subject to review by the Commission as specified by the Dispute Resolution Process in Section 17.0.

16.0 Limitations

16.1 The payments imposed by the CPAP shall not become available in Colorado until the first day of the second month after Qwest receives Section 271 authority for

the State of Colorado. Each CLEC shall have the option of electing the CPAP *in toto* as set forth in this CPAP SGAT or of negotiating an alternative regime with Qwest. The CLECs need not adopt the *Interconnection, Unbundled Network Elements, Ancillary Services, and Resale SGAT* in its entirety in order to adopt the CPAP SGAT. Qwest will not be liable for Tier 1 payments to CLEC until the Commission has approved an interconnection agreement between the CLEC and Qwest which adopts the provisions of this CPAP.

16.2 Qwest's agreement to implement these enforcement terms, and specifically its agreement to make any payments hereunder, will 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. CLEC may not use (1) the existence of this enforcement plan or (2) Qwest's Tier 1 or Tier 2 payments as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252 of the Act or has violated any state or federal law or regulation. Qwest's conduct underlying its performance measures, however, is not made inadmissible by this SGAT term. By accepting this performance remedy plan, CLEC agrees that Qwest's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude Qwest from introducing evidence of any Tier 1 payments under these provisions for the purpose of precluding additional payments or offsetting any payments against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Qwest has met, or continues to meet, the requirements of Section 271 of the Act.

16.3 This CPAP contains a comprehensive set of performance submeasures, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the CPAP, CLEC must adopt the CPAP in its entirety, into its interconnection agreement with Qwest in lieu of other alternative standards or relief, except as stated in Sections 16.4, 16.6, and 16.7.

16.4 In electing the CPAP, CLEC shall surrender any rights to remedies under state wholesale service quality rules (in that regard, this CPAP shall constitute an "agreement of the parties" to opt out of those rules, as specified in 4 CCR 723-43-10 of those rules) or under any interconnection agreement designed to provide such monetary relief for the same performance issues addressed by the CPAP. The CPAP shall not limit either non-contractual legal or non-contractual regulatory remedies that may be available to CLEC.

16.5 Whether or not a CLEC opts into the CPAP, Qwest shall be responsible for making payments to the Tier 2 Special Fund, including ~~the 50% of the Tier 1Y~~ payments not owed to the CLEC as set forth in Section 8.3, for the wholesale performance provided to that CLEC.

16.6 Tier 1X and Tier 1Y payments to CLECs are in the nature of liquidated damages. Before CLEC shall be able to file an action seeking contract damages that flow from an alleged failure to perform in an area specifically measured and regulated by the CPAP, CLEC must first seek permission through the Dispute Resolution Process set forth in Section 17.0 to proceed with the action. This permission shall be granted only if CLEC can present a reasonable theory of damages for the non-conforming performance at issue and evidence of real world economic harm that, as applied over the preceding six months, establishes that the actual payments collected for non-conforming performance in the relevant area do not redress the extent of the competitive harm. If CLEC can make this showing, it shall be permitted to proceed with this action. Any damages awarded through this action shall be offset with payments made under this CPAP. If the CLEC cannot make this showing, the action shall be barred. To the extent that CLEC's contract action relates to an area of performance not addressed by the CPAP, no such procedural requirement shall apply.

16.7 If for any reason CLEC agreeing to this CPAP is awarded compensation for the same harm for which it received payments under the CPAP, the court or other adjudicatory body hearing such claim may offset the damages resulting from such claim against payments made for the same harm. Only that relevant finder of fact, and not Qwest in its discretion, can judge what amount, if any, of CPAP payments should be offset from any judgment for a CLEC in a related action.

16.8 If Qwest believes that some Tier 2 payments duplicate payments that are made to the state under other service quality rules, Qwest may make the payments to a special interest bearing escrow account and then dispute the payments via the Independent Monitor. If Qwest can show that the payments are indeed duplicative, it may retain the money (and its interest) that indeed are found to duplicated other state payments. Otherwise the money will go to the Tier 2 Special Fund.

16.9 The Commission shall have the right to modify this plan at any time as appropriate.

17.0 Dispute Resolution Process

17.1 The dispute resolution process specified in this CPAP does not replace or in any way limit, among other things, the processes for resolving interconnection disputes not within the ambit of the CPAP.

17.2 The Commission shall appoint an Independent Monitor to resolve disputes identified in Section 17.5. The salary and expenses of the Independent Monitor shall be paid by the Special Fund. If at any time, the Special Fund does not contain sufficient funds to pay for the Independent Monitor, Qwest shall advance the funds until the Special Fund contains the necessary funds to cover these expenses.

17.3 In the event that any person determines that the Independent Monitor has acted with gross neglect of duties, committed any ethical impropriety, has a significant conflict of interest, or is incompetent to perform the assigned task, the person may contact the Chief Administrative Law Judge (ALJ) of the Commission. The Chief ALJ shall be authorized at in its sole discretion to file a petition, to remove the Independent Monitor. The Commission shall rule on the petition within two months, including any hearing that it may hold to resolve disputed facts.

17.4 If the Independent Monitor position is vacant at any time, the parties shall file ~~actions~~ requests for dispute resolution with the Chief ALJ, who shall then be responsible for fulfilling the duties of the Independent Monitor or designating another ALJ to do so. If the Commission decides during the CPAP Revision Process that it wishes to assign some or all of the Independent Monitor's duties to either to the Commission ALJs or to Commission staff persons, it shall be free to do so; and the contract with the Independent Monitor shall so provide.

17.5 The Independent Monitor shall be responsible, at least initially, for the following functions, which may be modified by the Commission as it deems appropriate, with input from the parties, and for other responsibilities as set out in the CPAP (see, for example, Section 17.12). The Independent Monitor shall resolve all challenges to the accuracy of any performance measurements or reports, as evaluated through the auditing process in Section 14.0, as well as any disputes over the CPAP integrity requirements (that is, the rules that enable the CPAP to function, such as data collection and retention requirements, maintaining the PIDs as approved, and so forth). If Qwest is repeatedly penalized for failing to meet the performance requirements under any given PID, the Independent Monitor shall have the authority to require Qwest to perform a root-cause analysis. The Independent Monitor shall evaluate, including necessary investigation of, all allegations that Qwest has misinterpreted, wrongly applied, or violated the relevant business rules that govern the applicable payments to be made pursuant to the CPAP. For example, for disputes about whether particular CLEC actions qualify as exclusions from a measure, where such disputes were not settled by the Qwest-CLEC data reconciliation process or an audit, the Independent Monitor shall be authorized to decide what payments should have been made. The Independent Monitor shall also entertain challenges to disqualify the Auditor based upon gross neglect of duties, incompetence, or a significant conflict of interest. The Independent Monitor shall approve or deny permission for a CLEC to bring an overlapping lawsuit for contractual remedies. Finally, the Independent Monitor shall assess any additional penalties under this plan, such as penalties for bringing frivolous disputes.

17.6 The dispute resolution process envisioned by the CPAP provides a means of resolving issues raised by the CPAP reports, payment calculations and processes. This process is akin to the dispute resolution processes that might be ~~set~~ established in other Interconnection Agreements, except it applies exclusively to the CPAP.

17.7 The Independent Monitor shall employ a slightly modified version of the Commission's expedited dispute resolution procedure set forth in 4 CCR 723-1-61(k), but if the ~~designated~~ Independent Monitor so chooses, it shall be able to submit any desired material procedural changes to the Commission, which shall solicit comments from all interested persons before making a decision whether to adopt the procedural change. The procedural changes may be limited to a particular dispute or may apply to all future disputes as deemed appropriate by the Commission.

17.8 ~~In terms of how the expedited resolution procedure would be modified (at least as an initial matter),~~ ~~†~~The CPAP's dispute resolution process shall not be resorted to unless and until the problem is raised at the Vice President-Vice President level at least two weeks before a dispute is submitted to the Independent Monitor. As part of its request for dispute resolution, ~~Then,~~ the party making the request ("complainant") must ~~give~~ provide the Independent Monitor a statement including specific facts that the complainant engaged (or attempted to engage) in good faith negotiations to resolve the disagreement ~~that,~~ and that, despite these ~~negotiations~~ good faith efforts, the parties failed to resolve the issue.

17.9 Insofar as there is a dispute about any business rule or requirement of the CPAP, any ruling issued by the Independent Monitor shall bind all parties unless and until it is ~~overturned~~ reversed or modified by the Commission. If the Independent Monitor's decision is reversed or modified upon review, any payments affected by the Commission's decision must be refunded.

17.10 The Commission's review, while plenary, shall not include consideration of any evidence not presented to the Independent Monitor. Appeals must be filed within five business days of the Independent Monitor's decision, and the opposing party shall have five business days to respond. The Commission shall then have 15 business days to rule on the appeal. A party shall have five business days to seek reconsideration or rehearing and the Commission shall have ~~ten~~ 10 business days to rule on any such motions. As a term of participation in the CPAP, all decisions after a motion for reconsideration and rehearing are final and shall be appealable to federal court under the standard in the Federal Arbitration Act.

17.11 In all actions before the Independent Monitor, the losing party shall pay all relevant attorney's fees and costs – including monies spent to prove that the problem exists – as determined by the Independent Monitor.

17.12 With regard to requiring payments that were erroneously withheld, the Independent Monitor shall enforce penalties for late payments and inaccurate reporting, as may be applicable. With regard to CPAP integrity requirements, the Independent Monitor shall be able to order the appropriate payments for misreporting along with the 50% premium, and shall be able to levy an additional payment of up to \$100,000 if the Independent Monitor finds that such action materially affected the payments, was willful, and was taken without any legitimate business justification. Any action by CLEC that materially affects the relevant payments, lacks any

legitimate business justification, and can be explained solely as an effort willfully to “game” the CPAP shall be grounds for the Independent Monitor’s invalidating all payments received as a result of such actions. In addition, if the Independent Monitor finds it appropriate, CLEC shall be required to pay to Qwest a payment equaling 50% of the amount at issue and shall also be subject to an additional payment amount up to \$100,000. In all actions before the Independent Monitor, the losing party shall pay all relevant attorney fees and costs, including monies spent to prove that the problem exists, as determined by the Independent Monitor.

18.0 Effective Date, Reviews and Termination

18.1 The effective date of the CPAP ~~will be~~ is the date on which Qwest obtains § 271 approval from the FCC for Colorado. Dates for reviews of the CPAP are calculated from this effective date.

18.2 Reviews of the CPAP occur every six months, commencing with the effective date of the CPAP. Under the six-month CPAP review process, a Commission staff person shall submit a report to the Commission at the five month mark to recommend a series of changes, if any, to the CPAP, noting which of those were agreed to by all parties and which were contested.

18.3 In order to prepare their six-month review report, the relevant Commission staff person (along with any technical advisor the Commission may choose to retain and pay from the Tier 2 Special Fund) shall request feedback on possible changes and shall meet with parties (individually or together) and the Independent Monitor beginning no later than 90 days into the relevant cycle.

18.4 After the Commission staff person submits a six-month review report to the Commission on any suggested changes, parties shall have two weeks to file exceptions to, or comment on, that report. The Commission will rule within four weeks of receiving the parties’ exceptions and/or comments on what changes, if any, should be instituted.

18.5 ~~The Commission shall conduct a proceeding to resolve any disputed issues. If the Commission deems it necessary (taking into account the recommendation of the relevant Commission staff person), it can order a hearing to resolve any particularly difficult issues, in which case it shall have an additional four weeks in which to rule on any appropriate revisions to the CPAP.~~

18.6 The six-month CPAP review process shall focus on refining, shifting the relative weighing of, deleting, and adding new PIDs; however, ~~such~~ the six-month review is not limited to these areas. With the exception of the areas specifically identified in Section 18.7 as eligible for review only at the three-year and six-year reviews, any other part of the CPAP is eligible for review during a six-month CPAP review. After the Commission considers such changes through the six-month

process, it shall determine what set of changes should be embodied in an amended SGAT that Qwest will file in order to effectuate these changes.

18.6.1 If, pursuant to Section 8.2, a PID continues to trigger a payment escalation for six months or more, that PID shall automatically be reviewed during a six-month review pursuant to this Section, in order to determine if there are issues with that PID, such as poor definition, that need to be addressed. In order to minimize this likelihood, the sound practice for introducing PIDs is to work through a collaborative forum before bringing a proposed PID addition or change to the Commission. The preferred approach is to introduce new PIDs as diagnostic measures, allowing for some reporting of actual data before determining the relevant standard and appropriate penalties.

18.7 Parties may suggest more fundamental changes to the plan; but, unless the suggestion is highly exigent, the suggestion shall either be declined or deferred until the three-year review. The following areas of the CPAP will be eligible for change only at the three-year and six-year reviews:

- (1) The statistical methodology (Sections 4.0, 5.0 and 6.0) except for additions to the variance tables for new Tier 1A measures;
- (2) The payment caps (Sections 11.0 and 18.8);
- (3) The duration of the CPAP (Section 18.11);
- (4) The payment regime structure (Sections 2.0, 7.0, 8.0, 9.0, 10.1, 10.2, 10.3, and 10.4) except for the addition of payment amounts for new Tier 2 measures and of payment amounts for violations of change management requirements;
- (5) The legal operation of the CPAP (Sections 15.0 and 16.0);
- (6) The Independent Monitor (Section 17.0) with the exception of assignment of the Independent Monitor function to an Administrative Law Judge;
- (7) Any proposal that does not relate directly to measuring and/or providing payments for non-discriminatory wholesale performance.

18.7.1 If, at the conclusion of a six-month CPAP review, the Commission orders a change in any areas identified in Section 18.7 without Qwest's consent, the Commission decision shall be stayed automatically during the course of any judicial challenge up to issuance of a final non-appealable order on the merits. This provision shall not apply if there is no judicial challenge.

18.8 Qwest shall calculate separately, payments owed under the CPAP that do not include changes made at the six-month review ("baseline CPAP") and payments owed under a CPAP revised to reflect changes made at the six-month review ("revised CPAP"). If payments calculated under the revised CPAP are more than 110% of payments calculated under the baseline CPAP, Qwest shall limit payments to the affected CLECs and to the Special Fund to a 10% increase ("10% collar") above the total baseline CPAP payment liability. Any CLEC affected by this limitation of payments shall be eligible for payments above the 10% collar from the Special

Fund. If the Special Fund does not contain sufficient funds to provide such payments to CLECs, Qwest shall make up the difference. Any funds that Qwest provides to make up the difference will be offset against Qwest's future Special Fund liabilities. At any six-month review, if the total payment liability for the revised CPAP is below 110% of the total payment liability for the baseline CPAP for the preceding six month period, the revised CPAP shall become the baseline CPAP for the next six month period, otherwise, the same baseline CPAP shall remain in effect for the next six month period. If CLEC or Qwest repeatedly or blatantly suggests modifications to the plan solely for its own benefit, and not for the effectiveness of the plan itself, that Party may be subject to sanctions at the discretion of the Commission.

18.9 If Qwest or CLEC wishes to modify a PID outside of the six-month review process and before the Three-Year Review set forth in this plan the CPAP, the change must be approved by the Independent Monitor and then also approved by the Commission. ~~The Independent Monitor and the Commission shall be more likely to allow the change if it has been approved by another forum such as the ROC or CMP (See Section 14.3). PID changes that have not been approved by one of these two forums or their future equivalent shall be unlikely to be approved outside of the six-month review process or the three year review.~~

18.10 Thirty (30) months after the effective date of the CPAP § 271 approval, the Commission shall initiate a comprehensive review of the CPAP (the "Three-Year Review") with the assistance of an outside, independent expert. Such expert shall be paid from the Special Fund. When there are insufficient funds in the Special Fund for this purpose, Qwest shall advance the funds. The Three-Year Review shall:

- (1) Seek to refine the payment amounts by developing an evidentiary basis for the harm associated with particular non-conforming wholesale performance and to adjust the CPAP's payment amounts accordingly. Such evidence shall be the only basis for making upward or downward adjustments to the CPAP's payment amounts during the three-year review.
- (2) Evaluate whether there are available economical alternatives to Qwest's wholesale service offerings and whether such alternatives provide competitors with a meaningful opportunity to compete. This process shall thus consider the rationale for removing measures (or submeasures) both based on Qwest's demonstration of its ability to deliver reliable wholesale performance in certain areas and/or the fact that ~~its~~ Qwest's critical role in the market as a provider of key wholesale inputs is dissipating to the extent that the Commission can lift performance assurance requirements (either on a measure or submeasure basis).

- (3) Focus on whether some areas -- disaggregated by either product type or geographic area -- no longer need to be measured and/or subject to payments for non-conforming wholesale performance.
- (4) Evaluate whether the revision process should take place at a semi-annual, annual, or other interval.

At the Three-Year Review, the Commission cannot require Qwest, under the authority granted to it under the CPAP, to undertake any new obligations. At the Three-Year Review, if it chooses to do so, the Commission may order changes in the CPAP. The Commission decision shall be effective according to its terms unless stayed by action of the Commission or by action of a court of competent jurisdiction.

18.11 ~~This~~ Except as provided in this Section, this CPAP will expire six years from its effective date after Qwest receives § 271 approval. Only Tier 1A submeasures and payments will continue beyond six years, and these Tier 1A submeasures and payments shall continue until the Commission orders otherwise. Five and one-half years after ~~§ 271 approval~~ the CPAP's effective date, a review shall be conducted with the objective of phasing-out the CPAP entirely. This review shall focus on ensuring that phase-out of the CPAP is indeed appropriate at that time, and on identifying any ~~other~~ submeasures in addition to the Tier 1A submeasures that should continue as part of the CPAP, that might need temporarily to remain. ~~At the conclusion of the review, the Commission may revive this CPAP wholesale, sunset the entire plan, including Tier 1A payments, or allow more traditional contract and arbitration remedies to take the CPAP's place.~~

19.0 Voluntary Performance Assurance Plan

19.1 This CPAP represents Qwest's voluntary offer to provide performance assurance.

APPENDIX A

This appendix lists the submeasures to be included within the Performance Assurance Plan, classified either under Tier 1A, Tier 1B, Tier 1C or Tier 2. All submeasures not otherwise so designated rely on, and incorporate by reference, the Performance Indicator Definitions (PIDs) developed and approved by the Regional Oversight Committee's (ROC) Technical Advisory Group (TAG). For Tier 1A submeasures, the average performance Qwest gives a CLEC in the current month shall be compared to the average of prior six months retail performance subject to a "variance factor" (see Section 6.1, Table 2). In areas where this document suggests a standard that is in dispute (both procedurally and substantively) as part of the Commission's Section 271 review (namely, the standards for collocation, TBD1 (premature disconnects), subloops, conditioned loops and line sharing and line splitting), the standard listed herein is meant as a default standard that would give way in the event that the Commission adopts a different one.

TIER 1A

INTERCONNECTION

Trunk Blocking

NI-1A	<i>LIS Trunks to Qwest Tandem Offices (Percent)</i>
NI-1B	<i>LIS Trunks to Qwest End Offices (Percent)</i>

Provisioning

For LIS Trunks:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

Maintenance and Repair

For LIS Trunks:

MR-5A	<i>All Troubles Cleared within 4 Hours (Percent)</i>
MR-5B	<i>All Troubles Cleared within 4 Hours (Percent)</i>

¹ Submeasures for OP-4 are included with OP-6 as "families" OP-4A with (OP-6A-1 & OP-6B-1 combined); OP-4B with (OP-6A-2 & OP-6B-2 combined); OP-4C with (OP-6A-3 & OP-6B-3 combined); OP-4D with (OP-6A-4 & OP-6B-4 combined); and OP-4E with (OP-6A-5 & OP-6B-5 combined). Submeasures within each family share a single payment opportunity with only the submeasure (OP-4 or OP-6A & OP-6B combined) with the highest payment being paid.

MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

SWITCHING CUSTOMERS

For Unbundled Loops:

OP-13A	Analog	<i>Coordinated Cuts on Time (Percent)</i>
OP-13A	All Other	<i>Coordinated Cuts on Time (Percent)</i>
OP-7		<i>Coordinated Hot Cut Interval (Percent)</i>
OP-8B		<i>Number Portability Timeliness (Hours:Minutes)</i>
OP-8C		<i>Number Portability Timeliness (Hours:Minutes)</i>
NP-1A		<i>NXX Code Activation (Percent)</i>
OP-17		<i>Timeliness of Disconnects associated with LNP Orders (Percent)</i>
MR-11		<i>LNP Trouble Reports Cleared within 24 Hours (Percent)</i>
MR-12		<i>LNP Trouble Reports-Mean Time to Restore (Hours:Minutes)</i>

OP-13A would not be subject to a severity measurement as part of the Tier 1X calculation. Instead, OP-7 (Coordinated Hot Cut – Unbundled Loop), which will be reconfigured to measure the out-of-service time for a coordinated hot cut, which provide the following particularized severity function:

<u>Hrs Out of Service</u>	<u>Payment</u>
1-1.99	\$225
2-2.99	\$450
3-3.99	\$675
4-4.99	\$800
5+	\$1025

COLLOCATION

Collocation is measured on (1) whether the feasibility studies are completed on time (e.g., within 10 days); (2) whether the installation commitment is met; (3) how many days late is particular feasibility study; and (4) how many days is a particular installation of the requested space. The applicable standard for making collocation space available shall be the CLEC’s interconnection agreement, the Commission standard, or the FCC regulation, whichever is applicable. For addressing these issues, the relevant calculations and the associated payments shall be:

<u>Days Late for Feasibility Study</u>	<u>Payment</u>	<u>Days Late For Installation</u>	<u>Payment</u>
1-10	\$45	1-10	\$150
11-20	\$90	11-20	\$300
21-30	\$135	21-30	\$450
31-40	\$180	31-40	\$600
40+	\$300	40+	\$1000

ACCESS TO LOCAL LOOPS

Pre-Order

For Unbundled Loops:

PO-5A-1(b)	IMA Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5A-2(b)	EDI Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-1(b)	IMA Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-2(b)	EDI Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5C-(b)	Fax Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-9B		<i>Timely Jeopardy Notices (Percent)</i>

Provisioning

For Unbundled Analog Loops:

OP-3A	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3B	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3C	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3D	designed	<i>Installation Commitments Met (Percent)</i>
OP-3E	designed	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4B ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4C ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4D ¹	designed	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-4E ¹	designed	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-5		<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled Non-Loaded Loops (2-wire):

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled Non-Loaded Loops (4-wire):

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled DS1-Capable Loops:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled ISDN-Capable Loops:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled ADSL-Qualified Loops:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Unbundled Loops of DS3 and Higher:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>

OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Sub-Loop Unbundling:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>

Sub-loops – because sub-loops track loops in all other respects (e.g., have three different intervals in Qwest’s Standard Interval Guides depending on the number of sub-loops in an order), OP-3 and OP-4 for this submeasure shall track the approach taken for loops. In particular, the relevant interval (5 days for 1-8 subloops in an order; 6 days for 9-16 in an order; and 7 days for 17+) shall be the standard for OP-3 (i.e., the relevant interval must be met 90% of the time) and the intermediate standard – i.e., 6 days – shall be the relevant interval for OP-4.

For Unbundled Loop Conditioning:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D	<i>Installation Interval (Average Days)</i>
OP-4E	<i>Installation Interval (Average Days)</i>

Conditioned loops (i.e., accounting for the additional time necessary to “condition” a previously unconditioned loop to make it DSL ready) – the interval, as envisioned by Qwest, is 15 days, which represents the target date for installing the product. Thus, OP-3 shall require that 90% of conditioned loops be installed within the interval, unless a dispatch to the location is necessary. As for OP-4, the relevant installation interval shall be set at 16.5 days, which reflects the recognition that 10% of the conditioned loops will not be installed within 15 days, so that the relevant interval should be marginally greater than the interval.

For Line Sharing/Line Splitting:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>

Line sharing/Line splitting together –the interval for line sharing and line splitting, which shall be measured on an aggregate basis, is 3 days. Thus, OP-3 shall be that 90% of such loops shall be installed with 3 days. As for OP-4, the relevant installation interval shall be set at 3.3 days, which reflects the recognition 10% of such loops will not be installed within 3 days, so that the relevant interval should be marginally greater than the interval.

Maintenance and Repair

For Unbundled Analog Loops:

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Unbundled Non-loaded Loops (2-wire):

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Unbundled Non-loaded Loops (4-wire):

MR-5A	<i>All Troubles Cleared within 4 Hours (Percent)</i>
MR-5B	<i>All Troubles Cleared within 4 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Unbundled DS1-Capable Loops:

MR-5A	<i>All Troubles Cleared within 4 Hours (Percent)</i>
MR-5B	<i>All Troubles Cleared within 4 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Unbundled ISDN-Capable Loops:

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>

MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Unbundled ADSL-Qualified Loops:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Unbundled Loops of DS3 and Higher:

MR-5A *All Troubles Cleared within 4 Hours (Percent)*
MR-5B *All Troubles Cleared within 4 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Sub-Loop Unbundling:

MR-3A *All Troubles Cleared within 24 Hours (Percent)*
MR-3B *All Troubles Cleared within 24 Hours (Percent)*
MR-3C *All Troubles Cleared within 24 Hours (Percent)*
MR-6A *Mean Time to Restore (Hours:Minutes)*
MR-6B *Mean Time to Restore (Hours:Minutes)*
MR-6C *Mean Time to Restore (Hours:Minutes)*
MR-7A *Repair Repeat Report Rate (Percent)*
MR-7B *Repair Repeat Report Rate (Percent)*
MR-7C *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For the MR-3, MR-6, MR-7, and MR-8 measures, the relevant analog product shall be ISDN-BRI.

For Line Sharing/Line Splitting:

MR-3A *All Troubles Cleared within 24 Hours (Percent)*
MR-3B *All Troubles Cleared within 24 Hours (Percent)*
MR-3C *All Troubles Cleared within 24 Hours (Percent)*
MR-6A *Mean Time to Restore (Hours:Minutes)*
MR-6B *Mean Time to Restore (Hours:Minutes)*
MR-6C *Mean Time to Restore (Hours:Minutes)*
MR-7A *Repair Repeat Report Rate (Percent)*
MR-7B *Repair Repeat Report Rate (Percent)*
MR-7C *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For the MR-3, MR-6, MR-7, and MR-8 measures, the relevant analog product shall be Qwest's DSL service, which is also provisioned and treated on a line shared basis.

TIER 1B

Pre-Order

For LSR:

PO-3A-1	IMA & rejected manually	<i>LSR Rejection Notice Interval (Hours:Minutes)</i>
PO-3A-2	IMA & auto-rejected	<i>LSR Rejection Notice Interval (Hours:Minutes)</i>
PO-3B-1	EDI & rejected manually	<i>LSR Rejection Notice Interval (Hours:Minutes)</i>
PO-3B-2	EDI & auto-rejected	<i>LSR Rejection Notice Interval (Hours:Minutes)</i>
PO-3C	Facsimile	<i>LSR Rejection Notice Interval (Hours:Minutes)</i>

For Resale and UNE-P:

PO-5A-1(a)	IMA Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5A-2(a)	EDI Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-1(a)	IMA Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-2(a)	EDI Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5C-(a)	Facsimile Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-8D	(POTS)	<i>Jeopardy Notice Interval (Average Days)</i>
PO-9D	(POTS)	<i>Timely Jeopardy Notices (Percent)</i>

For LNP:

PO-5A-1(c)	IMA Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5A-2(c)	EDI Electronic LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-1(c)	IMA Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5B-2(c)	EDI Electronic/Manual LSRs	<i>FOCs On Time (Percent)</i>
PO-5C-(c)	Facsimile Manual LSRs	<i>FOCs On Time (Percent)</i>

For LIS Trunks:

PO-5D	<i>FOCs On Time (Percent)</i>
PO-8C	<i>Jeopardy Notice Interval (Average Days)</i>
PO-9C	<i>Timely Jeopardy Notices (Percent)</i>

For Billing:

PO-7A	IMA-GUI	<i>Billing Completion Notification Timeliness (Percent)</i>
PO-7B	IMA-EDI	<i>Billing Completion Notification Timeliness (Percent)</i>

For Non-Designed Services:

PO-8A	<i>Jeopardy Notice Interval (Average Days)</i>
PO-9A	<i>Timely Jeopardy Notices (Percent)</i>

For Unbundled Loops:

PO-8B	<i>Jeopardy Notice Interval (Average Days)</i>
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Provisioning

For Residential Single Line Service:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Business Single Line Service:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Centrex:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Centrex 21:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>

OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For PBX Trunks:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Basic ISDN:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>

OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For UNE-P (POTS):

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Qwest DSL:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Primary ISDN:

OP-3A	<i>Installation Commitments Met (Percent)</i>
OP-3B	<i>Installation Commitments Met (Percent)</i>
OP-3C	<i>Installation Commitments Met (Percent)</i>
OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	<i>Installation Interval (Average Days)</i>

OP-6A-1 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	<i>Delayed Days (Average Days)</i>
OP-4B ¹	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	<i>Delayed Days (Average Days)</i>
OP-4C ¹	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	<i>Delayed Days (Average Days)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For DS0:

OP-3A	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3B	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3C	non-designed	<i>Installation Commitments Met (Percent)</i>
OP-3D	designed	<i>Installation Commitments Met (Percent)</i>
OP-3E	designed	<i>Installation Commitments Met (Percent)</i>
OP-4A ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-1 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-1 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4B ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-2 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-2 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4C ¹	non-designed	<i>Installation Interval (Average Days)</i>
OP-6A-3 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-6B-3 ¹	non-designed	<i>Delayed Days (Average Days)</i>
OP-4D ¹	designed	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-4E ¹	designed	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	designed	<i>Delayed Days (Average Days)</i>
OP-5		<i>New Service Installation without Trouble Reports (Percent)</i>

For DS1:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For DS3 and Higher:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For Frame Relay:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For UDIT – DS1 Level:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For UDIT – Above DS1 Level:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>
OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

For E911/911 Trunks:

OP-3D	<i>Installation Commitments Met (Percent)</i>
OP-3E	<i>Installation Commitments Met (Percent)</i>
OP-4D ¹	<i>Installation Interval (Average Days)</i>
OP-6A-4 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-4 ¹	<i>Delayed Days (Average Days)</i>
OP-4E ¹	<i>Installation Interval (Average Days)</i>

OP-6A-5 ¹	<i>Delayed Days (Average Days)</i>
OP-6B-5 ¹	<i>Delayed Days (Average Days)</i>
OP-5	<i>New Service Installation without Trouble Reports (Percent)</i>

Maintenance and Repair

For Residential Single Line Service:

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>
MR-7C	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Business Single Line Service:

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>
MR-7C	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Centrex:

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>
MR-7C	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For Centrex 21:

MR-3A	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3B	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3C	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6A	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6B	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6C	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7A	<i>Repair Repeat Report Rate (Percent)</i>
MR-7B	<i>Repair Repeat Report Rate (Percent)</i>

MR-7C *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For PBX Trunks:

MR-3A *All Troubles Cleared within 24 Hours (Percent)*
MR-3B *All Troubles Cleared within 24 Hours (Percent)*
MR-3C *All Troubles Cleared within 24 Hours (Percent)*
MR-6A *Mean Time to Restore (Hours:Minutes)*
MR-6B *Mean Time to Restore (Hours:Minutes)*
MR-6C *Mean Time to Restore (Hours:Minutes)*
MR-7A *Repair Repeat Report Rate (Percent)*
MR-7B *Repair Repeat Report Rate (Percent)*
MR-7C *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Basic ISDN:

MR-3A *All Troubles Cleared within 24 Hours (Percent)*
MR-3B *All Troubles Cleared within 24 Hours (Percent)*
MR-3C *All Troubles Cleared within 24 Hours (Percent)*
MR-6A *Mean Time to Restore (Hours:Minutes)*
MR-6B *Mean Time to Restore (Hours:Minutes)*
MR-6C *Mean Time to Restore (Hours:Minutes)*
MR-7A *Repair Repeat Report Rate (Percent)*
MR-7B *Repair Repeat Report Rate (Percent)*
MR-7C *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For UNE-P (POTS):

MR-3A *All Troubles Cleared within 24 Hours (Percent)*
MR-3B *All Troubles Cleared within 24 Hours (Percent)*
MR-3C *All Troubles Cleared within 24 Hours (Percent)*
MR-6A *Mean Time to Restore (Hours:Minutes)*
MR-6B *Mean Time to Restore (Hours:Minutes)*
MR-6C *Mean Time to Restore (Hours:Minutes)*
MR-7A *Repair Repeat Report Rate (Percent)*
MR-7B *Repair Repeat Report Rate (Percent)*
MR-7C *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Qwest DSL:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Primary ISDN:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*

MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For DS0:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For DS1:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For DS3 and Higher:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For Frame Relay:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For UDIT – DS1 Level:

MR-3D *All Troubles Cleared within 24 Hours (Percent)*
MR-3E *All Troubles Cleared within 24 Hours (Percent)*
MR-6D *Mean Time to Restore (Hours:Minutes)*
MR-6E *Mean Time to Restore (Hours:Minutes)*
MR-7D *Repair Repeat Report Rate (Percent)*
MR-7E *Repair Repeat Report Rate (Percent)*
MR-8 *Trouble Rate (Percent)*

For UDIT – Above DS1 Level:

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

For E911/911 Trunks:

MR-3D	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-3E	<i>All Troubles Cleared within 24 Hours (Percent)</i>
MR-6D	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-6E	<i>Mean Time to Restore (Hours:Minutes)</i>
MR-7D	<i>Repair Repeat Report Rate (Percent)</i>
MR-7E	<i>Repair Repeat Report Rate (Percent)</i>
MR-8	<i>Trouble Rate (Percent)</i>

TIER 1C

Billing

BI-1A	<i>Time to Provide Recorded Usage Records (Average Days)</i>
BI-1B	<i>Time to Provide Recorded Usage Records (Percent)</i>
BI-3A	<i>Billing Accuracy – Adjustments for Errors (Percent)</i>
BI-3B	<i>Billing Accuracy – Adjustments for Errors (Percent)</i>
BI-4A	<i>Billing Completeness (Percent)</i>
BI-4B	<i>Billing Completeness (Percent)</i>

Each billing measure (BI-1A/BI-1B; BI-3A/BI-3B; and BI-4A/BI-4B) will be subject to a per measure cap of a base payment of \$5,000 per month, subject to a maximum escalation of \$30,000 per measure.

TIER 2

Continuing Non-Conforming Performance

See Section 10.3.

Work Completion Timeliness

PO-6	<i>Work Completion Notification Timeliness (Hours:Minutes)</i>
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This measure shall be on a Tier 2 basis (measuring aggregate performance to all CLECs) and shall be calculated as follows:

<u>Performance</u>	<u>Monthly Payment</u>
1-1.49 hrs	\$10,000
1.5-1.99 hrs	\$15,000
2-2.49 hrs	\$20,000
2.5-2.99 hrs	\$25,000
3-3.49 hrs	\$30,000

3.5-3.99 hrs	\$35,000
4-4.49 hrs	\$40,000
4.5-4.99	\$45,000
5+	\$50,000

Regionwide Wholesale Support Systems

The following submeasures, which relate to the quality of Qwest's computer systems and call centers, are recorded only on a regionwide (14 state) basis:

GA-1A Appointment Scheduler	<i>Gateway Availability – IMA-GUI (Percent)</i>
GA-1B Fetch-N-Stuff	<i>Gateway Availability – IMA-GUI (Percent)</i>
GA-1C Data Arbiter	<i>Gateway Availability – IMA-GUI (Percent)</i>
GA-2	<i>Gateway Availability – IMA-EDI (Percent)</i>
GA-3	<i>Gateway Availability – EB-TA (Percent)</i>
GA-4	<i>Gateway Availability – EXACT (Percent)</i>
GA-6	<i>Gateway Availability – GUI – Repair (Percent)</i>
PO-1A-1	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-1	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-2	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-2	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-3	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-3	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-4	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-4	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-5	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-5	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-6	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-6	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-7	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-7	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1A-8	<i>Pre-Order/Order Response Times(Seconds)</i>
PO-1B-8	<i>Pre-Order/Order Response Times(Seconds)</i>
OP-2	<i>Calls Answered within Twenty Seconds – Interconnect Provisioning Center (Percent)</i>
MR-2	<i>Calls Answered within Twenty Seconds – Interconnect Repair Center (Percent)</i>

PO-1A and PO-1B shall have their transaction types aggregated together.

For Colorado, Qwest shall make a Tier-2 payments based upon monthly performance results according to the following schedule. (On this measure, the total payment, for all 14 Qwest states, shall actually be a multiple of the one noted below.)

<u>Measure</u>	<u>Performance</u>	<u>Payment</u>
GA-1,GA-2,	1% or lower	\$1,000
GA-3,GA-4	>1% to 3%	\$10,000
GA-6	>3% to 5%	\$20,000
	> 5%	\$30,000
PO-1	2 sec or less	\$1,000
	>2 sec to 5 sec	\$5,000

	>5 sec to 10 sec	\$10,000
	> 10 sec	\$15,000
OP-2/MR-2	1% or less	\$1,000
	>1% to 3%	\$5,000
	>3% to 5%	\$10,000
	>5%	\$15,000

Handling of Local Service Requests

PO-10 *LSR Accountability (Percent)*

<u>Performance</u>	<u>Payment</u>
99-99.5	\$10,000
98.5-98.99	\$20,000
98-98.49	\$30,000
97.5-97.99	\$40,000
97-97.49	\$50,000
96.5-96.99	\$60,000
96-96.49	\$70,000
95.5-95.99	\$80,000
95-95.49	\$90,000
below 95%	\$100,000

If the PO-10 measure at the end of any month dips below 95%, the Commission may commence a proceeding to determine whether the problem is being remedied and to determine whether any other action is appropriate.

Electronic Flow Through Rates

For Resale:

PO-2A-1	IMA Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2A-2	GUI Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-1	IMA Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-2	GUI Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>

For Unbundled Loops:

PO-2A-1	IMA Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2A-2	GUI Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-1	IMA Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-2	GUI Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>

For LNP:

PO-2A-1	IMA Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2A-2	GUI Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-1	IMA Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2B-2	GUI Flow-through Eligible LSRs	<i>Electronic Flow-through (Percent)</i>

For UNE-P (POTS):

PO-2A-1	IMA Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>
PO-2A-2	GUI Flow-through LSRs	<i>Electronic Flow-through (Percent)</i>

PO-2B-1 IMA Flow-through Eligible LSRs *Electronic Flow-through (Percent)*
 PO-2B-2 GUI Flow-through Eligible LSRs *Electronic Flow-through (Percent)*

Qwest shall be required to meet a standard for either eligible flow-through (PO-2B-1 & PO-2B-2 aggregated) or actual flow-through (PO-2A-1 & PO-2A-2 aggregated). If Qwest misses the standard for both PO-2B and PO-2A, it shall pay payments on the measure in which it performed closer to the relevant standard.

The following table sets out the relevant standard for measuring acceptable levels of actual flow-through (PO-2A) and flow-through eligible orders (PO-2B).

Flow-through Orders (PO-2A)	January <u>2002</u>	July <u>2002</u>	January <u>2003</u>	July <u>2003</u>
Resale	70%	80%	85%	85%
Unbundled Loops	50%	60%	70%	75%
LNP	70%	80%	85%	85%
UNE-P (POTS)	50%	65%	80%	85%

Flow-through Eligible Orders (PO-2B)	January <u>2002</u>	July <u>2002</u>	January <u>2003</u>	July <u>2003</u>
Resale	80%	90%	95%	95%
Unbundled Loops	60%	70%	80%	85%
LNP	80%	90%	95%	95%
UNE-P (POTS)	60%	75%	90%	95%

The relevant payment shall be computed on a quarterly basis and shall take the performance on the better of the eligible flow through orders (PO-2B) or actual orders to flow through (PO-2A) and apply a \$75,000 payment for each 2.5% that the relevant measurement differs from the standard. This payment shall not exceed \$600,000 per submeasure (resale, unbundled loop, LNP, UNEP). By way of illustration, the payment table for eligible flow through orders for resale for beginning January, 2002 is:

Resale:	77.5%-79.99%	\$ 75,000
	75.0%-77.49%	\$150,000
	72.5%-74.99%	\$225,000
	70.0%-72.49%	\$300,000
	67.5%-69.99%	\$375,000
	65.0%-57.49%	\$450,000
	62.5%-64.99%	\$525,000
	below 62.49%	\$600,000

Change Management Requirements

PO-16 *Release Notification on Time (Calendar Days)*

For failing to notify competitors of the first announcement on time, Qwest shall pay a payment of \$200/per day. For failing to notify competitors of subsequent release dates (i.e., the final requirements and final release notes), Qwest shall pay a payment of \$50/day.

GA-7 *Timely Outage Resolution following Software Releases (Percent)*

Failure to resolve software outages within 48 hours shall result in a \$100,000 payment by Qwest for each additional 48 hours out of service.

PO-18(CPAP) *Interface Versions Availability (Percent)*

A failure to reinstate a pulled version that had not been available for 6 months within 24 hours shall result in a \$50,000 payment, with half of the payment going to the CLEC who brings the complaint and the other half going into the Special Fund.

APPENDIX B

**(PERFORMANCE INDICATOR DEFINITIONS – TO BE SUPPLIED BY
QWEST)**