

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

June 28, 2002

IN RE:	)	
	)	
DOCKET TO ESTABLISH GENERIC	)	DOCKET NO.
PERFORMANCE MEASUREMENTS,	)	01-00193
BENCHMARKS AND ENFORCEMENT	)	
MECHANISMS FOR BELL SOUTH	)	
TELECOMMUNICATIONS, INC.	)	

**AMENDED FINAL ORDER GRANTING RECONSIDERATION
AND CLARIFICATION AND SETTING
PERFORMANCE MEASUREMENTS, BENCHMARKS
AND ENFORCEMENT MECHANISMS**

This matter is before the Tennessee Regulatory Authority (“Authority” or “TRA”) for the purpose of establishing performance measurements, benchmarks and enforcement mechanisms to be implemented through interconnection agreements entered into between BellSouth Telecommunications, Inc. (“BellSouth”) and Competing Local Exchange Carriers (“CLECs”) pursuant to 47 U.S.C. § 252. During a regularly scheduled Authority Conference held on April 16, 2002, the Directors voted unanimously to adopt specific performance measurements, benchmarks and enforcement mechanisms which were reflected in an *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* issued by the Authority on May 14, 2002.

This matter came before the Authority at a specially scheduled Conference held on June 18, 2002 for consideration of a *Petition for Stay of Order Setting Performance*

Measurements, Benchmarks and Enforcement Mechanisms and *Motion for Reconsideration* filed by BellSouth; *Motion for Clarification* filed by Brooks Fiber Communications of Tennessee, MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc.; and the *Motion for Clarification/Reconsideration* filed by the CLEC Coalition. This Amended Final Order sets forth the Performance Measurements and Enforcement Mechanisms adopted by the Authority and replaces the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* issued by the Authority on May 14, 2002.

Background and Definitions

In 1995, the General Assembly enacted the Tennessee Telecommunications Act of 1995 (the “1995 Act”), which significantly altered the manner in which Tennessee regulated public utilities.¹ The passage of the 1995 Act reflected a new policy in Tennessee telecommunications regulation that encouraged greater competition for local telecommunications services and eased certain traditional regulatory constraints on local telephone companies.²

Congress adopted a similarly pro-competitive policy a year later with the passage of the Telecommunications Act of 1996 (the “1996 Act”). The 1996 Act fundamentally restructured local telephone markets by ending the monopoly of local service held by the incumbent Bell operating companies.³ Congress designed the 1996 Act to “open[] all telecommunications markets to competition,” by establishing “a pro-competitive, deregulatory national policy framework” that sought to eliminate the barriers that CLECs faced

¹ See 1995 Tenn. Pub. Acts, ch. 408; Tenn. Code Ann. § 65-5-201 *et seq.*

² See *BellSouth Telecommunications, Inc. v. Greer*, 972 S.W.2d 663, 666 (Tenn. Ct. App. 1997); Tenn. Code Ann. § 65-4-123.

³ See 47 U.S.C. § 151 *et seq.*; see also *AT&T Corp. v. F.C.C.*, 220 F.3d 607, 611 (D.C. Cir. 2000).

in offering competing local telephone service.⁴

To stimulate effective competition, the 1996 Act requires incumbents to offer CLECs three methods of gaining access to local telephone networks: [1] by selling local telephone services to the CLECs at wholesale rates for resale to end users; [2] by leasing network elements to CLECs on an unbundled basis; and [3] by interconnecting a requesting CLEC's network with their own.⁵ Network elements and interconnection must be offered at "rates, terms, and conditions that are just, reasonable, and nondiscriminatory."⁶ Further, the 1996 Act allows incumbents to enter the long distance market only after satisfying certain statutory conditions, including providing nondiscriminatory access to network elements in accordance with the requirements of 47 U.S.C. §§ 251(c)(3) and 252(d)(1) and receiving the approval of the Federal Communications Commission ("FCC").⁷ "The purpose [of these requirements] is to encourage these locally-dominant companies to open up their local markets to competition while preventing them from curtailing competition in the long-distance market or unfairly leveraging their own entry into that market."⁸

To implement the 1996 Act, Congress sought the assistance of state regulatory agencies. In what has been termed "cooperative federalism,"⁹ Congress partially flooded the existing statutory landscape with specific preempting federal requirements, deliberately leaving numerous islands of State responsibility . . . No generalization can therefore be made about where, as between federal and State agencies, responsibility lies for decisions. The

⁴ *Id.* (quoting S. Conf. Rep. No. 230, 104th Cong., 2d Sess. 1 (1996)).

⁵ *Id.* (citing 47 U.S.C. § 251(c)(2)-(4)).

⁶ 47 U.S.C. § 251(c)(2)(D), (c)(3).

⁷ See 47 U.S.C. § 271. A consent decree arising from a 1982 antitrust suit brought by the Department of Justice permitted incumbents to provide local service in their respective regions, but barred them from providing long distance services. See *SBC Communications, Inc. v. FCC*, 138 F.3d 410, 412 (D.C. Cir. 1998).

⁸ *AT&T Corp. v. U.S. West Communications, Inc.*, No. C98-634WD, 1998 WL 1284190 at * 1 (W.D. Wash. June 4, 1998).

⁹ *Southwestern Bell Telephone Co. v. Connect Communication Corp.*, 225 F.3d 942, 948 (8th Cir. 2000).

areas of responsibility are a patchwork and the dividing lines are sometimes murky ¹⁰

Certain provisions of the 1996 Act, such as those related to arbitrating and approving interconnection agreements, mandate that State commissions apply federal law within their existing State procedural structures.¹¹ In some instances, federal preemption is deferred and conditional, triggered on a case-by-case basis.¹²

The Authority's duty to ensure that the CLECs have nondiscriminatory access to all essential unbundled network element ("UNE") processes, including pre-ordering, ordering, provisioning, maintenance and repair and billing, is cognizable under both state and federal law.¹³ Consistent with this responsibility, the Authority has established cost based UNE rates and arbitrated numerous interconnection agreements between BellSouth and the CLECs.

The purpose of performance measurements, benchmarks and self-effectuating enforcement mechanisms is to provide a mechanism for establishing, assessing and enforcing the level of service BellSouth provides to CLECs to assure nondiscriminatory access to all essential UNEs.¹⁴ Absent nondiscriminatory access to these UNEs, the CLECs' ability to offer Tennessee consumers quality service in a timely manner is limited, thereby thwarting the statutorily mandated policy of fostering competition among telecommunication service providers.

¹⁰ *Bell Atlantic Maryland, Inc. v MCIWorldCom, Inc.*, 240 F.3d 279, 300 (4th Cir. 2001), *rev'd on other grounds sub nom.*, *Verizon Maryland Inc. v. Public Service Comm'n of Maryland*, __U.S.__, 122 S.Ct. 1753, L.Ed.2d __ (2002).

¹¹ See 47 U.S.C. § 252(c), (e); *see also*, e.g., 47 U.S.C. § 251(f) (mandating that State commissions conduct inquiries for the purpose of terminating rural telephone company exemptions); 47 U.S.C. § 332(c)(7) (requiring local zoning boards to apply federal procedural standards in approving the siting of telecommunications towers and facilities).

¹² See, e.g., 47 U.S.C. § 252(e)(5) (directing the FCC to issue an order "preempting the State commission's jurisdiction" over a proceeding if the State commission "fails to act to carry out its responsibility"); 47 U.S.C. § 253(d) (directing the FCC to "preempt the enforcement" of any State statute or regulation that has the effect of denying a carrier the ability to provide any interstate or intrastate telecommunications service).

¹³ See Tenn. Code Ann. §§ 65-4-123, 65-4-124(a) and (b); 47 U.S.C. § 251; Direct testimony of Cheryl Bursh (filed July 16, 2001) p. 4; Direct testimony of David Coon (filed July 16, 2001) pp. 3-4; Direct Testimony of Karen Kinard (filed July 16, 2001) pp. 61-2; Rebuttal testimony of William Taylor (filed August 10, 2001) p. 4.

¹⁴ See Tenn. Code Ann. § 65-4-124(a) and (b).

The performance measurements, benchmarks and enforcement mechanisms adopted herein provide a vehicle for determining whether BellSouth provides nondiscriminatory access to its network elements, one of the requirements that must be satisfied before BellSouth's application to provide interLATA long distance service pursuant to 47 U.S.C. § 271 can be approved. In addition, the performance plan establishes a system of enforcement mechanisms to deter backsliding once BellSouth earns § 271 approval in Tennessee. The performance plan provides a framework for gathering and utilizing all relevant information and includes proper and effective incentives for BellSouth to provide CLECs nondiscriminatory access to its network. In addition, the performance plan provides BellSouth and the CLECs with a stable and enduring reduction in regulatory uncertainty until competitive market forces can substitute for the performance plan. These are the fundamental characteristics of a successful performance plan, which is essential to the rapid and robust evolution of local and long distance competition in Tennessee.

Performance measurements, which are also called metrics or measures, refer to the various elements of BellSouth's UNE processes, including pre-ordering, ordering, provisioning, maintenance and repair and billing, that are measured to glean the data in ways that allow assessment of the levels of service BellSouth provides to CLECs. Performance measurements are evaluated through the use of benchmarks or parity standards which represent levels of service that BellSouth must meet in order to provide nondiscriminatory access to applicable UNEs.

A benchmark is an absolute standard usually related to the amount of time BellSouth takes to perform a particular function and the accuracy with which BellSouth performs. A parity standard is a relative standard that requires BellSouth to provide service to CLECs that

is in parity with the service that BellSouth provides to its retail operations. When parity standards are imposed, both CLEC performance and BellSouth's retail performance must be measured. Enforcement mechanisms provide the means for imposing remedies as incentive for BellSouth to meet the established benchmarks.

A single performance measurement may be broken down into sub-measurements, or components of the aggregate measure, that provide more precise information about performance. This process is called disaggregation. For example, an aggregate measurement of the average installation time for all lines may be broken down into a disaggregated measurement of business and residential lines. Breaking the total of all lines into such categories provides more specific data for measuring performance. The business lines could be further disaggregated by type, such as "Plain Old Telephone Service" (POTS), Centrex, or xDSL, to show levels of service provided for specific products.¹⁵ Disaggregation provides specific information that might otherwise be lost in an aggregate measurement. Thus, disaggregation is useful when trying to pinpoint a problem or in assessing enforcement mechanisms because it ensures that poor performance in one product type is not aggregated with superior service of another unrelated product type. Such aggregation could mask either particular strengths or particular defects in BellSouth's performance.

Certain performance measurements included in the attached exhibits are categorized as "parity by design." A parity by design measure occurs when BellSouth and CLEC orders are processed in a manner that makes it impossible for BellSouth to distinguish between the two, making discrimination impossible.

¹⁵ POTS is an acronym for basic telephone service supplying a standard, single telephone line with no features. Centrex is a business telephone service offering a single line telephone service to individual desks with features. xDSL is a generic digital subscriber line that includes ADSL, asymmetric digital subscriber line, HDSL, high-bit rate digital subscriber line, IDSL, integrated digital subscriber line and SDSL, symmetrical digital subscriber line.

Business rules provide the specifics required to completely understand all aspects of the performance measurements. For example, business rules define exactly when the time periods for measuring intervals begin and end.

Special access is any dedicated line from a customer to interexchange carriers provided by a local telephone company.¹⁶ Its components include local loops, interoffice transport and multiplexing.¹⁷

The Performance Measurements, Benchmarks and Enforcement Mechanisms Ordered in The BellSouth/DeltaCom Arbitration, TRA Docket No. 99-00430¹⁸

Concurrent with the establishment of this docket, the Authority adopted as a base or starting point, the performance measurements, benchmarks and enforcement mechanisms ordered in the BellSouth/DeltaCom Arbitration pursuant to 47 U.S.C. § 252. The performance measurements adopted in the BellSouth/DeltaCom Arbitration included the Service Quality Measurements (SQMs) proposed by BellSouth, with revisions to three measures. The Authority also adopted twenty-six additional performance measurements from the Texas Performance Plan.¹⁹

In the BellSouth/DeltaCom Arbitration, the Authority concluded that all

¹⁶ See Harry Newton, *Newton's Telecom Dictionary*, 640 (Telecom Books 1998); see also Rebuttal testimony of Karen Furbish (filed August 8, 2001) (Attachment 2, entitled: "Measurements & Standards in the Ordering, Provisioning and Maintenance and Repair of Access Service") p. 4.

¹⁷ Rebuttal testimony of Karen Furbish (filed August 8, 2001) p. 4.

¹⁸ *In re Petition for Arbitration of ITC/DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996*, TRA Docket No. 99-00430 (hereinafter "BellSouth/DeltaCom Arbitration").

¹⁹ See *In the Matter of Application of SBC Communications, Inc., Southwestern Bell Telephone Co., Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas*, 15 F.C.C.R. 18,354, 15 FCC Rcd. 18,354, 2000 WL 870853 (*Memorandum Opinion and Order*) (released June 30, 2000) ¶ 427. The final Texas Performance Plan is included in the record of *In Re Petition by ICG Telecom Group, Inc. for Arbitration of Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Docket No. 99-00377. The Arbitrators in the BellSouth/DeltaCom Arbitration took judicial notice of the ICG record without objection by the parties. See *BellSouth/DeltaCom Arbitration (Final Order of Arbitration)* (filed February 23, 2001) pp. 2-3.

measurements should be reported at the Tennessee level and that BellSouth's data should be used for all calculations and measurements.²⁰ BellSouth was also required to provide the CLECs with the raw data and actual values used in calculating BellSouth's reported results.²¹ These data were ordered to be provided in a readily accessible mode, such as the Internet, and be presented in a manner to allow CLECs to manipulate the raw data and create their own reports.

The Authority then adopted specific benchmarks proposed by DeltaCom for measures lacking a BellSouth retail analog. For measures with comparable retail BellSouth analogs, the Authority determined to assess parity by utilizing the Truncated Z testing methodology as proposed by BellSouth with the parameter δ , delta, set to 0.25. The Truncated Z methodology was adopted to assess whether BellSouth is providing service to CLECs at parity with its own retail unit.²²

In the BellSouth/DeltaCom Arbitration, the Authority adopted a two-tiered, self-enforcing remedy plan. Under this plan, payments imposed upon BellSouth for Tier 1 violations are paid directly to the affected CLEC. Assessments for Tier 2 violations are paid directly to the TRA. Tier 1 enforcement mechanism payments are triggered if a standard or benchmark is not achieved and are calculated separately for each individual CLEC. Performance levels that fall below the standard or benchmark for three (3) consecutive

²⁰ See *BellSouth/DeltaCom Arbitration (Final Order of Arbitration)* (filed February 23, 2001) pp. 5-7.

²¹ See *id.*, p. 5.

²² The Truncated Z methodology is a statistical approach to assess performance. The results produced by the methodology are themselves statistical measures. The parameter δ , delta, central to the Truncated Z methodology, is used to determine whether differences in service received by ILEC retail customers relative to CLECs is material, *i.e.*, services are provided at parity. The choice of δ , delta, defines the range of outcomes. For example, if BellSouth provides lower service levels to CLECs it may be judged to be a statistical variation rather than a failure to provide parity. Lower values of δ , delta, require BellSouth to more closely approximate or exceed the level of performance it provides to itself in order to be found to provide parity service to CLECs. Larger values for δ , delta, allow BellSouth greater leeway to provide service at a lower level to the CLECs than itself, while statistically still providing parity service under the Truncated Z methodology. Although a measurement may indicate that BellSouth provided service to a CLEC at a level lower than the quality it provided to itself, this measurement may not imply that BellSouth is not providing service at parity.

months trigger Tier 2 payments. The enforcement plan in the BellSouth/DeltaCom Arbitration was designed to assess payments on a per-measure basis, thus, the assessment is levied regardless of the levels of disaggregation or volume.

In the BellSouth/DeltaCom Arbitration, the Authority adopted an overall cap on enforcement mechanisms of twenty percent (20%) of “Net Returns” using ARMIS data verification of the Tennessee-specific, monetary amount.²³ Upon approval of interLATA authority pursuant to 47 U.S.C. § 271, the overall cap will increase to thirty-six percent (36%) of “Net Return” using ARMIS data for verification of the Tennessee-specific, monetary amount. The Authority, however, approved a waiver provision to relieve BellSouth of its liability under Tier 1 and Tier 2 in cases where BellSouth’s performance failure is caused by circumstances beyond BellSouth’s control.

Travel of This Case

At a regularly scheduled Authority Conference held on February 21, 2001, the Authority opened this docket to develop a common set of performance measurements, benchmarks and enforcement mechanisms to ensure that BellSouth provides nondiscriminatory access to its network elements as required by the Telecommunications Act of 1996.²⁴ Concurrent with the establishment of this docket, the Authority adopted, as a base,

²³ ARMIS is an acronym for Automated Reporting Management Information System. ARMIS reports contain key financial, operational, infrastructural and service quality control information on the largest incumbent local exchange carriers in a standard format.

²⁴ This docket was created, in large part, as a response to a request by BellSouth through its Petition filed in TRA Docket No. 00-00392 (*BellSouth Telecommunications, Inc. Petition to Convene Generic Docket and to Resolve Pending Arbitration Issues*). In that Petition, and in subsequent filings in TRA Docket No. 99-00430, the *BellSouth/DeltaCom Arbitration*, and in this docket, BellSouth expressed its desire that the TRA resolve arbitration issues of performance measurements, benchmarks and enforcement mechanisms in a generic docket, rather than on a piecemeal basis. This docket is in essence an extension of the BellSouth/DeltaCom Arbitration in that the Authority ordered that “[t]hese measures and mechanisms (in DeltaCom) should remain in effect permanently or until this Authority conducts a generic proceeding to adopt permanent performance measures and enforcement mechanisms applicable to all CLECs.” *BellSouth/DeltaCom Arbitration (Interim Order)* (Issued August 11, 2000) p. 12.

the performance measurements, benchmarks and enforcement mechanisms ordered in TRA Docket No. 99-00430, the BellSouth/DeltaCom Arbitration. The Authority appointed Director H. Lynn Greer, Jr. to serve as the Pre-Hearing Officer in this proceeding.

On March 12, 2001, the Executive Secretary issued a Notice requesting comments from all interested parties on the following issues:

1. Should the performance measurements, benchmarks and enforcement mechanisms as adopted be revised? If so, specify what changes should be made and provide supporting rationale.
2. Should a change control process be considered in this docket? If so, provide supporting rationale and details of the process you recommend.

AT&T Communications of the South Central States, Inc. ("AT&T"), ATM-Discount Communications, Inc. ("ATM-Discount"), the CLEC Coalition,²⁵ ACCESS Integrated Networks, Inc. ("ACCESS") and BellSouth filed Comments on April 6, 2001.

At a Pre-Hearing Conference held on May 1, 2001, the Pre-Hearing Officer granted Petitions to Intervene filed by the following parties: ACCESS, the Association of Communications Enterprises, Inc., AT&T, ATM-Discount, BellSouth, Birch Telecom of the South, Inc. ("Birch"), Brooks Fiber Communications of Tennessee, Inc., DIECA Communications d/b/a COVAD Communications Company ("COVAD"), ICG Communications, Inc., MCImetro Access Transmission Services, LLC ("MICmetro"), Mpower Communications Corporation ("Mpower"), NewSouth Communications, Southeastern Competitive Carriers Association ("SECCA"), Time Warner Telecom of the Mid-South, L.P. ("Time Warner") and XO Tennessee, Inc. ("XO").

²⁵ The following providers are members of the CLEC Coalition: AT&T, ACCESS Integrated Networks, Inc., the Association of Communications Enterprises, Birch Telecom of the South, Inc., Brooks Fiber Communications of Tennessee, DIECA Communications d/b/a COVAD Communications Company, ICG Communications, Inc., MCImetro Access Transmission Services, LLC, Mpower Communications Corporation, Time Warner Telecom of the Mid-South, L.P. and XO Tennessee, Inc.

In a May 10, 2002 *Order Establishing Issues and Procedural Schedule* reflecting the proceedings at the May 1st Pre-Hearing Conference, the Pre-Hearing Officer established a procedural schedule and took judicial notice of the record in the BellSouth/DeltaCom Arbitration. Additionally, the issue of change control was eliminated from this proceeding. Finally, the Pre-Hearing Officer encouraged the parties to file joint stipulations on those performance measurements adopted in the BellSouth/DeltaCom Arbitration to which they had no objection. The procedural schedule required the parties to file all pre-filed direct testimony by July 9, 2001 and all pre-filed rebuttal testimony by August 3, 2001.

On June 15, 2001, the Pre-Hearing Officer issued the *Initial Order on Discovery Disputes*. In addition to resolving controversies arising during discovery, the Order modified dates in the procedural schedule requiring all pre-filed direct testimony be filed by July 16, 2001 and all pre-filed rebuttal testimony by August 10, 2001. On July 16, 2001, the CLEC Coalition filed the testimony of Cheryl Bursh and Robert Bell, Ph.D. Birch filed the testimony of Tad Jerret Sauder, COVAD filed the testimony of Thomas E. Allen, ACCESS filed the testimony of Rodney Page, ATM-Discount filed the testimony of Morris "Nick" Harris, Time Warner filed the testimony of Tim Kagele, WorldCom, Inc. filed the testimony of Karen Kinard, and BellSouth filed the testimony of Edward J. Mulrow, Ph.D. and David A. Coon.

On July 31, 2001, the Authority issued a Notice informing the parties that a hearing in this docket was scheduled from August 20 through 24, 2001. BellSouth filed the Rebuttal testimony of David Coon, Edward Mulrow, Ph.D., Ronald Pate and William Taylor, Ph.D. on August 10, 2001. Birch filed the Rebuttal testimony of Tad Jerret Sauder on August 10, 2001. WorldCom, Inc. filed the Rebuttal testimony of Karen Furbish.

On August 10, 2001, KMC Telecom III, Inc. and KMC Telecom V, Inc. filed a *Petition for Limited Intervention*, which was granted by the Pre-Hearing Officer on August 13, 2001. On August 15, 2001, the Pre-Hearing Officer granted US LEC of Tennessee's ("US LEC") *Petition to Intervene*, which was filed on June 28, 2001. Also, on August 15, 2001 the Pre-Hearing Officer granted Mpower's *Motion to Withdraw Petition to Intervene*. Mpower's motion was based on its assertion that it would no longer provide service in Tennessee.

On August 15, 2001 all parties sponsoring witnesses filed a *Motion to Establish Order of Parties and Witnesses*. The Pre-Hearing Officer granted the Motion on August 16, 2001 and established the order of parties and witnesses to be presented at the Hearing. On August 16, 2001, the Pre-Hearing Officer also issued a Notice requiring the parties to complete a Matrix, attached to the Notice, prior to the outset of the Hearing. The Matrix listed performance measurements, benchmarks and enforcement mechanisms adopted in prior TRA Orders. The parties were asked to identify whether they agreed or disagreed with the Baseline Measures included therein and, if not, to propose an alternative.

On August 16, 2001, Broadslate Networks, Inc. ("Broadslate") filed a *Petition to Intervene*. On August 17, 2001, Broadslate filed a *Motion to Submit Direct Testimony*, seeking to file the testimony of John Spilman, Broadslate's Director of Regulatory Affairs and Industry Relations concerning four incidents of purportedly anti-competitive conduct on the part of BellSouth or its agents. BellSouth filed its Response to *Broadslate's Petition to Intervene* and the *Motion to Submit Direct Testimony*. BellSouth opposed both filings.

Hearing on the Merits (August 20 through 23, 2001)

The Hearing in this docket was held before the Directors of the Authority from August 20 through August 23, 2001. The parties in attendance at the Hearing included:

BellSouth Telecommunications, Inc. – **Guy M. Hicks, Esq.**, 333 Commerce Street, 22nd Floor, Nashville, TN 37201-3300 and **Phillip Carver, Esq.** and **R. Douglas Lackey, Esq.**, 675 West Peach Street, Suite 4300, Atlanta, GA 30375;

AT&T Communications of the South Central States, Inc. – **James P. Lamoureux, Esq.**, **William Prescott, Esq.** and **Michael Hopkins, Esq.**, 1220 Peachtree St., N.E., Room 8990, Atlanta, GA 30309;

Time Warner Telecom of the Mid-South, L.P. and NewSouth Communications – **Charles B. Welch, Jr., Esq.**, Farris, Mathews, Brannan, Bobango & Hellen, 618 Church Street, Suite 300, Nashville, TN 37219;

ACCESS Integrated Networks, Inc., ATM-Discount Communications, Inc., Birch Telecom of the South, Inc., Broadslate Networks, Inc., DIECA Communications d/b/a COVAD Communications Company, ICG Communications, Inc., Southeastern Competitive Carriers Association, US LEC of Tennessee, and XO Tennessee, Inc.– **Henry Walker, Esq.**, Boulton, Cummings, Connors & Berry, 414 Union Street, Suite No. 1600, Nashville, TN 37219-8062.

MCIWorldCom – **Susan Berlin, Esq.**, 6 Concourse Parkway, Atlanta, GA 30328.

KMC Telecom III, Inc. and KMC Telecom V, Inc. – **H. LaDon Baltimore, Esq.**, Farrar & Bates, 211 7th Ave., Nashville, TN, 37219.

As a preliminary matter, the Directors granted Broadslate's *Petition to Intervene* and denied its *Motion to Submit Direct Testimony*, finding that the filing was untimely.

At the Hearing, BellSouth presented the following witnesses: William E. Taylor, Ph.D., Ronald M. Pate, David A. Coon and Edward J. Mulrow, Ph.D. Mr. Pate addressed primarily the issues of change management and service request flow-through issues. Dr. Taylor addressed economic issues related to the performance plan adopted in the BellSouth/DeltaCom Arbitration. Mr. Coon testified regarding proposed changes to the performance measurements and enforcement mechanisms adopted in the BellSouth/DeltaCom Arbitration. Dr. Mulrow, a Manager for Ernst & Young, testified on the statistical methodology for determining whether BellSouth is providing parity and BellSouth's proposed penalty calculation.

Rodney Page testified on behalf of ACCESS regarding difficulties ACCESS has experienced in accessing BellSouth's operational support systems. Tad Jerret Sauder testified on behalf of Birch regarding its proposed changes to the performance measures adopted in the BellSouth/DeltaCom Arbitration. Thomas E. Allen, Jr.'s testimony on behalf of COVAD focused on several metrics that he asserted would ensure that providers of digital subscriber line ("DSL") receive nondiscriminatory treatment. Morris Harris testified regarding difficulties with BellSouth's operational support system experienced by ATM-Discount, a local exchange reseller. Tim Kagele testified on behalf of Time Warner, requesting that high capacity special access services provided by BellSouth be incorporated into this docket. Karen Kinard testified on behalf of MCIWorldCom in support of certain changes to the performance measurements adopted in the BellSouth/DeltaCom Arbitration and adopted the testimony of Karen Furbish on special access. Robert Bell, Ph.D., and Cheryl Bursh testified on behalf of AT&T. Dr. Bell proposed changes to the statistical methodology adopted in the BellSouth/DeltaCom Arbitration and Ms. Bursh proposed changes to the enforcement mechanisms adopted in the BellSouth/DeltaCom Arbitration. The CLEC witnesses generally supported the results of the BellSouth/Deltacom Arbitration with some modest revisions.

The Authority adjourned the Hearing upon the completion of all testimony on August 23, 2001. On October 9, 2001, BellSouth, WorldCom, the CLEC Coalition, Birch and Time Warner filed Post-Hearing Briefs.

The Positions of the Parties

A. BellSouth

BellSouth argued that the performance measurements, benchmarks and enforcement mechanisms adopted in the BellSouth/DeltaCom Arbitration require revision in three primary

areas. First, BellSouth asserted that the 1999 SQMs adopted in the BellSouth/DeltaCom Arbitration must be updated, arguing that the Authority should use BellSouth's 2001 SQMs. The 2001 SQMs are enhanced by the inclusion of additional measurements in all categories.²⁶ Second, BellSouth proposed the elimination of a number of performance measurements previously ordered by the Texas Public Service Commission, arguing that the measurements are unnecessary or duplicative and do not reflect changes in BellSouth's definitions and business rules.²⁷ Third, BellSouth sought revision of the enforcement mechanisms adopted in the BellSouth/DeltaCom Arbitration, arguing that those enforcement mechanisms are excessive and are not limited to those "key process measures in areas that affect customers."²⁸ In support of its position, BellSouth maintained that the FCC rejects the argument that all measures used to monitor performance should be included in the enforcement plan.²⁹

²⁶ Direct testimony of David A. Coon (filed July 16, 2001) pp. 1-1 through 1-14.

²⁷ Direct testimony of David A. Coon (filed July 16, 2001) pp. 30-32, 43.

²⁸ Direct testimony of David A. Coon (filed July 16, 2001) pp. 22-23. BellSouth identifies four situations in which it believes that a measurement should not have enforcement mechanisms: (1) where a measurement is duplicative or correlated with other measurements to avoid imposing more than one penalty for the same event; (2) where specific CLEC identification cannot be made (which would preclude Tier 1 enforcement mechanisms); (3) where a measure is diagnostic only; and (4) where the measurement is of a process that is in parity by design.

²⁹ Direct testimony of David A. Coon (filed July 16, 2001) p. 24 (quoting *Application by Bell Atlantic New York for Authorization under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York*, CC Docket No. 99-295, 15 FCC Rcd. 3953, 3989-90, ¶ 439 (Released December 22, 1999) (Memorandum Opinion and Order) ("Bell Atlantic New York Order"). The portion of the paragraph quoted by BellSouth states:

439. We also believe that the scope of performance covered by the Carrier-to-Carrier metrics is sufficiently comprehensive, and that the New York Commission reasonably selected key competition-affecting metrics from this list for inclusion in the enforcement plan. We disagree with commenters who suggest that additional metrics must be added to the plan in order to ensure its effectiveness, and note that the New York Commission has considered and rejected similar arguments. Moreover, we note that the New York Commission has indicated that it will consider adding new metrics, if necessary, in the future. Indeed, in light of the ongoing development of xDSL-related measurements related to xDSL-capable loops in New York, we are not concerned that the APAP [Amended Performance Assurance Plan] does not contain such measurements at present. The New York Commission has stated that it expects to adopt measurements addressing xDSL-capable loops once their development is complete. Accordingly, we expect Bell Atlantic to work with the New York Commission in developing performance measurements for xDSL-capable loops, and to incorporate these measurements into its "Carrier-to-Carrier" reports and the APAP.

BellSouth further proposed that the Authority adopt BellSouth's own Self-Effectuating Enforcement Mechanism Plan ("SEEM"). BellSouth claimed that it has applied its own experience to determine suitable levels of disaggregation to provide a meaningful basis with which to compare CLEC and BellSouth experience.³⁰

Under BellSouth's transaction-based approach, enforcement mechanisms are determined by multiplying BellSouth's fee per affected item (or transaction) by the number of transactions to be remedied. This plan imposed enforcement mechanisms proportional to the number of transactions that suffer sub-par performance. For measurements in which a benchmark applies, BellSouth proposed paying a penalty per transaction multiplied by the number of transactions that missed the mark. For measurements in which retail parity applies, BellSouth proposed applying a formula to the total number of transactions to determine the number of transactions warranting the imposition of a penalty.³¹

BellSouth objected to the magnitude of the enforcement mechanisms adopted in the BellSouth/DeltaCom Arbitration.³² BellSouth contended that the Authority radically adjusted BellSouth's proposed fee schedule based on DeltaCom's proposed payment amounts without taking into account the fundamental differences between the BellSouth and DeltaCom plans in terms of the size of the penalty payments adopted by each plan. BellSouth maintained that payments under the DeltaCom plan were based solely on whether a measurement was missed without regard to the number of transactions involved.³³

³⁰ *Id.*, p. 33.

³¹ *Id.*, pp. 83-84; Exhibit DAC-2, Appendix E. BellSouth also opposes the imposition of enforcement mechanisms for filing late or inaccurate reports. BellSouth does not contest the necessity for an annual auditing process to monitor SQMs and reports, but argues that the cost of audits should be split equally by BellSouth and the CLECs.

³² Comments of BellSouth inserted into the matrix requested by the TRA (filed August 20, 2001) Matrix III and Appendix 4.

³³ Direct testimony of David A. Coon (filed July 16, 2001) pp. 85-86.

In addition, BellSouth asserted that an annual absolute cap on enforcement mechanisms of thirty-six percent (36%) of its net operating revenues resulting from its Tennessee operations, applicable only after interLATA authority is granted, is sufficient to prevent backsliding.³⁴ BellSouth objected to the levels of disaggregation adopted in the BellSouth/DeltaCom Arbitration, particularly the decision to disaggregate all measures to the state level.³⁵ BellSouth contended that many of the metrics are regional and cannot be reported on a state-specific basis.³⁶ BellSouth also took issue with the benchmarks adopted for certain metrics in the BellSouth/DeltaCom Arbitration, arguing that levels of parity are unreasonable.³⁷

BellSouth accepted the use of the Truncated Z statistical methodology for determining parity with the degree of aggregation adopted in the BellSouth/DeltaCom Arbitration. BellSouth argued, however, that the value of δ , delta, was set too low. BellSouth advocated a value of δ , delta, of 1.0. BellSouth requested that the Authority set a value of δ , delta, with the understanding that the value would be reviewed in six (6) months.

Further, BellSouth argued that the TRA lacks the authority to impose the self-effectuating enforcement mechanisms ordered in BellSouth/DeltaCom Arbitration prior to approval under 47 U.S.C. § 271. BellSouth contended that the purpose of enforcement mechanisms is to prevent backsliding after such approval is obtained and stated that it will consent to the imposition of enforcement mechanisms only after § 271 approval. BellSouth challenged the Authority's jurisdiction to impose Tier 1 payments that essentially function as liquidated damages. BellSouth further asserted that the TRA's authority to impose Tier 2

³⁴ *Id.*, pp. 25-27.

³⁵ *Id.*, p. 22.

³⁶ *Id.*, pp. 60-61.

³⁷ *Id.*, p. 71.

enforcement mechanisms is limited by Tennessee statutes, specifically, Tenn. Code Ann. § 65-4-120, which imposes a statutory maximum penalty of fifty dollars (\$50) for each day a public utility fails to comply with a lawful order, judgment, finding, rule or requirement of the Authority.

BellSouth maintained that the CLECs failed to demonstrate the need for performance measurements for special access services. BellSouth argued that key measurements are already provided in the tariffs from which special access services may be obtained.

B. The CLECs

In contrast, the CLECs endorsed most of the performance measurements, benchmarks and enforcement mechanisms adopted in the BellSouth/DeltaCom Arbitration, but sought some additional metrics.³⁸ Maintaining that benchmarks must be set at levels that provide them with a meaningful opportunity to compete, the CLECs proposed approximately fifty (50) benchmarks with all but a few set at ninety five percent (95%) or above.³⁹ The CLECs supported the adoption of the newer, more expansive SQMs used in reports to the Georgia Public Service Commission.⁴⁰ In response to BellSouth's contention that some of the performance measurements should be eliminated as duplicative or correlated with other measures, the CLECs maintained that the existing industry-developed correlation analyses fail to validate correlation between measures,⁴¹ and no proposal to establish correlation should be undertaken until the remedy plan has been in effect for at least six (6) months.⁴²

The CLECs supported the level of disaggregation in the BellSouth/DeltaCom

³⁸ Hearing testimony of Karen Kinard (August 23, 2001) pp. 45-46, 138, 151.

³⁹ *Id.*, pp.143-144.

⁴⁰ Direct testimony of Karen Kinard (filed July 16, 2001) pp. 22, 37.

⁴¹ Direct testimony of Cheryl Bursh (filed July 16, 2001) pp. 10-11; Rebuttal testimony of Cheryl Bursh (filed August 10, 2001) p. 18.

⁴² Rebuttal testimony of Cheryl Bursh (filed August 10, 2001) Attachment E.

Arbitration, but proposed to add several new products to the disaggregation.⁴³ In addition to an annual audit, the CLECs proposed that they each be permitted to request a series of mini-audits of up to two (2) or three (3) per year focused on individual performance measurements or submetrics.⁴⁴

The CLECs favored the use of a Modified Z without aggregation, but would accept the use of the Truncated Z using the aggregation established in the BellSouth/DeltaCom Arbitration.⁴⁵ As to the value of δ , delta, the CLECs supported the δ , delta value of 0.25% adopted in the BellSouth/DeltaCom Arbitration.⁴⁶

The CLECs proposed that the Authority adopt the procedure for calculating Tier 1 remedy payments offered by DeltaCom in the BellSouth/DeltaCom Arbitration in its “Best and Final Offer,” with a few modifications to these remedy payments.⁴⁷ The CLECs contended that Tier 2 enforcement mechanisms should rise proportionately with the severity of BellSouth’s failures and that BellSouth should make higher Tier 2 payments in areas in which the CLECs have a lower market share.⁴⁸

The CLECs asserted that the TRA has the legal authority under the Telecommunications Act of 1996, 47 U.S.C. § 151 *et seq.*, to impose a self-executing remedy plan without BellSouth’s consent.⁴⁹ The CLECs also maintained that the TRA has this authority because BellSouth tariffs approved by the TRA contain self-effectuating

⁴³ Hearing testimony of Karen Kinard (filed August 23, 2001) pp. 46, 151, 185.

⁴⁴ *Id.*, pp. 57, 162.

⁴⁵ Hearing testimony of Robert Bell (filed August 23, 2001) pp. 189-190. The major difference between the Truncated Z and the Modified Z is in the method of aggregation. For those measures for which BellSouth’s performance for the CLECs exceeds (*e.g.*, is better than) parity, the Truncated Z sets the value of that measure to zero or “truncates” it before the aggregation process is carried out. The Modified Z does not. If there were no aggregation, the methods would be the same.

⁴⁶ Hearing testimony of Robert Bell (filed August 23, 2001) p. 191.

⁴⁷ Hearing testimony of Cheryl Bursh (filed August 23, 2001) p. 216.

⁴⁸ Direct testimony of Cheryl Bursh (filed July 16, 2001) pp. 17-19.

⁴⁹ *Id.* p. 25.

performance measures and guarantees. In addition, the 1996 Act requires the TRA to arbitrate issues presented to it by the parties to interconnection agreements. The CLECs further contended that self-executing remedies are necessary to enforce the market opening provisions of 47 U.S.C. § 251 and it is useless to create standards without incentives for BellSouth to abide by them.⁵⁰

The CLECs also proposed that BellSouth pay \$5,000 per day for untimely posting of performance data and reports. In instances where BellSouth provides incomplete or inaccurate performance data and reports, the CLECs contended that BellSouth should pay \$1,000 per day for each day past the original due date that the reports remain uncorrected.⁵¹

The CLECs suggested that the Authority adopt a procedural cap on enforcement mechanisms instead of the absolute cap that BellSouth proposes. They argued that, under an absolute cap, BellSouth could simply calculate its enforcement mechanisms for providing poor service to CLECs as a cost of doing business and after BellSouth reaches its absolute cap, further deterioration in performance becomes irrelevant. Furthermore, the CLECs maintained that an absolute cap would create complexity and ambiguity regarding the apportionment of legitimate remedies among CLECs, and between the CLECs and the State. Under the CLECs' proposal, BellSouth would continue to make Tier 2 payments into an interest-bearing registry or escrow account during any proceedings to challenge the enforcement mechanisms assessed. The Authority would then decide whether, and to what extent, remedies in excess of the procedural cap should be paid. Under the CLECs' plan, a procedural cap would not obviate BellSouth's obligation to continue making Tier 1 payments to individual CLECs.⁵²

⁵⁰ *Id.*, pp. 3-5.

⁵¹ *Id.*, p. 20.

⁵² Direct testimony of Cheryl Bursh (filed July 16, 2001) pp. 21-23.

Both Time Warner and WorldCom agreed on the need for a performance incentive plan for high capacity special access services provided by BellSouth through intrastate and interstate tariffs and that special access services are critical to the development of effective local and interstate competition.⁵³ Each proposed separate performance measurements.

Additional Post-Hearing Filings

In January 23, 2002 correspondence to the Executive Secretary, BellSouth offered to implement the Georgia SQMs in Tennessee. BellSouth stated that to the extent that the Georgia Public Service Commission (“GPSC”) adopted modifications to BellSouth’s SQM, BellSouth would also implement those modifications in Tennessee.

On February 6, 2002, Time Warner filed performance measurements for special access. Time Warner stated that the filing contained a consensus set of performance measurements which CLECs had filed with the FCC and the GPSC as the “Joint Competitive Industry Group Proposal.” On February 6, 2002, BellSouth filed with the Authority a copy of its comments to the Joint Competitive Industry Group Proposal which it had filed previously with the FCC.

In its March 28, 2002 correspondence to the Executive Secretary, BellSouth stated that it had agreed to a change in its Georgia SQMs whereby BellSouth offered to implement in Tennessee the SEEM plan adopted in Georgia.

The April 16, 2002 Authority Conference

During the April 16, 2002 Authority Conference, the Directors considered the adoption of the performance measurements, benchmarks and enforcement mechanisms based

⁵³ Rebuttal testimony of Karen Furbish (filed August 10, 2001) p. 4.

on the record in this docket and Docket No. 99-00430.⁵⁴ During deliberations, an exhibit detailing performance measurements, benchmarks and enforcement mechanisms was considered by the Directors and was attached to the official transcript reflecting the deliberations of April 16, 2002. The Authority adopted a set of performance measurements, benchmarks and enforcement mechanisms that was summarized during the Authority Conference and included in the above mentioned exhibit containing performance measurements, benchmarks and enforcement mechanisms.⁵⁵

As a starting point or base, the Authority used the performance measurements, benchmarks and enforcement mechanisms ordered in TRA Docket No. 99-00430, the BellSouth/DeltaCom Arbitration, which were then modified upon consideration of the evidence and argument presented in this docket.⁵⁶ A majority of the Directors also voted to adopt a six (6) month review of the performance measurements, benchmarks and enforcement mechanisms.⁵⁷ The Directors also voted unanimously to adopt a performance measurement plan for assessing the availability of intrastate special access services. In addition, the Authority directed the parties to submit to the Authority business rules for the adopted measurement “*Percent of Timely Loop Modification/DeConditioning on xDSL Loops*” and proposed revisions to the business rules clarifying the “statistically valid” sampling techniques for the adopted measurement “*Service Order Accuracy*” proposed business rules within ten (10) days of the issuance of an order memorializing the Authority’s rulings.

⁵⁴ *In re Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996*, TRA Docket No. 99-00430 (hereinafter “*BellSouth/DeltaCom Arbitration*”).

⁵⁵ This document was attached to the official transcript of the April 16th Authority Conference and was placed on the TRA website on April 17th.

⁵⁶ *BellSouth/DeltaCom Arbitration (Final Order of Arbitration)* (Issued February 23, 2001); see also (*Order on Reconsideration and Denying Joint Motion*) (Issued June 26, 2001) pp. 7-8.

⁵⁷ Chairman Kyle did not vote with the majority on the ground that she did not support limitations on the parties’ access to the review process. The Chairman favored a review process that would permit the Authority to work with the parties on an as-needed basis.

On April 26, 2002, the CLEC Coalition filed comments on the business rules referred to during the April 16th deliberations. On April 30, 2002, BellSouth filed its proposed business rules. BellSouth filed Comments regarding the business rules on May 10, 2002. On May 7, 2002, the Executive Secretary issued a *Notice* advising the parties that they could file comments in support of their proposed respective business rules by May 10, 2002.

The May 21, 2002 Authority Conference

During a regularly scheduled Authority Conference held on May 21, 2002, the Authority considered of the *Comments of CLEC Coalition* filed on April 26, 2002, BellSouth's proposed business rules filed on April 30, 2002, and *Comments of BellSouth Telecommunications, Inc.* filed May 10, 2002. The Directors voted unanimously adopt the business rule as proposed by BellSouth for the measure of TN-P-14: Percent Timely Loop Modification/Deconditioning. For the measure TN-P-16: Service Order Accuracy, the Authority adopted the language proposed by BellSouth for a statistically valid sampling technique with the following modification. In deriving the appropriate size for each of the samples associated with the different SQM disaggregation categories, the Authority determined that BellSouth shall use the following formula proposed by the CLEC Coalition:
$$N = T^2 \times \text{population variance} \times \text{acceptable error to the negative 2 power}.$$

The Authority determined that, in utilizing this formula, BellSouth shall measure the population variance using all available Tennessee-specific historical data for each SQM category of disaggregation, use one and ninety-six hundredths (1.96) for the value of "T" and five percent (5 %) for the acceptable error. After commenting on the impossibility of creating the logistics for a perfect performance plan, observing that BellSouth controls the underlying data necessary for sampling and has substantial discretionary ability to influence performance

plan results, and noting that CLECs may also influence performance plan results to the detriment of BellSouth, a majority of the Directors⁵⁸ admonished BellSouth and its competitors to conform their discretionary decisions and behavior to the letter and spirit of Tennessee's performance plan, its laws and regulations.

The May 14, 2002 Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms

On May 14, 2002, the Authority issued its *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms*, memorializing its deliberations of April 16, 2002.⁵⁹ In the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms*, the Authority also directed BellSouth to submit a detailed plan to expand the number of products eligible for flow-through as listed in its LSR Flow-Through Matrix, increasing the percent of products eligible from fifty-seven percent (57%) to ninety-five percent (95%). Further, the Order reflected the Authority's decisions that an independent third party auditor conduct annual audits of the data gathering and collection and that BellSouth bear fifty percent (50%) of the costs while the other parties to this action divide equally the remaining costs. The Order also memorialized the decision of a majority of the

⁵⁸ Chairman Kyle did not vote with the majority.

⁵⁹ A document purporting to contain the performance measurements, benchmarks and enforcement mechanisms adopted on April 16, 2002 was attached to the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* as Exhibit A. Due to a clerical error, a document other than the document containing performance measurements, benchmarks and enforcement mechanisms adopted by the Directors on April 16, 2002 was inadvertently attached as Exhibit A. As described below, this error was corrected through an *Erratum to Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* issued on June 10, 2002. A document containing the performance measurements adopted for Special Access Service was attached to the Order as Exhibit B.

Directors initiating a six (6) month review process.⁶⁰

Filings Responding to the Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms

On May 21, 2002, BellSouth filed *BellSouth Telecommunications, Inc. Petition for Stay of Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms Issued May 14, 2002*. BellSouth sought a stay of the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* pending resolution of the *Motion for Reconsideration* it intended to file and any appeals that may be necessary. BellSouth contended that it is unable to comply with the time limits set forth in the Order.

On May 29, 2002, the CLEC Coalition filed *CLEC Coalition Motion for Clarification/Reconsideration*. The CLEC Coalition sought reconsideration of the Authority's decision on payment of the audit. The CLEC Coalition contended that the Authority should order BellSouth to pay the total cost of the audit, as did the Florida and North Carolina Public Service Commissions and others.

On May 29, 2002, Brooks Fiber Communications of Tennessee, MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. filed *WorldCom Motion for Clarification*, arguing that specific metrics, including "ASR Response" and "Days Late" required revision.

⁶⁰ Chairman Kyle did not vote with the majority regarding the review after six (6) months. During the April 16, 2002 Authority Conference, Chairman Kyle stated:

I want to thank the parties involved and our staff for an outstanding job. Of course, there is a lot involved that will need ongoing attention and adjustment. This docket is a step to move toward 271 approval, and I see this as a great benefit to Tennessee consumers. And I want you to know that I'm ready to take steps necessary, steps that are appropriate to work with the parties on adjustments that might be needed from this decision today. I will agree with the motion except for the six-month review. I will work with the parties on an as-needed basis. I think this is a road map for CLECs and expectations for Bell which we can work towards achieving. The resolution of this docket adds clarity and consistency and a smoother path for competition in Tennessee which is the goal of the General Assembly and a goal of mine. I'm here to help when circumstances deem necessary. Thank you.

On May 29, 2002, BellSouth filed its *Motion for Reconsideration*. Therein, BellSouth reiterates the arguments it asserted in its Post-Hearing Brief challenging the Authority's jurisdiction to impose enforcement mechanisms. In addition, BellSouth argues that the enforcement mechanisms violate Article VI, Section 14 of the Tennessee Constitution (the Fifty Dollar Fine Clause). BellSouth also contends that the Authority violated the Open Meetings Act or Sunshine Law, Tenn. Code Ann. § 8-44-101 *et seq.*, on three grounds: (1) that the Directors did not have sufficient time to consider the document containing the performance measurements, benchmarks and enforcement mechanisms handed out during deliberations; (2) the oral motion to adopt performance measurements, benchmarks and enforcement mechanisms was inconsistent with the document containing the performance measurements, benchmarks and enforcement mechanisms handed out during deliberations; and (3) the document containing the performance measurements, benchmarks and enforcement mechanisms adopted at the April 16, 2002 Authority Conference is inconsistent with the document containing performance measurements, benchmarks and enforcement mechanisms that was attached to the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* issued on May 14, 2002.

Further, BellSouth claims that numerous performance metrics adopted by the Authority are correlated so that a failure on one metric necessarily leads to failures on other related metrics. BellSouth contends that the enforcement plan is an "oppressive" system of metrics designed to impose punitive damages on BellSouth that goes beyond the objective to deter backsliding. BellSouth further supports its argument by stating that the Georgia SEEM Plan has seventy-four (74) Tier 1 and ninety-eight (98) Tier 2 measures for which penalties are applied, while the Tennessee Plan has nine hundred and seventy-five (975) Tier 1 and one

thousand and four (1004) Tier 2 measures for which penalties are applied. Furthermore, BellSouth argues that in comparison with the Georgia Plan, the levels of disaggregation adopted in Tennessee are “microscopic.” BellSouth refers to Tennessee’s thirty-six (36) product groupings for Provisioning Metrics, thirty-one (31) product groupings for Maintenance and Repair, and thirty-one (31) product groupings for Ordering Metrics as compared to Georgia’s seven (7) product groupings in each category.⁶¹

BellSouth claims that implementation dates in the Authority’s Order ignore BellSouth’s evidence that the proposed Performance Plan would take three (3) months to implement. BellSouth asserts that the effort involved in making the changes will typically require anywhere from forty-five (45) to two hundred and seventy (270) days to implement.⁶²

BellSouth also takes issue with the timeframe adopted by the Authority for the filing of reports and the submission of payments. The Authority ordered BellSouth to deliver validated reports and payments within thirty (30) days of the close of the reporting month, which BellSouth contends is beyond its systematic capabilities. BellSouth references the forty-five (45) day cycle timeframe approved in Georgia and asks that the Authority adopt a forty-five (45) day cycle time in Tennessee.⁶³ Finally, BellSouth points out that the delta value of 0.25 adopted by the Authority is lower than the comparable values adopted by other states. BellSouth claims that a smaller delta value will “make it appear that BellSouth is not providing service to CLECs at parity with the service BellSouth provides to itself when, in fact, the service is at parity.”⁶⁴

⁶¹ See *BellSouth Telecommunications, Inc.’s Motion for Reconsideration* (filed May 29, 2002) p. 2.

⁶² See *id.*, p. 19-20.

⁶³ See *id.*, p. 23.

⁶⁴ See *id.*, p. 1.

On May 31, 2002, the CLEC Coalition filed *CLEC Response in Opposition to Petition for Stay*, arguing that BellSouth's Petition should be denied because the only argument raised therein, that the Order provided BellSouth with insufficient time to implement its provisions, should be raised in a motion for reconsideration. The CLEC Coalition also asserts that when the Florida Public Service Commission ordered performance measurements, BellSouth was able to implement them in ninety (90) days.

On June 5, 2002, BellSouth responded to the *CLEC Coalition Motion for Clarification/Reconsideration*. BellSouth opposes the CLEC Coalition's request that BellSouth pay for the audit, arguing that most of the southeastern states distributed the cost of the audit just as Tennessee did.

On June 6, 2002, the CLEC Coalition filed its *Response to BellSouth's Motion to Reconsider*. The CLEC Coalition opposes BellSouth's contention that the Authority lacks jurisdiction to impose enforcement mechanisms, arguing that jurisdiction is supported by 47 U.S.C. § 252 as this docket arose from the DeltaCom Arbitration. The CLEC Coalition also observes that BellSouth cited no legal authority for its contention. The CLEC Coalition disputes BellSouth's assertion that the Authority violated the Sunshine Law, Tenn. Code Ann. § 8-44-101 *et seq.* The CLEC Coalition generally approves of the performance measures, benchmarks and enforcement mechanisms adopted by the Authority in its May 14, 2002 Order. The CLEC Coalition argues that BellSouth exaggerates the impact of the Authority's decision by referring to the plan as punitive. The CLEC Coalition contends that the enforcement plan in Tennessee, although different than the plan in Georgia, is similar in scope to the Florida plan that contains eight hundred and thirty (830) Tier 1 enforcement mechanisms and seven hundred and ninety-nine (799) Tier 2 enforcement mechanisms.⁶⁵

⁶⁵ *CLEC Response to BellSouth's Motion to Reconsider* (filed June 6, 2002) pp. 8-9.

On June 7, 2002, BellSouth filed its *Reply to the CLEC Response in Opposition to BellSouth's Petition to Stay*, contesting the CLECs' assertion that the performance measurements, benchmarks and enforcement mechanisms adopted by the Authority are similar to those adopted by the Florida Public Service Commission. BellSouth claims that the two plans differ substantially. Specifically, BellSouth claims that the TRA changed many more of the measures it proposed than did the Florida Commission. BellSouth also contends that in Florida it was not required to report certain measurements on a state-specific basis.

On June 10, 2002, the Executive Secretary issued the *Erratum to Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms*, replacing the incorrect Exhibit A to the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* with the document adopted during the April 16, 2002 Authority Conference. Due to a clerical error, a document other than the document containing performance measurements, benchmarks and enforcement mechanisms that was adopted by the Directors and attached to the official transcript was inadvertently attached to the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* as Exhibit A. The Erratum replaced the incorrect document attached as Exhibit A to the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* with the document that was adopted by the Directors and attached to the official transcript.

The June 11, 2002 Authority Conference

The following matters came before the TRA during a regularly scheduled Authority Conference held on June 11, 2002 for consideration: (1) *BellSouth Telecommunication's Inc.'s Petition for Stay of Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* filed on May 21, 2002; (2) *BellSouth's Motion for Reconsideration* filed on May 29, 2002, and the responses thereto; (3) *WorldCom Motion for Clarification*

filed by Brooks Fiber Communications of Tennessee, MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. on May 29, 2002 and responses thereto; and (4) the *CLEC Coalition Motion for Clarification/Reconsideration* filed on May 29, 2002 and responses thereto.

During the June 11, 2002 Authority Conference, the Directors granted in part BellSouth's *BellSouth Telecommunication's Inc.'s Petition for Stay of Order Setting Performance Measurements, Benchmarks and Enforcement*. The stay was granted until pending the resolution of BellSouth's *Motion for Reconsideration*. The Authority also granted, in part, BellSouth's *Motion for Reconsideration*, the *Motion for Clarification* filed by Brooks Fiber Communications of Tennessee, MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc., and the *CLEC Coalition's Motion for Clarification/Reconsideration*.⁶⁶ At the June 11th Authority Conference, the Authority inquired whether the parties had reviewed the *Erratum to Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* and invited the parties to file comments thereon.⁶⁷

The June 18, 2002 Authority Conference

The following matters came before the TRA during a regularly scheduled Authority Conference held on June 18, 2002 for consideration: (1) BellSouth's *Motion for Reconsideration* filed on May 29, 2002, and the responses thereto; (2) *WorldCom Motion for*

⁶⁶ See Tenn. Code Ann. § 4-5-317 and Tenn. Comp. R. & Reg. 1220-1-2-.20 (contemplating a two-step process in disposing of issues related to granting a request for reconsideration of final orders of the Authority which specifically authorizes agencies to grant petitions for reconsideration in order to set the matter for further proceedings. In granting the motions on June 11, the Authority did not reach the merits of any of the underlying issues, but simply acknowledged that it was taking the opportunity to review its previous decisions and then, at a later proceeding, would decide whether to affirm or modify those decisions.

⁶⁷ BellSouth filed *Comments Regarding the Erratum* on June 14, 2002. Therein, BellSouth asserted that replacement of the incorrect exhibit resolves the issue of whether any of the Directors deliberated changes to the Order following deliberations. The other parties did not file comments regarding the Erratum.

Clarification filed by Brooks Fiber Communications of Tennessee, MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. on May 29, 2002; and (3) the *CLEC Coalition Motion for Clarification/Reconsideration* filed on May 29, 2002.

As to BellSouth's *Motion for Reconsideration*, the Directors unanimously voted to reject BellSouth's contention that the Authority lacks jurisdiction to impose enforcement mechanisms. The Authority found that BellSouth's *Motion for Reconsideration* presented no new facts or arguments, with one exception. The Authority specifically addressed BellSouth's contention that the enforcement mechanisms in this case violate Article Six, Section 14 of the Tennessee Constitution (known as the Fifty Dollar Fines Clause). BellSouth presented no support for its proposition that the Fifty Dollar Fines Clause applies to monetary sanctions imposed by administrative agencies. The Authority found that the Fifty Dollar Fines Clause does not apply to the enforcement mechanisms adopted by the Authority because such mechanisms are remedial. The Authority noted that the Tier 1 enforcement mechanisms, which are paid to the CLECs affected by BellSouth's failure to comply with the performance measurements adopted by the Authority, are intended to provide some manner of compensation to the CLECs for BellSouth's failure to conform to the performance measurements. The Authority further found that the purpose in adopting the Tier 2 enforcement mechanisms, which are payable to the Authority when BellSouth fails to correct a Tier 1 violation for three consecutive months, is to prevent BellSouth from retaining ill-gotten gains resulting from its continued failure to conform to the performance measurements and to ensure compliance with this Order. The self-effectuating, two-tiered structure of the enforcement mechanisms is designed to be prospectively coercive by allowing BellSouth two opportunities to correct the problem before Tier 2 enforcement mechanisms are imposed.

The Authority then addressed that portion of BellSouth's *Motion for Reconsideration*

that contends that the Authority violated the Tenn. Code Ann. § 8-44-101 *et seq.* (the “Sunshine Law”) during the deliberations on April 16, 2002 and in the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms* issued on May 14, 2002. The Authority affirmed the basic principle underlying the Sunshine Law: that public knowledge of the manner in which governmental decisions are made is an essential part of the democratic process. The Authority acknowledged further that it is the policy of this state that the formation of decisions and public policy is public business and shall not be conducted in secret.

Specifically, the Authority addressed BellSouth’s allegation that the Directors must have colluded prior to the deliberations because the Directors did not take sufficient time to consider the exhibit containing performance measurements, benchmarks and enforcement mechanisms before they made their decision. Each of the Directors stated for the record that BellSouth’s contention lacks any factual basis and that there was no collusion prior to, during or after deliberations.⁶⁸ The Directors each stated that they prepared themselves individually prior to deliberations, which is a practice authorized by law. The Authority observed that the Sunshine Law does not specify a particular length of time for consideration of documents distributed during deliberations.

The Authority next considered BellSouth’s contention that the oral motion made during the deliberations was inconsistent with the exhibit containing the performance measurements, benchmarks and enforcement mechanisms adopted by the Directors.⁶⁹ The

⁶⁸ See Transcript from June 18, 2002 Authority Conference, pp. 30-34. Chairman Kyle stated, “I can assure you and assure this body that I did not meet with or discuss this case with the other two Directors, or any other case with the other two Directors. I did not violate the Sunshine Law.” *Id.* at 34.

⁶⁹ BellSouth claimed in its *Motion for Reconsideration* that the Sunshine Law was violated because the oral motion made during deliberations on April 16, 2002 proposed that “BellSouth’s recommended categories and remedy amounts be adopted” but the document containing the performance measurements, benchmarks and enforcement mechanisms adopted by the Authority did not adopt BellSouth’s proposed enforcement mechanisms.

Authority determined that BellSouth's contention lacked any factual basis because the "Categories" used in the document containing the performance measurements, benchmarks and enforcement mechanisms adopted by the Authority are the same as those used in BellSouth's SEEM Plan, with one addition, "data base updates." The Authority further found that the dollar amounts proposed in the fee schedule to BellSouth's SEEM plan are the same as those adopted by the Authority with the above mentioned exception, but are applied differently only because the dollar amounts adopted by the Authority apply to the lowest level of disaggregation. The Authority also rejected BellSouth's claim that the Sunshine Law was violated because the oral motion proposed to impose Tier 2 enforcement mechanisms upon BellSouth's "systematic failure to provide adequate service to the CLEC community," while the document adopted by the Directors applied Tier 2 enforcement mechanisms to single violations of the performance measurements. Specifically, the Authority found that BellSouth's contention is incorrect because the Tier 2 enforcement mechanisms apply only after BellSouth violates a performance measurement for three consecutive months, which constitutes a "systematic" failure to provide adequate service.

As to BellSouth's argument that the document containing performance measurements, benchmarks and enforcement mechanisms adopted by the Directors during the April 16, 2002 Authority Conference and attached to the official transcript was different from the document that was attached as Exhibit A to the *Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms*, the Authority found that the *Erratum to the Order Setting Performance Measurements, Benchmarks and Enforcement Mechanisms*, issued by the Executive Secretary on June 10, 2002, renders BellSouth's argument moot. In reaching this conclusion, the Authority also considered BellSouth's comments on the Erratum filed on Friday, June 14, 2002.

The Authority next deliberated the technical issues raised in BellSouth's *Motion for Reconsideration*. After observing that the Authority had adopted a comprehensive set of measures intended to capture relevant data to accurately measure the level of service BellSouth provides to CLECs in Tennessee, the Authority rejected BellSouth's contention that the plan adopted by the Authority is duplicative and punitive in comparison to the Georgia SEEM plan. A majority of the Directors⁷⁰ noted that there are a total of 76 metrics in the Georgia plan as opposed to 78 in the Tennessee Plan and, depending on the manner in which the products are counted, the levels of disaggregation vary between the two plans at a rate of roughly 555-766 sub-metrics in Georgia and roughly 900-1272 in Tennessee. The same majority determined that allowing the types of aggregation that BellSouth supports in this docket, in conjunction with changes in BellSouth's performance at a more granular level of aggregation, would unreasonably mask especially good or bad wholesale performance. Consistent with the Authority's general concern over and the treatment of cost allocation for regulated multi-state utilities, a majority of the Directors concluded that the Authority's approach in its performance plan appropriately assigns BellSouth's regulatory costs from wholesale operations affected by the Authority's performance plan to BellSouth's wholesale operations in Tennessee.

The Authority then found that the following modifications to the previously adopted performance measurements are necessary in order to achieve more meaningful results.

For TN-OSS-2, a majority of the Directors⁷¹ granted BellSouth's request for reconsideration to the extent that exclusions will include weekend maintenance and the

⁷⁰ Chairman Kyle did not vote with the majority on the issue of reconsideration of BellSouth's metrics.

⁷¹ Chairman Kyle did not vote with the majority.

system RoboTAG will be removed as a level of disaggregation. All other requests for reconsideration of this metric were denied.

For TN-O-1- and O-2, a majority of the Directors⁷² granted BellSouth's request to change state specific reporting to regional reporting. The same majority denied BellSouth's request to modify Tier 1 penalties.

In granting in part BellSouth's motion for reconsideration of the Product Level Disaggregation associated with the Ordering measures TN-O-7, a majority of the Directors⁷³ voted to require the following levels of Product Level Disaggregation:

1. Resold Residence POTS
2. Resold Business POTS
3. Resold Design
4. Resold PBX
5. Resold Centrex/Centrex-like
6. Resold BRI ISDN
7. Resold PRI ISDN
8. Resold DID Trunks
9. UNE Platform
10. 2 wire analog design
11. 2 wire analog non-design
12. UNE Digital Loop Less than DS1
13. UNE DS1
14. UNE DS3 and greater
15. Unbundled ISDN BRI
16. Unbundled ISDN PRI
17. Unbundled ADSL
18. Unbundled HDSL
19. UCL (short and long)
20. LNP
21. INP
22. Other Unbundled Loops Design
23. Other Unbundled Loops Non-Design
24. Unbundled UDC/IDSL loop
25. UNE Switch Port
26. Local Interoffice Transport
27. Local Interconnection Trunks
28. Line Sharing/High Frequency Spectrum UNE
29. Line Splitting/High Frequency Spectrum UNE

⁷² Chairman Kyle did not vote with the majority.

⁷³ Chairman Kyle did not vote with the majority.

30 Enhanced Extended Loops (new eels)
31 Special Access to EELs Conversion

A majority of the Directors⁷⁴ granted in part BellSouth's request to change the levels of disaggregation for measure TN-O-8, consistent with measure TN-O-7. The same majority denied BellSouth's request for reconsideration of Benchmark for partially mechanized LSRs.

For TN-O-9, a majority of the Directors⁷⁵ granted in part BellSouth's request for disaggregation levels consistent with TN-O-7 and TN-O-8 and denied BellSouth's request for reconsideration of Benchmark for partially mechanized and fully mechanized LSRs and all other issues for this measure raised by BellSouth.

As to TN-O-11, a majority of the Directors⁷⁶ granted BellSouth's request for the removal of "Totally mechanized" as a level of disaggregation and reconsidered the disaggregation levels, consistent with Percent Rejected Service Request.

A majority of the Directors,⁷⁷ denied BellSouth's motion to reconsider reporting structure for TN-O-12. The same majority eliminated from the benchmark the provision regarding greater than 95% of calls answered by center within 20 seconds.

The same majority determined that for all provisioning performance metrics :

1. Tier 1 and 2 enforcement mechanisms shall be removed from both the two (2) wire xDSL loops and four (4) wire xDSL loops product categories;
2. The Local Interoffice Trunks product category is replaced with the local interconnection trunks and local interoffice transport product categories. Parity and retail DS1/DS3 interoffice are adopted as retail analogs, respectively;
3. The retail analog for UNE Digital Loops less than DS1 (Dispatch In and Dispatch Out) is changed to retail digital loops less than DS1; and
4. The retail analog for EELs (dispatch) is changed to retail DS1/DS3.

⁷⁴ Chairman Kyle did not vote with the majority.

⁷⁵ Chairman Kyle did not vote with the majority.

⁷⁶ Chairman Kyle did not vote with the majority.

⁷⁷ Chairman Kyle did not vote with the majority.

A majority of the Directors⁷⁸ clarified the Authority's prior decision by explaining that Tier 1 penalties apply to both TN-P-2 and TN-P-3 performance metrics. The same majority determined that the language for the benchmark associated with metrics TN-P-6 and TN-P-7 be clarified to reflect retail analog only, as opposed to the current dual benchmark.

A majority of the Directors⁷⁹ also removed product disaggregation categories other than those comprised of UNE loops from performance metric TN-P-9. For metric TN-P-21: LNP, the same majority implemented BellSouth's proposed elimination of product disaggregation categories, except for the product LNP.

A majority of the Directors⁸⁰ adopted BellSouth's proposed change of the product disaggregation category Interconnection Trunks to Interconnection for billing performance measures. The same majority adopted BellSouth's proposal that parity be set as the retail analog for all affected billing metrics.

A majority of the Directors⁸¹ adopted BellSouth's proposed replacement metrics for TN-B-3 with the following modifications: (1) Tier 1 and Tier 2 enforcement mechanisms will apply to the replacement metrics; and (2) Tier 1 remedies will include CLEC-specific reporting.

A majority of the Directors⁸² removed Tier 1 and Tier 2 enforcement mechanisms from the metrics, TN-B-5, TN-B-6, TN-B-7. The same majority adopted BellSouth's proposed language change, omitting the sentences in the Definition provisions that read "a parity measure is also provided showing completeness of BellSouth messages processed and transmitted via CMDS." The same majority modified the associated product disaggregation

⁷⁸ Chairman Kyle did not vote with the majority.

⁷⁹ Chairman Kyle did not vote with the majority.

⁸⁰ Chairman Kyle did not vote with the majority.

⁸¹ Chairman Kyle did not vote with the majority.

⁸² Chairman Kyle did not vote with the majority.

for each affected Maintenance and Repair metric as follows: (1) delete the word “Dispatch” from Enhanced Extended Loops (EELs) Dispatch; (2) delete Special Access to EELs Conversion, Unbundled 2 wire xDSL Loop and Unbundled 4 wire xDSL Loop; and (3) replace LNP with INP.

A majority of the Directors⁸³ upheld the Authority’s original decision on Metric TN-M&R-1, finding that LMOSD code 7 (Test-ok), LMOS code 8 (ok-in), LMOS code 9 (ok-out), and WFA-NTF (no trouble found) are not exclusions for this measurement. For metric TN-M&R-5, the same majority changed the benchmark to retail analog. For Metric TN-M&R-6, a majority of the Directors⁸⁴ determined to (1) remove the product disaggregation from this measure; and (2) eliminate from the benchmark the provision regarding greater than 95% of calls answered by center within 20 seconds. The same majority removed enforcement mechanisms from Metric TN-M&R-7 because this measure achieves parity by design. According to the majority, the change will make this measure consistent with the treatment by the Georgia and Florida Commissions.

A majority of the Directors⁸⁵ determined not to reconsider the 0.25 value of delta previously adopted. Observing that BellSouth presented no evidence to demonstrate actual experience with any value of delta and that the lack of actual experience with different values of delta was a consideration in the Authority’s original decision, the majority found no justification for reconsideration of the delta value is provided by BellSouth’s Motion.

Turning to implementation dates, a majority of the Directors⁸⁶ ordered the following modifications.⁸⁷ Measures currently in place in Tennessee or other states shall be

⁸³ Chairman Kyle did not vote with the majority.

⁸⁴ Chairman Kyle did not vote with the majority.

⁸⁵ Chairman Kyle did not vote with the majority.

⁸⁶ Chairman Kyle did not vote with the majority.

⁸⁷ These figures are presented in greater detail in Exhibit A, attached hereto.

implemented no later than ten (10) days after the final order is issued.⁸⁸ Measures that require modification for state-specific reporting shall be implemented in ninety (90) days. Measures requiring extensive modification by BellSouth shall be implemented no later than six (6) months from the date the final order is issued. The majority determined that the measures warranting a six (6) month implementation date included those in which the Authority adopted different levels of disaggregation relative to BellSouth's proposal.

Regarding the cost of annual audits, a majority of the Directors⁸⁹ required BellSouth to bear fifty percent (50%) of the audit costs with the remaining fifty percent (50%) borne by all CLECs, rather than those that are parties to this proceeding. The same majority ruled that BellSouth is permitted to recover the CLECs' portion of the audit costs through a non-recurring charge for each local service request submitted to BellSouth.

The majority⁹⁰ determined that BellSouth's request to change the timeframe for filing reports from thirty (30) days to forty-five (45) days was reasonable, and based upon BellSouth's representation that forty-five (45) days is permitted in other states, the majority adopted those changes in the timeframe for reporting that BellSouth requested.

Chairman Kyle did not vote with the majority on the modifications set forth above. After holding her vote on each specific issue until the conclusion of the deliberations, she stated:

I can see that some of that takes in the Georgia plan, but let me state my position. In April, I voted affirmative in the performance measurements document. And in that I said:

I want to thank the parties involved and our staff for an outstanding job. Of course, there is a lot involved that will need ongoing attention and adjustment. This docket is a step

⁸⁸ Observing that BellSouth is already providing data under the measurements on which the ten (10) day implementation date was attached, the majority found that this requirement is not burdensome.

⁸⁹ Chairman Kyle did not vote with the majority.

⁹⁰ Chairman Kyle did not vote with the majority.

to move toward 271 approval, and I see this as a great benefit to Tennessee consumers. And I want you to know that I'm ready to take steps necessary, steps that are appropriate to work with the parties on adjustments that might be needed from this decision today. I will agree with the motion except for the six-month review. I will work with the parties on an as-needed basis. I think this is a road map for CLECs and expectations for Bell which we can work towards achieving. The resolution of this docket adds clarity and consistency and a smoother path for competition in Tennessee which is the goal of the General Assembly and a goal of mine. I'm here to help when circumstances deem necessary. Thank you.

That's what I said at that point, and at this time we've had reconsiderations. I do believe that performance measures is a step towards 271, I am ready to take those necessary steps to enact the goal of the General Assembly.

The FCC has since approved Georgia's 271 application which includes performance measure plans that meet the requirements for ensuring nondiscriminatory access. Such plans can be reviewed when necessary. The FCC has worked hard, and I believe we should take judicial notice of their work. And I also believe that time, money and efforts by the staff will be reserved for more efficient use and ultimately benefiting the consumer.

Therefore, my position and motion is to adopt the Georgia performance plan on an interim basis for six months. We can monitor such plans to see the effect. And should we need to modify or reinstate the Tennessee plan, we can. If the plan is working, we will have benefited all people concerned, especially consumers, and not have created unnecessary measures and will have lost nothing. That is my position for the record.

Chairman Kyle's motion failed for lack of a second.

FINDINGS AND CONCLUSIONS

Standards and Benchmarks for the Measurements and the Methodology for Defining and Calculating Standards and Benchmarks

The comprehensive set of performance measures attached hereto as exhibits have been developed to establish and assess the level of service that BellSouth provides to CLECs to

assure nondiscriminatory access to UNEs.⁹¹ The benchmarks for the performance measurements adopted herein represent levels of service that BellSouth must achieve in order to meet the requirement of nondiscriminatory access.⁹²

The performance measurements adopted by the Authority, attached to this Order as Exhibits A and B, shall be used to evaluate whether BellSouth is providing nondiscriminatory access to its network. The Authority declined to adopt some of the additional metrics proposed by the CLECs because they are duplicative of those included in the 2001 SQMs proposed by BellSouth. Nevertheless, standards, business rules, and disaggregation levels proposed by the CLECs have been incorporated into certain measurements. BellSouth's business rules are adopted, with the modifications included in Exhibit A.

The Authority's Order in the BellSouth/DeltaCom Arbitration emphasized the necessity of adopting standards and benchmarks that are specific and measurable.⁹³ Consistent with that finding, the Authority adopts the benchmarks as set forth in Exhibit A, that represent those from the BellSouth/DeltaCom Arbitration adjusted in some cases to the most stringent benchmarks that have been adopted in other BellSouth states. The primary goal of these benchmarks is to prevent CLECs operating in Tennessee from receiving service inferior to that which BellSouth provides to itself or CLECs operating in other states. Achievement of this goal should assist the state in attracting and retaining technologically advanced and successful CLECs and business customers.

⁹¹ A Tennessee competing carrier that has entered into an interconnection agreement containing language permitting it to seek the incorporation of the performance measurements, benchmarks and enforcement mechanisms adopted herein into that agreement may notify BellSouth and the Authority of its position. A Tennessee competing carrier negotiating an interconnection agreement has an unfettered right, unless it voluntarily agrees otherwise, to have the performance measurements, benchmarks and enforcement mechanisms adopted herein become a part of that agreement.

⁹² See 47 U.S.C. § 251(c)(3).

⁹³ See *BellSouth/DeltaCom Arbitration (Final Order)* (filed February 23, 2001) p. 7.

The Authority further adopts the levels of product disaggregation as provided in Exhibit A. These levels of disaggregation are specific to the type of process, such as pre-ordering, ordering and provisioning. The levels adopted are sufficiently specific to prevent the masking of discrimination by ensuring that poor performance for one product type is not aggregated with superior service of another unrelated product type. BellSouth shall report measurement data at the state level and specific to each CLEC where state and CLEC specificity is required by the measurement. BellSouth shall provide the CLECs with access to the raw data in the electronic medium adopted in the BellSouth/DeltaCom Arbitration.

The Truncated Z methodology is hereby adopted to assess parity for measures with comparable retail BellSouth analogs. The parameter δ , delta, is established at 0.25.⁹⁴

Enforcement Mechanisms

The exercise of this agency's authority to implement self-effectuating enforcement mechanisms is consistent with both state and federal law and is justified in this docket by the unique procedural posture of this case. This docket was opened at the February 21, 2001 Authority Conference as a generic docket in order to establish a uniform set of performance measurements applicable to all interconnection agreements.⁹⁵ In creating this docket, the Authority consolidated TRA Docket Nos. 99-00347 and 00-00392.⁹⁶

⁹⁴ The parties presented no evidence demonstrating that the value set for δ , delta, in the BellSouth/DeltaCom Arbitration, 0.25, was inappropriate. Further, the statistical methodology for determining δ , delta, is so complex that it is very difficult to evaluate the effect of different values of δ , delta, in the absence of actual experience. Therefore, the smaller value, along with the six month review, was chosen to allow for rapid adjustment if the 0.25 value results in an unreasonable standard for BellSouth's performance.

⁹⁵ See *In Re Docket to Establish Generic Performance Measurements for BellSouth Telecommunications, Inc.*, (hereinafter *Performance Measurements Docket*) TRA Docket No. 01-00193 (*Order Consolidating Docket Nos. 99-0000347 and 00-00392 into Docket No. 01-00193 and Docket No. 01-00362*) (filed May 15, 2001) pp. 1, 6.

⁹⁶ See *Third Party Testing of BellSouth Telecommunications Inc.'s Operational Support Systems*, TRA Docket No. 99-00347; *BellSouth Telecommunications, Inc. Petition to Convene Generic Docket and to Resolve Pending Arbitration Issues*, TRA Docket No. 00-00392; see also *Performance Measurements Docket (Order Consolidating Docket Nos. 99-0000347 and 00-00392 into Docket No. 01-00193 and Docket No. 01-00362)* (filed May 15, 2001) p. 6.

Docket No. 00-00392 was commenced upon BellSouth's filing of its *Petition to Convene Generic Docket and to Resolve Pending Arbitration Issues*. In its *Petition*, BellSouth requested the TRA "to convene a generic docket to address performance measurements and enforcement mechanisms for the competing local exchange carrier ("CLEC") industry in Tennessee," and "to resolve issues raised in pending arbitration proceedings concerning performance measurements and enforcement mechanisms by referring those issues to the generic docket."⁹⁷ BellSouth stated further,

In this manner, the Authority can address performance measurements and enforcement mechanisms **in a single proceeding**, rather than on a piecemeal basis, which is consistent with principles of administrative efficiency and reasoned decision making.⁹⁸

In making this request, BellSouth acknowledged that the performance measurements and enforcement mechanisms in the BellSouth/DeltaCom Arbitration "were 'interim' in nature" and "should remain in effect until this Authority conducts a generic proceeding to adopt permanent performance measurements with standards and enforcement mechanisms applicable to all CLECs."⁹⁹

In its request, BellSouth did not suggest that the Authority should postpone or delay action until it received FCC approval pursuant to 47 U.S.C. § 271. Rather BellSouth urged, "The Authority should convene that generic proceeding now."¹⁰⁰ Further, in asking for relief, BellSouth reiterated that the Authority "should refer all issues relating to performance measurements and enforcement mechanisms currently pending in the various arbitrations to this generic docket."¹⁰¹

⁹⁷ See *Performance Measurements Docket (Petition to Convene Generic Docket and to Resolve Pending Arbitration Issues)* (filed May 17, 2000) p. 1.

⁹⁸ *Id.* (Emphasis added).

⁹⁹ *Id.*, p. 2 (BellSouth quoting *BellSouth/DeltaCom Arbitration* (Transcript of April 4, 2000 Proceedings) p. 16).

¹⁰⁰ *Id.*

¹⁰¹ *Id.*, p. 3.

During the Authority Conference on February 21, 2001, the Directors addressed the need for resolving performance measurement and enforcement mechanism issues pending in several dockets. The Authority determined that the establishment of a single set of performance measurements applicable to all interconnection agreements is desirable and that such standard measurements would ensure consistency in the performance measurements applicable to all CLECs. The Authority also found that the adoption of an ongoing performance measurement program with built-in enforcement mechanisms would provide the Authority with a tool to assure that BellSouth was offering nondiscriminatory access to its network in a competitively neutral manner.¹⁰²

At the February 21, 2001 Authority Conference, the Directors discussed the steps necessary to ensure BellSouth's compliance with the performance measurements and unanimously decided to implement these steps in two separate dockets. Specifically, the Authority consolidated Docket No. 99-00347 (*Third Party Testing Of BellSouth's Operational Support Systems*) with Docket No. 00-00392 (*BellSouth Telecommunications, Inc.'s Petition To Convene Generic Docket And To Resolve Pending Arbitration Issues*) to form the single, new docket, No. 01-00193 (*Docket To Establish Generic Performance Measurements, Benchmarks and Enforcement Mechanisms for BellSouth Telecommunications, Inc.*) expressly "for the purpose of establishing generic performance measurements, benchmarks and enforcement mechanisms for BellSouth Telecommunications, Inc."¹⁰³ Further, the Authority ordered that

¹⁰² Transcript of February 21, 2002 Authority Conference, pp. 17-18.

¹⁰³ *Performance Measurements Docket (Order Consolidating Docket Nos. 99-00347 and 00-00392 into Docket No. 01-00193 and Opening Docket No. 01-00362)* (filed May 15, 2001) p. 9. At this same Authority Conference, the Authority convened Docket No. 00-00362 for the purpose of determining whether the Authority could rely on existing data or test results from other states' OSS testing and which tests might be required to be conducted separately in Tennessee.

A single set of standard performance measurements and benchmarks shall be established in Docket No. 01-00193 with those established in Docket No. 99-00430 (*In Re Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996*) being used as the starting point in said determination.¹⁰⁴

The Authority determined that proceedings held in Docket No. 01-00193 would determine any necessary changes to the base measurements, benchmarks and enforcement mechanisms adopted in the BellSouth/DeltaCom Arbitration.

Initially in the BellSouth/DeltaCom Arbitration, BellSouth argued, as it has in this docket, that because it did not agree to proposed enforcement mechanisms in the form of penalties and liquidated damages, the TRA did not have the statutory authority to adopt involuntary, self-effectuating enforcement mechanisms. The Authority, however, specifically found that it had the authority to arbitrate and therefore to impose enforcement mechanisms.¹⁰⁵

During their April 4, 2000 deliberations in the BellSouth/DeltaCom Arbitration, the Directors, acting as Arbitrators pursuant to 47 U.S.C. § 252, unanimously voted to adopt performance measurements and benchmarks with enforcement mechanisms, which were to “be treated as proxy measurements and enforcement mechanisms.”¹⁰⁶ The Directors stated, “Should this Authority adopt generic measurements and enforcement mechanisms in another proceeding, those will replace the proxies adopted in this proceeding.”¹⁰⁷ The August 11, 2000 Order in the BellSouth/DeltaCom Arbitration memorializing the Authority’s actions stated specifically:

the Arbitrators find that the interconnection agreement should include performance measures and enforcement mechanisms. These measures and

¹⁰⁴ *Id.*

¹⁰⁵ See *BellSouth/DeltaCom Arbitration (Interim Order)* (filed August 11, 2000) p. 12.

¹⁰⁶ *Id.* (Transcript of April 4, 2000 Proceedings) p. 18.

¹⁰⁷ *Id.*

mechanisms should remain in effect permanently or until this Authority conducts a generic proceeding to adopt permanent performance measures and enforcement mechanisms applicable to all CLECs.¹⁰⁸

The enforcement measures adopted in this docket arise out of the BellSouth/DeltaCom Arbitration, are based on the same authority as that exercised in the BellSouth/DeltaCom Arbitration and are consistent with state law.

Without a system of enforcement mechanisms, this agency cannot fulfill its obligation under both state and federal law to ensure that CLECs are able to compete in Tennessee. Performance measurements, without enforcement mechanisms to provide explicit, concrete consequences for unsatisfactory performance, are virtually meaningless. Accordingly, the Authority adopts a transaction-based remedy plan consisting of Tier 1 and Tier 2 enforcement mechanisms. Tier 1 enforcement mechanisms, payable to the CLECs, are triggered if a benchmark or analog is not achieved at the lowest level of disaggregation. Tier 2 enforcement mechanisms, payable to the Authority, are triggered if performance falls below the established benchmark for three (3) consecutive months.¹⁰⁹ BellSouth's proposed categories and remedy amounts are adopted, with the inclusion of "database updates" as a category as set forth in Exhibit A.¹¹⁰

Tier 2 enforcement mechanisms represent a designated payment to the state resulting from BellSouth's systemic failure to provide adequate service to the CLEC community.¹¹¹

¹⁰⁸ *Id.* (Interim Order) (filed August 11, 2000) p. 12. BellSouth moved for reconsideration of the Interim Order, but did not challenge the TRA's authority to establish enforcement mechanisms. Instead, BellSouth asked the Authority to reconsider its decision on the ground that it did not want to be required to put SQMs into place on an "interim basis" while the Authority was in the process of considering the establishment of performance measurements, benchmarks and enforcement mechanisms in a generic docket. *BellSouth's Motion for Reconsideration and Clarification* (filed August 28, 2000) p. 17.

¹⁰⁹ The performance measurements included in Exhibits A and B are limited to those determined to be truly customer impacting. Measurements that are truly diagnostic or are parity by design carry no enforcement mechanisms.

¹¹⁰ The enforcement mechanisms apply to the lowest level of disaggregation for each measurement. This differs from BellSouth's SEEM plan in which the measurements are reaggregated before enforcement mechanisms apply.

¹¹¹ Tier 2 enforcement mechanisms apply only after BellSouth violates a performance measurement for three (3) consecutive months.

Accordingly, the Tier 2 enforcement mechanisms rendered in this generic docket are mandatory and not subject to negotiation by parties. While a CLEC may negotiate Tier 1 enforcement mechanisms that differ from those ordered in this docket in order to gain favorable concessions from BellSouth, BellSouth shall continue measuring performance to that particular CLEC regardless of the agreement reached between the parties.¹¹² Tier 2 enforcement mechanisms, which evaluate the overall service provided to all CLECs, cannot be calculated without such data for all CLECs, even those entering into separate agreements with BellSouth as to Tier 1 payments. Moreover, the continued requirement of collecting performance data for a CLEC opting out of Tier 1 payments still gives BellSouth the incentive to provide adequate service to that particular CLEC due to the presence of Tier 2 enforcement mechanisms.

BellSouth shall file monthly reports detailing the amount of Tier 1 payments made and/or due for failed performance. This report shall include detailed calculations for each Tier 1 mechanism triggered and paid to each CLEC, the associated benchmark missed and the dollar amounts paid to each CLEC for missing associated benchmarks. The report shall also include detailed calculations for Tier 2 payments triggered due to failed performance. BellSouth shall provide this report to individually affected CLECs and the TRA in conjunction with any and all payments.¹¹³ Reports and payments for failed performance shall be submitted no later than forty-five (45) days after the end of the month to be reported. Enforcement mechanism payments shall be kept separate from other billing practices. A “bill and keep” approach is prohibited.

¹¹² The continued measuring and reporting of performance after a negotiated settlement shall be consistent with this Order and its Exhibits.

¹¹³ In the event that BellSouth fails to provide timely reports as required herein, the TRA, on its own motion or upon that of the parties, may take appropriate action to require BellSouth to comply with this Order.

The overall cap on enforcement mechanism payments shall be equal to twenty percent (20%) of BellSouth's "net return" using ARMIS data verification. The cap shall increase to thirty-six percent (36%) after BellSouth receives approval of interLATA authority pursuant to 47 U.S.C. § 271.¹¹⁴

The waiver process adopted in the BellSouth/DeltaCom Arbitration is adopted here. This includes a provision to relieve BellSouth of its liability for Tier 1 and Tier 2 enforcement mechanisms in cases when BellSouth's performance failure is caused by circumstances beyond BellSouth's control.¹¹⁵

Special Access Services

The same rationale for establishing performance measurements for UNE processes supports the establishment of performance measurements for special access services. Monitoring special access services will promote competition, prevent discrimination in both local and long distance markets and provide BellSouth with an incentive to maintain high levels of service after it receives approval under 47 U.S.C. § 271. The Directors adopt the performance measurements for Special Access Services attached hereto as Exhibit B.

Audits

Annual audits of the data gathering and collection process shall be conducted by an independent third party auditor. The initial audit shall commence twelve (12) months from the date the Authority issues this Order. BellSouth shall bear fifty percent (50%) of the audit costs with the remaining fifty percent (50%) borne by all CLECs conducting business in this

¹¹⁴ The potential exists for the cap to be reached and BellSouth's conduct thereafter to deteriorate. In the event of such an occurrence, the TRA, on its own motion or upon that of the parties, may take appropriate action to require BellSouth to comply with the performance measurements provided in this Order.

¹¹⁵ If BellSouth withholds payment due under the enforcement mechanisms adopted herein on the ground that its failure to conform to this Order was due to circumstances beyond its control and, after notice and a hearing, the Authority, upon its own motion or that of an interested party, subsequently determines that BellSouth did not act not in good faith in pursuing the waiver process, the Authority may take appropriate action.

state. BellSouth may recover the CLECs' portion of the audit costs through a non-recurring charge for each local service request submitted to BellSouth.

Dates of Implementation

Measures currently in place in Tennessee or other states shall be implemented no later than ten (10) days after the date this Order is issued. Because BellSouth is already providing data under the measurements on which the ten (10) day implementation date is attached, this requirement necessarily is not burdensome. Measures in place that require modification for state-specific reporting shall be implemented within ninety (90) days of the date this Order is issued. Measures requiring extensive modification by BellSouth shall be implemented no later than six (6) months from the date that the final order is issued. Measures warranting a six (6) month implementation date are those in which the Authority made significant changes to the performance measurements other than state specificity. The Exhibits attached hereto reflect the specific implementation dates for each metric adopted by the Authority.

Six Month Review

In recognition that the telecommunications environment continues to evolve and the needs of the parties may change, the Authority adopts a review process to evaluate and appropriately revise, if necessary, the performance measurements, benchmarks and enforcement mechanisms, including the overall cap, adopted herein. The initial review shall commence six (6) months from the date that the full complement of measures is reported. Subsequent reviews shall be conducted annually from the date this Order is issued. During the review process, the Authority will solicit comments from the parties regarding the efficacy of the performance measurements, benchmarks and enforcement mechanisms.

IT IS THEREFORE ORDERED THAT:

1. The performance measurements, benchmarks and enforcement mechanisms set forth in Exhibit A (attached hereto) are hereby adopted and shall be implemented as stated in Exhibit A. The time for calculating each of the implementation dates included in Exhibit A shall commence from the date of this Order.

2. BellSouth shall file monthly reports detailing the amount of the Tier 1 and Tier 2 payments made and/or due for failed performance and the associated benchmarks missed. Reports and payments for failed performance shall be submitted no later than forty-five (45) days after the end of the month to be reported.

3. The performance measurements for special access set forth in Exhibit B are hereby adopted. The time for calculating each of the implementation dates included in Exhibit B shall commence from the date of this Order.

4. BellSouth shall submit to the Authority a detailed plan to expand the number of products eligible for flow-through as listed in its LSR Flow-Through Matrix within ninety (90) days from the date of this Order.

5. The Authority shall retain an independent third party auditor to conduct annual audits of the data gathering and collection process adopted herein. BellSouth shall pay fifty percent (50%) of the cost of the audit. The remaining fifty percent (50%) of the costs of the audit shall be borne by all CLECs conducting business in this state. BellSouth may recover the CLECs' portion of the audit costs through a non-recurring charge for each local service request submitted to BellSouth as outlined in Exhibit A.

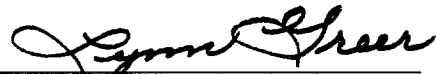
6. Six months from the date that the full complement of measures is reported, the Authority shall convene proceedings to review the efficacy of the performance measurements, benchmarks and enforcement mechanisms adopted herein.

7. The business rule as proposed by BellSouth for the measure of TN-P-14: Percent Timely Loop Modification/Deconditioning is adopted. For the measure TN-P-16: Service Order Accuracy, the language proposed by BellSouth for a statistically valid sampling technique is adopted with the following modification. In deriving the appropriate size for each of the samples associated with the different SQM disaggregation categories, BellSouth shall use the following formula proposed by the CLEC Coalition: $N = T^2 \times \frac{\text{population variance}}{\text{acceptable error}^2}$. In utilizing this formula, BellSouth shall measure the population variance using all available Tennessee-specific historical data for each SQM category of disaggregation, use one and ninety-six hundredths (1.96) for the value of "T" and five percent (5 %) for the acceptable error.

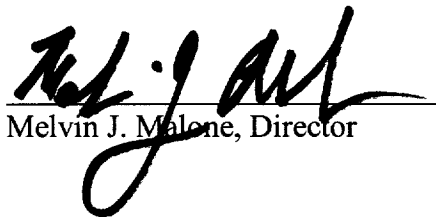
8. Any party aggrieved by the decision of the Authority has the right to judicial review by filing a Petition for Review in the United States District Court as provided for in 47 U.S.C. §252(e)(6).

* * * * *

Sara Kyle, Chairman

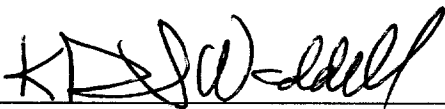


H. Lynn Greer, Jr., Director



Melvin J. Malone, Director

ATTEST:

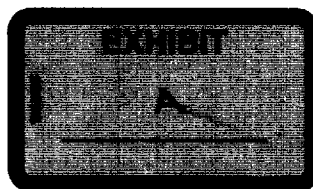


K. David Waddell, Executive Secretary

¹¹⁶ During the June 18, Authority Conference, Chairman Kyle reconsidered her vote in favor of the performance measurements, benchmarks and enforcement mechanisms, as reflected in the May 14, 2002 Order and voted against the adoption of the performance measurements, benchmarks and enforcement mechanisms as set forth in this order and in favor of the Georgia performance measurements and benchmarks submitted by BellSouth that has been approved by the FCC.

ENFORCEMENT MECHANISM PLAN

- A two-tier enforcement mechanism program comprised of Tier-1 payments paid directly to the CLEC and Tier-2 payments paid directly to the Authority. Tier-1 enforcement mechanism payments are triggered if a standard or benchmark is not achieved and Tier-2 payments are triggered if performance falls below the standard or benchmark for three (3) consecutive months. (Months do not have to be within the same quarter). These mechanisms are to become effective ten (10) days after the measurement implementation date.
- The timeframe for filing reports and submitting payments to CLEC and/or the Authority will be forty-five (45) day cycle.
- Tier-1 penalties will apply as follows:
 - TN-PO-1&2 Loop Make Up Response Time (manual and electronic)
 - TN-O-1 Acknowledgement Message Timeliness
 - TN-O-2 Acknowledgement Message Completeness
 - TN-O-4 Percent Flow-through Detail (Tier I only)
 - TN-O-8 Reject Interval
 - TN-O-9 Firm Order Confirmation Timeliness
 - TN-O-10 Service Inquiry with LSR FOC Response Time Manual
 - TN-O-11 Firm Order Confirmation and Reject Response Completeness
 - TN-D-1 Average Database Update Interval
 - TN-P-1 Mean Held Order Interval & Distribution Intervals (with the exception of
 - TN-P-2 Average Jeopardy Notice Interval
 - TN-P-3 Percentage of Orders Given Jeopardy Notices
 - TN-P-4 Percent Missed Installation Appointment
 - TN-P-5 Percent Completions/Attempt without notice or with less than 24 hours notice
 - TN-P-6 Average Completion Interval
 - TN-P-7 Order Completion Interval Distribution
 - TN-P-8 Average Completion Notice Interval
 - TN-P-9 Coordinated Customer Conversion Interval
 - TN-P-10 Coordinated Customer Conversions- Hot Cut Timeliness
 - TN-P-12 Hot Cut Conversions Percentage of Provisioning Troubles Received within 7 days
 - TN-P-13 Cooperative Acceptance Testing- DSL
 - TN-P-14 Percent of Timely Loop Modification/Conditioning on DSL Loops Tested
 - TN-P-15 Percentage of Provisioning Troubles within 30 days of Service Order Activity
 - TN-P-16 Service Order Accuracy
 - TN-P-18 LNP Average Time Out of Service for LNP Conversion
 - TN-P-19 Percent of Time BellSouth Applies the 10-digit Trigger Prior to LNP Order Due Date
 - TN-P-20 Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9 Hour Timer
 - TN-P-21 LNP Percent Missed Installation Appointments



Enforcement Mechanism Plan

- TN-B-1 Invoice Accuracy
 - TN-B-2 Mean Time to Deliver Invoice
 - TN-B-3 Percent Daily Usage Feed Errors Corrected in X Business Days
 - TN-B-3A Percent Billing Errors Corrected in “X” Days
 - TN-B-4 Usage Data Delivery Accuracy
 - TN-B-8 Recurring Charge Completeness
 - TN-B-9 Non-Recurring Charge Completeness
 - TN-M&R-1 Missed Repair Appointments
 - TN-M&R-2 Customer Trouble Report Rate
 - TN-M&R-3 Maintenance Average Duration
 - TN-M&R-4 Percent Repeat Troubles w/in 30 days
 - TN-M&R-5 Out of Service > 24 Hours –
 - TN-M&R-6 Average Answer Time-Repair Center
 - TN-C-1 Average Response Time
 - TN-C-2 Average Arrangement Time
 - TN-C-3 Percent of Due Dates Missed
 - TN-TGP-2 Trunk Group Performance CLEC Specific (Tier I only)
- Tier-2 enforcement mechanisms will apply to all measures that carrier Tier-1 enforcement (unless otherwise noted) mechanisms as well as:
 - TN-OSS-1 Average Response Time and Response Interval
 - TN-OSS-2 Interface Availability Regional Level
 - TN-OSS-3 Interface Availability Maintenance and Repair
 - TN-OSS-4 Response Interval Maintenance and Repair
 - TN-O-3 Percent Flow-through Summary
 - TN-O-12 Speed of Answer in Order Center
 - TN-D-2 Percent Database Update Accuracy
 - TN-D-3 Percent NXXs and LRNs Loaded by LERG Effective Date
 - TN-TGP-1 Trunk Group Performance Aggregate
 - The categories and dollar amounts for Tier-1 and Tier-2 enforcement mechanisms are adopted from BellSouth’s proposed SEEM with the addition of “Database Update” as a category.

Enforcement Mechanism Plan

Liquidated Damages Table For Tier-I Measures						
(Paid directly to CLEC)						
			Per Transaction			
Tier-1						
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Pre-Ordering	\$20	\$30	\$40	\$50	\$60	\$70
Ordering	\$40	\$50	\$60	\$70	\$80	\$90
Provisioning	\$100	\$125	\$175	\$250	\$325	\$500
Provisioning UNE (coordinated customer conversion)	\$400	\$450	\$500	\$550	\$650	\$800
Maintenance and Repair	\$100	\$125	\$175	\$250	\$325	\$500
Maintenance and Repair UNE	\$400	\$450	\$500	\$550	\$650	\$800
LNP	\$150	\$250	\$500	\$600	\$700	\$800
Billing	\$1	\$1	\$1	\$1	\$1	\$1
Database Updates	\$40	\$50	\$60	\$70	\$80	\$90
IC Trunks	\$100	\$125	\$175	\$250	\$325	\$500
Collocation	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Tier-2 Measures						
(Paid directly to the TRA)						
	Per Transaction					
OSS Pre-Ordering	\$20					
Ordering	\$60					
Provisioning	\$300					
Provisioning UNE (coordinated customer conversion)	\$875					
Maintenance and Repair	\$300					
Maintenance and Repair UNE	\$875					
Billing	\$1					
LNP	\$500					
Database Updates	\$60					
IC Trunks	\$500					
Collocation	\$15,000					

Enforcement Mechanism Plan

- Enforcement Mechanisms will be assessed when the benchmark or standard is not met for the lowest level of disaggregation and apply to all affected transactions in the category of disaggregation that failed to meet the benchmark or standard. In the event that the transaction amount can not be determined BellSouth is to use the average transaction level.
- BellSouth is to provide to individually affected CLECs and the TRA an itemized list of all enforcement mechanisms paid and their corresponding metric, in conjunction with any and all payments. Cycle time for the submitting of payments is forty-five (45) days.
- An overall cap of twenty (20%) of “Net Return” using ARMIS data verification of the Tennessee-specific, monetary amount.
- An overall cap of thirty-six (36%) of “Net Return” after § 271 approval, using ARMIS data for verification of the Tennessee-specific, monetary amount.
- BellSouth will be allowed to pursue a waiver request within fifteen (15) calendar days, in the event of a force majeure; the Telecommunications Act of 1996; or State law; an act that is in bad faith; and non-BellSouth problems associated with third-party systems of equipment.

Audits

An independent third party, chosen by the Authority with input from BellSouth and the CLECs, will conduct an annual audit, beginning six months after implementation of the total plan and then for one year thereafter, relating to the accuracy of performance data and reporting procedures. The costs of the audit should be borne 50% by BellSouth and 50% by the CLECs, not just those party to this proceeding, because benefits of the audit will be realized by all CLECs. To accomplish this objective, BellSouth should recover the CLECs' portion of the audit costs through a non-recurring charge for each local service request submitted to BellSouth. This system of cost recovery should apportion audit costs to CLECs in an equitable manner based on the benefits received.

In further detail, after the projected costs of the initial audit are determined, these costs should then be divided by the annual number of projected local service requests to develop the amount to be recovered per request for the upcoming year. Each succeeding year, the projected audit costs will be adjusted (trued-up) for the difference in the actual amount recovered by BellSouth and the preceding year's projected audits costs. Under this method of recovery, BellSouth will need to amend its permanent price tariff to reflect the rate additive necessary to recover fifty percent (50%) of the audit costs. Tariff rates reflecting the audit costs will be subject to review and approval by the Authority.

Tennessee (TN)-OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)¹

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

None

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number of accesses which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

Average Response Time = c ÷ d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

¹ Derived from BellSouth SQM OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering). See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 1-1 through 1-5.

Tennessee (TN)-OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

Disaggregation

- RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.
- RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system.
- ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system.
- COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.
- DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.
- HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system.
- P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.
- OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.

Benchmark

Parity + 2 seconds

Enforcement Mechanism

Tier-2

Implementation Date

Ten (10) days after Final Order

TN-OSS-2: Interface Availability (Pre-Ordering/Ordering)²

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available. When comparing availability to the benchmark, scheduled availability will be defined as 7am-6pm EST.

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.
- Weekend maintenance

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. This systems measured in this calculation will be only those in which the CLECs have direct hands on access: TAG, EDI, LENS. All outages reported to BellSouth that in turn are posted to the Interconnection website (www.interconnection.bellsouth.com) under the change control process will constitute an outage and will be recorded in this measure. When comparing availability to the benchmark, scheduled availability will be defined as 7am-6pm EST.

Calculation

Interface Availability (Pre-Ordering/Ordering) = $(a \div b) \times 100$

- a = Functional Availability
- b = Scheduled Availability.

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Tennessee State Specific

Disaggregation

- EDI
- TAG
- LENS

² Derived from BellSouth SQM OSS-2: Interface Availability (Pre-Ordering/Ordering). See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 1-6 through 1-7.

TN-OSS-2: Interface Availability (Pre-Ordering/Ordering)

Benchmark

99.5% during peak hours (7am-6pm EST.)

Enforcement Mechanism

Tier-2

Implementation Date

Six months after Final Order

TN-OSS-3: Interface Availability (Maintenance & Repair)³

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available. Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application. Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Interface Availability $(a \div b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Tennessee State Specific

³ Derived from BellSouth SQM OSS-3: Interface Availability (maintenance and repair). See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 1-8 through 1-9.

TN-OSS-3: Interface Availability (Maintenance & Repair)

Disaggregation

- BellSouth TAFI
- CLEC TAFI
- CLEC ECTA
- BellSouth & CLEC
 - CRIS
 - LMOS HOST
 - LNP
 - MARCH
 - OSPCM
 - PREDICTOR
 - SOCS

Benchmark

99.5%

Enforcement Mechanism

Tier-2

Implementation Date

Ninety (90) after Final Order

TN-OSS-4: Response Interval (Maintenance & Repair)⁴

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c ÷ d) X 100

- c = Number of Response Intervals in category "X"
 - d = Number of Queries Submitted in the Reporting Period
- where, "X" is ≤4, >4 ≤10, ≤10, > 10, or >30 seconds

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

⁴ Derived from BellSouth SQM OSS-4: Response Interval (maintenance and repair). See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 1-10 through 1-11.

TN-OSS-4: Response Interval (Maintenance & Repair)

Disaggregation

- CRIS
- DLETH
- DLR
- LMOS
- LMOSupd
- LNP
- MARCH
- OSPCM
- Predictor
- SOCS
- NIW

Benchmark

Parity with Retail

Enforcement Mechanism

Tier-2

Implementation Date

Ten (10) days after Final Order.

TN-PO-1: Loop Makeup - Response Time – Manual⁵

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays (New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the CRSB distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSB. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Makeup Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

⁵ Derived from BellSouth SQM PO-1: Loop Make-up Manual. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 1-12 through 1-13.

TN-PO-1: Loop Makeup - Response Time – Manual

Percent within interval = $(e \div f) \times 100$

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - Tennessee State Specific
- Interval for manual LMUs:
 - 0 – ≤1 day
 - >1 – ≤ 2 days
 - >2 – ≤ 3 days
 - 0 – ≤ 3 days
 - >3 – ≤ 6 days
 - >6 – ≤ 10 days
 - > 10 days
- Average Interval in days

Disaggregation

Loops

Benchmark

95% in 3 Business Days

Enforcement Mechanism

Tier-1

Tier-2

Implementation

Ten (10) days after Final Order.

TN-PO-2: Loop Make Up - Response Time - Electronic⁶

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries
- Designated Holidays (New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) are excluded from the interval calculation
- Canceled Requests
- Scheduled OSS Maintenance

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces. Note: The Loop Makeup Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

⁶ Derived from BellSouth SQM PO-2: Loop Makeup Electronic. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 1-14 through 1-15.

TN-PO-2: Loop Make Up - Response Time - Electronic

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - Tennessee State Specific
- Interval for electronic LMUs:
 - 0 – ≤ 1 minute
 - >1 – ≤ 5 minutes
 - 0 - ≤ 5 minutes
 - > 5 ≤ 8 minutes
 - > 8 ≤ 15 minutes
 - >15 minutes
- Average Interval in minutes

Disaggregation

Loops

Benchmark

95% in 1 Minute

Enforcement Mechanism

Tier-1

Tier-2

Implementation Date

Ten (10) days after Final Order.

TN-O-1: Acknowledgement Message Timeliness⁷

Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance

Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission, which will receive the acknowledgement message. EDI users may place multiple LSRs in one “envelope” requesting service in one or more states, which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth’s side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth’s side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the “Aggregator”, however, BellSouth will not be able to determine which specific CLEC or state this message represented.

Calculation

Response Interval = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c ÷ d)

- c = Sum of all Response Intervals
- d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

⁷ Derived from BellSouth SQM O-1: Acknowledge Message Timeliness. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 2-1 through 2-2.

TN-O-1: Acknowledgement Message Timeliness

Reporting Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Regional
- Electronically Submitted LSRs:
 - 0 – ≤ 10 minutes
 - > 10 – ≤ 20 minutes
 - > 20 – ≤ 30 minutes
 - 0 – ≤ 30 minutes
 - > 30 – ≤ 45 minutes
 - > 45 – ≤ 60 minutes
 - > 60 – ≤ 120 minutes
 - > 120 minutes
- Average interval for electronically submitted messages/LSRs in minutes

Disaggregation

- EDI
- TAG

Benchmark

- EDI - 95% within 30 minutes
- TAG - 95% within 30 minutes

Enforcement Mechanism

Tier-1
Tier-2

Implementation Date

Ten (10) days after Final Order.

TN-O-2: Acknowledgement Message Completeness⁸

Definition

This measurement provides the percent of transmissions/LSRs received via EDI or TAG respectively, which are acknowledged electronically.

Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator". However, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/ LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = $(a \div b) \times 100$

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively.

Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Regional

Note: The Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

Disaggregation

- EDI
- TAG

⁸ Derived from BellSouth SQM O-2: Acknowledge Message Completeness. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 2-3 through 2-4.

TN-O-2: Acknowledgement Message Completeness

Benchmark

100%

Enforcement Mechanism

Tier-1

Tier-2

Implementation Date

Ten (10) days after Final Order.

TN-O-3: Percent Flow-Through Service Requests (Summary)⁹

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs that are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXX requested, the CLEC will receive an Auto-Clarification.

⁹ Derived from BellSouth SQM O-3: Percent Flow-Through Service Requests (Summary). See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 2-5 through 2-7.

TN-O-3: Percent Flow-Through Service Requests (Summary)

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1.) Complex* 2.) Special pricing plans 3.) Some partial migrations 4.) New telephone number not yet posted to BOCRIS 5.) Pending order review required 6.) CSR inaccuracies such as invalid or missing CSR data in CRIS 7.) Expedites (requested by the CLEC) 8.) Denials-restore and conversion, or disconnect and conversion orders 9.) Class of service invalid in certain states with some types of service 10.) Low volume such as activity type "T" (move) 11.) More than 25 business lines, or more than 15 loops 12.) Transfer of calls option for the CLEC end users 13.) Directory Listings (Indention and Captions).

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a \div [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

Percent Achieved Flow Through = $a \div [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
- Tennessee State Specific

TN-O-3: Percent Flow-Through Service Requests (Summary)

Disaggregation

- Residence
- Business
- UNE
- LNP

Benchmark

- Residence 95%
- Business 90% (95% within 3 months)
- UNE 85% (90% within 3 months, 95% within 6 months)
- LNP 85% (90% within 3 months, 95% within 6 months)

Benchmarks do not apply to the "Percent Achieved Flow Through."

Enforcement Mechanism

Tier-2

Implementation Date

Ninety (90) days after Final Order

TN-O-4: Percent Flow-Through Service Requests (Detail)¹⁰

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

¹⁰ Derived from BellSouth SQM O-3: Percent Flow-Through Service Requests (Detail). See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 2-8 through 2-10.

TN-O-4: Percent Flow-Through Service Requests (Detail)

1.) Complex* 2.) Special pricing plans 3.) Some partial migrations 4.) New telephone number not yet posted to BOCRIS 5.) Pending order review required 6.) CSR inaccuracies such as invalid or missing CSR data in CRIS 7.) Expedites (requested by the CLEC) 8.) Denials-restore and conversion, or disconnect and conversion orders 9.) Class of service invalid in certain states with some types of service 10.) Low volume such as activity type "T" (move) 11.) More than 25 business lines, or more than 15 loops 12.) Transfer of calls option for the CLEC end users 13.) Directory Listings (Indentions and Captions).

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a \div [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

Percent Achieved Flow Through = $a \div [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

TN-O-4: Percent Flow-Through Service Requests (Detail)

Report Structure

Provides the flow through percentage for each CLEC operating in Tennessee (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC operating in Tennessee for Tennessee orders (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

This report is to only contain Tennessee specific information

Disaggregation

- Residence
- Business
- UNE
- LNP

Benchmark

- Residence 95%
- Business 90% (95% within 3 months)
- UNE 85% (90 % within 3 months, 95% within 6 months)
- LNP 85% (90% within 3 months, 95% within 6 months)

Benchmarks do not apply to the "Percent Achieved Flow Through."

Enforcement Mechanism

Tier-1

Implementation Date

Ninety (90) days after Final Order

TN-O-5: Flow-Through Error Analysis¹¹

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier).

Calculation

Total for each error type.

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count

This report should contain Tennessee specific information.

Disaggregation

Not Applicable

Enforcement Mechanism

Not Applicable

Implementation Date

Ninety (90) days after Final Order

¹¹ Derived from BellSouth SQM O-5: Flow-Through Error Analysis. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 2-11 through 2-12.

TN-O-6: CLEC LSR Information¹²

Definition

A list with the flow through activity of LSRs by CC, PON and Version issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs that are submitted manually (for example, fax and courier).

Calculation

NA

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Version
- Timestamp
- Type
- Err #
- Note or Error Description
- Tennessee State Specific

This report should contain Tennessee specific information

¹² Derived from BellSouth SQM O-6: CLEC LSR Information. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 2-13 through 2-16.

TN-O-6: CLEC LSR Information

Disaggregation

Not Applicable

Benchmark

Not applicable; however, BellSouth is to submit a plan to increase flow-through eligibility to 95% or more products.

Enforcement Mechanism

Not Applicable

Implementation Date

Improvement Plan outlining how and when more products will be eligible for flow-through due, as well as the measure with state specific information, 90 days from date of Order.

TN-O-7: Percent Rejected Service Requests¹³

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified
- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: An LSR is considered “rejected” when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG, LNP Gateway and LAUTO) and is returned to the CLEC without manual intervention.

There are two types of “Rejects” in the Mechanized category: A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An Auto Clarification occurs when a valid LSR is electronically submitted but rejected from LESOG or LAUTO because it does not pass further edit checks for order accuracy. Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and “falls out” for manual handling. It is then put into “clarification” and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and “clarified” (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

¹³ Derived from BellSouth SQM O-7: Percent Rejected Service Requests. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 2-17 through 2-18.

TN-O-7: Percent Rejected Service Requests

Calculation

Percent Rejected Service Requests = $(a \div b) \times 100$

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - Tennessee State Specific
- Product Specific Percent Rejected
- Total Percent Rejected

Disaggregation

Fully Mechanized, Partially Mechanized, and Non-Mechanized

1. Resold Residence POTS	18. Unbundled ADSL
2. Resold Business POTS	19. Unbundled HDSL
3. Resold Design	20. UCL (short and long)
4. Resold PBX	21. INP
5. Resold Centrex/Centrex-like	22 Local Interconnection Trunks
6. Resold BRI ISDN	23 Other Unbundled Loops Design
7. Resold PRI ISDN	24. Other Unbundled Loops Non-Design
8. Resold DID Trunks	25 Unbundled UDC/IDSL loop
9. LNP	26 UNE Switch Port
10. UNE Platform	27 Local Interoffice Transport
11. 2 wire analog design	28 Line Sharing/High Frequency Spectrum UNE
12. 2 wire analog non-design	29 Line Splitting/High Frequency Spectrum UNE
13. UNE Digital Loop Less than DS1	30 Enhanced Extended Loops (new eels)
14. UNE DS1	31 Special Access to EELs Conversion
15. UNE DS3 and greater	
16. Unbundled ISDN BRI	
17. Unbundled ISDN PRI	

Benchmark

Not Applicable

Enforcement Mechanism

Not Applicable

Implementation Date

Six months from Final Order

TN-O-8: Reject Interval¹⁴

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified
- Designated Holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation: Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM From 7:00 PM Saturday until 7:00 AM Monday Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM From 6:00 PM Friday until 8:00 AM Monday

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation. The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours. In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- For ASRs processed in the Local Interconnection Service Center (LISC), weekends and holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) are excluded from the calculation. The exclusion of weekends begins at 12:01 AM Saturday until 12:00 midnight Sunday. Holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) are excluded from 12:01 AM until midnight.
- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in EDI, TAG or LENS). Auto Clarifications are considered in the Fully Mechanized category.

¹⁴ Derived from BellSouth SQM O-8: Reject Interval. See David Coon Direct Testimony, submitted July 16,2001, Exhibit DAC-1 pp. 2-19 through 2-21.

TN-O-8: Reject Interval

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LENS, EDI, or TAG.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC. **Non-Mechanized:** The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c ÷ d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Reject Interval Distribution = (e ÷ f) X 100

- e = Service Requests Rejected in Interval
- f = Total Service Requests Rejected in the Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- Geographic Scope
 - Tennessee State Specific
- Fully Mechanized:
 - 0 - ≤ 4 minutes
 - > 4 - ≤ 8 minutes
 - > 8 - ≤ 12 minutes
 - > 12 - ≤ 60 minutes
 - 0 - ≤ 1 hour
 - > 1 - ≤ 4 hours
 - > 4 - ≤ 8 hours
 - > 8 - ≤ 12 hours
 - > 12 - ≤ 16 hours
 - > 16 - ≤ 20 hours
 - > 20 - ≤ 24 hours
 - > 24 hours

TN-O-8: Reject Interval

- Partially Mechanized:

- 0 - $\leq$ 1 hour
 - > 1 - $\leq$ 4 hours
 - > 4 - $\leq$ 8 hours
 - > 8 - $\leq$ 10 hours
 - 0 - $\leq$ 10 hours
 - > 10 - $\leq$ 18 hours
 - 0 - $\leq$ 18 hours
 - > 18 - $\leq$ 24 hours
 - > 24 hours

- Non-mechanized:

- 0 - $\leq$ 1 hour
 - > 1 - $\leq$ 4 hours
 - > 4 - $\leq$ 8 hours
 - > 8 - $\leq$ 12 hours
 - > 12 - $\leq$ 16 hours
 - > 16 - $\leq$ 20 hours
 - > 20 - $\leq$ 24 hours
 - 0 - $\leq$ 24 hours
 - > 24 hours

- Trunks:

- =4 days
 - > 4 - $\leq$ 8 days
 - > 8 - $\leq$ 12 days
 - > 12 - $\leq$ 14 days
 - > 14 - $\leq$ 20 days
 - > 20 days

TN-O-8: Reject Interval**Disaggregation**

Fully Mechanized, Partially Mechanized, Non-Mechanized, Interconnection Trunks

1. Resold Residence POTS
2. Resold Business POTS
3. Resold Design
4. Resold PBX
5. Resold Centrex/Centrex-like
6. Resold BRI ISDN
7. Resold PRI ISDN
8. Resold DID Trunks
9. LNP
10. UNE Platform
11. 2 wire analog design
12. 2 wire analog non-design
13. UNE Digital Loop Less than DS1
14. UNE DS1
15. UNE DS3 and greater
16. Unbundled ISDN BRI
17. Unbundled ISDN PRI
18. Unbundled ADSL
19. Unbundled HDSL
20. UCL (short and long)
21. INP
22 Local Interconnection Trunks
23 Other Unbundled Loops Design
24. Other Unbundled Loops Non-Design
25 Unbundled UDC/IDSL loop
26 UNE Switch Port
27 Local Interoffice Transport
28 Line Sharing/High Frequency Spectrum UNE
29 Line Splitting/High Frequency Spectrum UNE
30 Enhanced Extended Loops (new eels)
31 Special Access to EELs Conversion

Benchmark

- Fully Mechanized 97% within 1 hour
- Partially Mechanized 95% within 5 hours
- Non-Mechanized 95% within 24 hours
- Interconnection Trunks 95% within 36 hours

Enforcement Mechanism

Tier-1

Tier-2

Implementation Date

Six months after Final Order

TN-O-9: Firm Order Confirmation Timeliness¹⁵

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays(New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation: Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM From 6:00 PM Friday until 8:00 AM Monday. The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours. In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- For ASRs processed in the Local Interconnection Service Center (LISC), all hours outside of Monday - Friday, 8:00-4:30 CST, should be excluded.
- Scheduled OSS Maintenance

Business Rules

- Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

¹⁵ Derived from BellSouth SQM O-9: Firm Order Confirmation Timeliness. *See David Coon Direct Testimony*, submitted July 16,2001, Exhibit DAC-1 pp. 2-22 through 2-24.

TN-O-9: Firm Order Confirmation Timeliness

- Non-Mechanized: The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt

Average FOC Interval = (c ÷ d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
 - CLEC Specific
 - CLEC Aggregate
- Geographic Scope
 - Tennessee State Specific
- Fully Mechanized:
 - 0 - ≤ 15 minutes
 - > 15 - ≤ 30 minutes
 - > 30 - ≤ 45 minutes
 - > 45 - ≤ 60 minutes
 - > 60 - ≤ 90 minutes
 - > 90 - ≤ 120 minutes
 - > 120 - ≤ 180 minutes
 - 0 - ≤ 3 hours
 - > 3 - ≤ 6 hours
 - > 6 - ≤ 12 hours
 - > 12 - ≤ 24 hours
 - > 24 - ≤ 48 hours
 - > 48 hours

TN-O-9: Firm Order Confirmation Timeliness

- Partially Mechanized:

- 0 - $\leq$ 4 hours
- > 4 - $\leq$ 8 hours
- > 8 - $\leq$ 10 hours
- 0 - $\leq$ 10 hours
- > 10 - $\leq$ 18 hours
- 0 - $\leq$ 18 hours
- > 18 - $\leq$ 24 hours
- 0 - $\leq$ 24 hours
- > 24 - $\leq$ 48 hours
- > 48 hours

- Non-Mechanized:

- 0 - $\leq$ 4 hours
- > 4 - $\leq$ 8 hours
- > 8 - $\leq$ 12 hours
- > 12 - $\leq$ 16 hours
- > 16 - $\leq$ 20 hours
- > 20 - $\leq$ 24 hours
- > 24 - $\leq$ 36 hours
- 0 - $\leq$ 36 hours
- > 36 - $\leq$ 48 hours
- > 48 hours

- Trunks:

- 0 - $\leq$ 5 days
- > 5 - $\leq$ 10 days
- 0 - $\leq$ 10 days
- > 10 - $\leq$ 15 days
- > 15 - $\leq$ 20 days
- > 20 days

TN-O-9: Firm Order Confirmation Timeliness**Disaggregation**

Fully Mechanized, Partially Mechanized, Non-Mechanized, Interconnection Trunks

1. Resold Residence POTS
2. Resold Business POTS
3. Resold Design
4. Resold PBX
5. Resold Centrex/Centrex-like
6. Resold BRI ISDN
7. Resold PRI ISDN
8. Resold DID Trunks
9. LNP
10. UNE Platform
11. 2 wire analog design
12. 2 wire analog non-design
13. UNE Digital Loop Less than DS1
14. UNE DS1
15. UNE DS3 and greater
16. Unbundled ISDN BRI
17. Unbundled ISDN PRI
18. Unbundled ADSL
19. Unbundled HDSL
20. UCL (short and long)
21. INP
22 Local Interconnection Trunks
23 Other Unbundled Loops Design
24. Other Unbundled Loops Non-Design
25 Unbundled UDC/IDSL loop
26 UNE Switch Port
27 Local Interoffice Transport
28 Line Sharing/High Frequency Spectrum UNE
29 Line Splitting/High Frequency Spectrum UNE
30 Enhanced Extended Loops (new eels)
31 Special Access to EELs Conversion

Benchmark

- Fully Mechanized 95% within 1 hour
- Partially Mechanized 95% within 5 hours
- Non-Mechanized 95% within 24 hours
- Interconnection Trunks 95% within 48 hours

Enforcement Mechanism

Tier-1

Tier-2

Implementation Date

Six months after Final Order.

TN-O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual¹⁶

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests
- For ASRs processed in the Local Interconnection Service Center (LISC), all hours outside of Monday - Friday, 8:00 - 4:30 CST, should be excluded.
- Scheduled OSS Maintenance

Business Rules

This measurement combines four intervals:

1. From receipt of Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of SI/LSR in the LCSC to Firm Order Confirmation.

Calculation

FOC Timeliness Interval = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c ÷ d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e ÷ f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

¹⁶ Derived from BellSouth SQM O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 2-25 through 2-26.

TN-O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response

Time Manual

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - Tennessee State Specific
- Intervals
 - 0 – ≤ 3 days
 - > 3 – ≤ 5 days
 - 0 – ≤ 5 days
 - > 5 – ≤ 7 days
 - > 7 – ≤ 10 days
 - > 10 – ≤ 15 days
 - > 15 days
- Average Interval measured in days

Disaggregation

ADSL, HDSL, UCL, IDSL (UDC), Interoffice Transport

Benchmark

95% within 5 days

Enforcement Mechanism

Tier-1

Tier-2

Implementation Date

Six months after final Order

TN-O-11: Firm Order Confirmation and Reject Response Completeness¹⁷

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Scheduled OSS Maintenance

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for manual handling by the LCSC personnel.

Non-Mechanized – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions: Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

¹⁷ Derived from BellSouth TN-O-11: Firm Order Confirmation and Reject Response Completeness. See David Coon Direct Testimony, submitted July 16,2001, Exhibit DAC-1 pp. 2-27 through 2-28.

TN-O-11: Firm Order Confirmation and Reject Response Completeness

Calculation

Firm Order Confirmation/Reject Response Completeness = $(a \div b) \times 100$

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent.
- b = Total Number of Service Requests Received in the Report Period

Firm Order Confirmation/Reject Response Completeness (Single Response) = $[(a + b) \div c] \times 100$

- a = Total Number of Single Firm Order Confirmations Per LSR Version
- b = Total Number of Single Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Responded to in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- Tennessee State Specific
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

TN-O-11: Firm Order Confirmation and Reject Response Completeness**Disaggregation**

Fully Mechanized, Partially Mechanized, Non-Mechanized

1. Resold Residence POTS
2. Resold Business POTS
3. Resold Design
4. Resold PBX
5. Resold Centrex/Centrex-like
6. Resold BRI ISDN
7. Resold PRI ISDN
8. Resold DID Trunks
9. LNP
10. UNE Platform
11. 2 wire analog design
12. 2 wire analog non-design
13. UNE Digital Loop Less than DS1
14. UNE DS1
15. UNE DS3 and greater
16. Unbundled ISDN BRI
17. Unbundled ISDN PRI
18. Unbundled ADSL
19. Unbundled HDSL
20. UCL (short and long)
21. INP
22 Local Interconnection Trunks
23 Other Unbundled Loops Design
24. Other Unbundled Loops Non-Design
25 Unbundled UDC/IDSL loop
26 UNE Switch Port
27 Local Interoffice Transport
28 Line Sharing/High Frequency Spectrum UNE
29 Line Splitting/High Frequency Spectrum UNE
30 Enhanced Extended Loops (new eels)
31 Special Access to EELs Conversion

Benchmark

95% returned

Enforcement Mechanism

Tier-1

Tier-2

Implementation Date

Six months after final order

TN-O-12: Speed of Answer in Ordering Center¹⁸

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC or CWINS. The clock stops when a BellSouth service representative in the LCSC or CWINS answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) or Customer Wholesale Interconnection Services Center (CWINS) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = $(a \div b)$

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

- CLEC
 - Local Carrier Service Center
 - Customer Wholesale Interconnection Network Services Center (formerly the UNE Center) (Provisioning).
- BellSouth
 - Business Service Center
 - Residence Service Center

Disaggregation

Aggregate

- CLEC
 - Local Carrier Service Center
 - Customer Wholesale Interconnection Network Services Center (formerly the UNE Center) (Provisioning).
- BellSouth
 - Business Service Center
 - Residence Service Center

¹⁸ Derived from BellSouth SQM O-12: Speed of Answer in Ordering Center. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 2-29 through 2-30.

TN-O-12: Speed of Answer in Ordering Center

Benchmark

100% of calls answered within 30 seconds.

Enforcement Mechanism

Tier-2

Implementation Date

Six months after final order

TN-P-1: Mean Held Order Interval & Distribution Intervals¹⁹

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date at the close of the reporting period. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the ≥ 90 -day interval are also included in the ≥ 15 -day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.). Order types may be N, C or T.
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders.

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) or Sundays. CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of ≥ 15 days and ≥ 90 days. (Orders counted in ≥ 90 days are also included in ≥ 15 days).

¹⁹Derived from BellSouth SQM P-1: Mean Held Order Interval & Order Completion Interval Distribution. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-1 through 3-3.

TN-P-1: Mean Held Order Interval & Distribution Intervals

Calculation

Mean Held Order Interval = $a \div b$

- a = Sum of held-over-days for all Past Due Orders with a BellSouth Missed Appointment from the earlier BellSouth Missed Appointment.
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = $(c \div d) \times 100$

- c = # of Orders Held for ≥ 15 days or # of Orders Held for ≥ 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout $< 10, \geq 10$ (except trunks)
- Tennessee State Specific

Benchmark

Parity with BellSouth retail

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months after Final Order

Product Disaggregation and Retail Analogs for TN-P-1: Mean Held Order Interval & Distribution Intervals

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	UNE Platform – Dispatch In	Retail residence and business
10	UNE Platform – Dispatch Out	Retail residence and business
11	2-Wire Analog Design – Dispatch In	Retail residence and Business Dispatch
12	2-Wire Analog Design – Dispatch Out	Retail residence and Business Dispatch
13	2-Wire Analog Non-Design – Dispatch In	Retail residence and Business Dispatch
14	2-Wire Analog Non-Design – Dispatch Out	Retail residence and Business Dispatch
15	UNE Digital Loop Less than DS1 – Dispatch In	Retail Digital Loops less than DS1
16	UNE Digital Loop Less than DS1 – Dispatch Out	Retail Digital Loops less than DS1
17	UNE DS1	Retail Digital Loop DS1
18	UNE DS3 and greater	Retail Digital Loop DS3 or greater
19	Unbundled ISDN BRI	Retail ISDN BRI
20	Unbundled ISDN PRI	Retail ISDN PRI
21	Unbundled ADSL	ADSL provided to retail
22	Unbundled HDSL	ADSL provided to retail
23	UCL (short and long)	ADSL provided to retail
24	Unbundled 2 wire xDSL Loop	Info only
25	Unbundled 4 wire xDSL Loop	Info only
26	Other Unbundled Loops Design – Dispatch In	Retail residence and business design dispatch
27	Other Unbundled Loops Design – Dispatch Out	Retail residence and business design dispatch
28	Other Unbundled Loops Non-Design – Dispatch In	Retail residence and business design dispatch
29	Other Unbundled Loops Non-Design – Dispatch Out	Retail residence and business design dispatch
30	Unbundled UDC/IDSL loop	Retail ISDN BRI
31	UNE Switch Port	Residence and Business (POTS)
32	Local Interoffice Transport	Retail DS1/DS3
33	Local Interconnection Trunks	Retail DS1/DS3
34	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
35	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
36	Enhanced Extended Loops (EELs) Dispatch	Retail DS1/DS3
37	Special Access to EELs Conversion	Retail Project

TN-P-2: Average Jeopardy Notice Interval

TN-P-3: Percentage of Orders Given Jeopardy Notices²⁰

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders
- Non-Dispatch Orders
- Orders with Jeopardy Notice when jeopardy is identified after 5pm on the due date (technician on premise has attempted to provide service but must refer to Engineering or Cable Repair for facility jeopardy).

Business Rules

The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch, and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Jeopardy Interval = a - b

- a = Date and Time of Jeopardy Notice
- b = Date and Time of Scheduled Due Date on Service Order

Average Jeopardy Interval = c ÷ d

- c = Sum of all jeopardy intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

Percent of Orders Given Jeopardy Notice = (e ÷ f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period)

²⁰Derived from BellSouth SQM P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-4 through 3-6.

TN-P-2: Average Jeopardy Notice Interval

TN-P-3: Percentage of Orders Given Jeopardy Notices

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch Orders
- Mechanized Orders
- Non-Mechanized Orders
- Tennessee State Specific Benchmark:

Benchmark:

TN-P-2: Average Jeopardy Notice Interval: 95% within at least 48 hours of 5:00 p.m. on the commitment date of the order, including all orders whether submitted through mechanized or non-mechanized means.

TN-P-3: Percentage of Orders Given Jeopardy Notices: Parity with BellSouth retail

Enforcement mechanism

TN-P-2: Average Jeopardy Notice Interval

Tier 1 and Tier 2

TN-P-3: Percentage of Orders Given Jeopardy Notices

Tier 1 and Tier 2

Implementation date

Six months after Final Order

Product disaggregation for TN-P-2: Average Jeopardy Notice Interval

No.	Product Level Disaggregation
1	Resold Residence POTS
2	Resold Business POTS
3	Resold Design
4	Resold PBX
5	Resold Centrex/Centrex-like
6	Resold BRI ISDN
7	Resold PRI ISDN
8	Resold DID Trunks
9	UNE Platform – Dispatch In
10	UNE Platform – Dispatch Out
11	2-Wire Analog Design – Dispatch In
12	2-Wire Analog Design – Dispatch Out
13	2-Wire Analog Non-Design – Dispatch In
14	2-Wire Analog Non-Design – Dispatch Out
15	UNE Digital Loop Less than DS1 – Dispatch In
16	UNE Digital Loop Less than DS1 – Dispatch Out
17	UNE DS1
18	UNE DS3 and greater
19	Unbundled ISDN BRI
20	Unbundled ISDN PRI
21	Unbundled ADSL
22	Unbundled HDSL
23	UCL (short and long)
24	Unbundled 2 wire xDSL Loop
25	Unbundled 4 wire xDSL Loop
26	Other Unbundled Loops Design – Dispatch In
27	Other Unbundled Loops Design – Dispatch Out
28	Other Unbundled Loops Non-Design – Dispatch In
29	Other Unbundled Loops Non-Design – Dispatch Out
30	Unbundled UDC/IDSL loop
31	UNE Switch Port
32	Local Interoffice Transport
33	Local Interconnection Trunks
34	Line Sharing/High Frequency Spectrum UNE
35	Line Splitting/High Frequency Spectrum UNE
36	Enhanced Extended Loops (EELs) Dispatch
37	Special Access to EELs Conversion

Product disaggregation and retail analogs for TN-P-3: Percentage of Orders Given Jeopardy Notices

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	UNE Platform – Dispatch In	Retail residence and business
10	UNE Platform – Dispatch Out	Retail residence and business
11	2-Wire Analog Design – Dispatch In	Retail residence and Business Dispatch
12	2-Wire Analog Design – Dispatch Out	Retail residence and Business Dispatch
13	2-Wire Analog Non-Design – Dispatch In	Retail residence and Business Dispatch
14	2-Wire Analog Non-Design – Dispatch Out	Retail residence and Business Dispatch
15	UNE Digital Loop Less than DS1 – Dispatch In	Retail Digital Loops less than DS1
16	UNE Digital Loop Less than DS1 – Dispatch Out	Retail Digital Loops less than DS1
17	UNE DS1	Retail Digital Loop DS1
18	UNE DS3 and greater	Retail Digital Loop DS3 or greater
19	Unbundled ISDN BRI	Retail ISDN BRI
20	Unbundled ISDN PRI	Retail ISDN PRI
21	Unbundled ADSL	ADSL provided to retail
22	Unbundled HDSL	ADSL provided to retail
23	UCL (short and long)	ADSL provided to retail
24	Unbundled 2 wire xDSL Loop	Info only
25	Unbundled 4 wire xDSL Loop	Info only
26	Other Unbundled Loops Design – Dispatch In	Retail residence and business design dispatch
27	Other Unbundled Loops Design – Dispatch Out	Retail residence and business design dispatch
28	Other Unbundled Loops Non-Design – Dispatch In	Retail residence and business design dispatch
29	Other Unbundled Loops Non-Design – Dispatch Out	Retail residence and business design dispatch
30	Unbundled UDC/IDSL loop	Retail ISDN BRI
31	UNE Switch Port	Residence and Business (POTS)
32	Local Interoffice Transport	Retail DS1/DS3
33	Local Interconnection Trunks	Retail DS1/DS3
34	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
35	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
36	Enhanced Extended Loops (EELs) Dispatch	Retail DS1/DS3
37	Special Access to EELs Conversion	Retail Project

TN-P-4: Percent Missed Installation Appointments²¹

Definition

“Percent missed installation appointments” monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.). Order types may be N, C or T.
- Disconnect (D) & From (F) orders
- End User Misses on Local Interconnection Trunks

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. The measurement will include the appointment time in those cases where the CLEC has ordered a time-specific appointment. Missed Appointments caused by end-user reasons will be included and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation

Percent Missed Installation Appointments = $(a \div b) \times 100$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits ≥10 lines/circuits
- Dispatch/Non-Dispatch
- Tennessee State Specific

²¹Derived from BellSouth SQM P-3: Percent Missed Installation Appointments. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-7 through 3-9.

TN-P-4: Percent Missed Installation Appointments,

Report Explanation: The difference between End User MA and Total MA is the result of BellSouth caused misses. Here, Total MA is the total percent of orders missed either by BellSouth or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Benchmark

Parity with BellSouth retail

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months after Final Order.

Product disaggregation and retail analogs for TN-P-4: Percent Missed Installation Appointments

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	UNE Platform – Dispatch In	Retail residence and business
10	UNE Platform – Dispatch Out	Retail residence and business
11	2-Wire Analog Design – Dispatch In	Retail residence and Business Dispatch
12	2-Wire Analog Design – Dispatch Out	Retail residence and Business Dispatch
13	2-Wire Analog Non-Design – Dispatch In	Retail residence and Business Dispatch
14	2-Wire Analog Non-Design – Dispatch Out	Retail residence and Business Dispatch
15	UNE Digital Loop Less than DS1 – Dispatch In	Retail Digital Loops less than DS1
16	UNE Digital Loop Less than DS1 – Dispatch Out	Retail Digital Loops less than DS1
17	UNE DS1	Retail Digital Loop DS1
18	UNE DS3 and greater	Retail Digital Loop DS3 or greater
19	Unbundled ISDN BRI	Retail ISDN BRI
20	Unbundled ISDN PRI	Retail ISDN PRI
21	Unbundled ADSL	ADSL provided to retail
22	Unbundled HDSL	ADSL provided to retail
23	UCL (short and long)	ADSL provided to retail
24	Unbundled 2 wire xDSL Loop	Info only
25	Unbundled 4 wire xDSL Loop	Info only
26	Other Unbundled Loops Design – Dispatch In	Retail residence and business design dispatch
27	Other Unbundled Loops Design – Dispatch Out	Retail residence and business design dispatch
28	Other Unbundled Loops Non-Design – Dispatch In	Retail residence and business design dispatch
29	Other Unbundled Loops Non-Design – Dispatch Out	Retail residence and business design dispatch
30	Unbundled UDC/IDSL loop	Retail ISDN BRI
31	UNE Switch Port	Residence and Business (POTS)
32	Local Interoffice Transport	Retail DS1/DS3
33	Local Interconnection Trunks	Retail DS1/DS3
34	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
35	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
36	Enhanced Extended Loops (EELs) Dispatch	Retail DS1/DS3
37	Special Access to EELs Conversion	Retail Project

TN-P-5: Percent Completions/Attempts without notice or with less than 24 hours notice²²

Definition

Records the percentage of time that BellSouth attempts to deliver service to customers without providing at least 24 hours' notice to CLECs.

Exclusions

- Completions or Attempts Without Notice less than 24 hours' notice delivery that the CLEC specifically requested.

Business Rules

- For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery that the CLEC was informed of at least 24 hours in advance. ILEC may also exclude from calculation deliveries on less than 24 hours' notice that CLEC requested.

- For ILEC Results:

The ILEC reports completions for which ILEC technicians delivered service to customers without giving sufficient notice to customers, sales or to internal account team to arrange for appropriate vendors to be on hand. Calculation of insufficient notice is similar to CLEC calculation (none or less than 24 hours). Similar surprise service deliveries are calculated for ILEC affiliate's account representatives.

Calculation

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice
= [(Completion Dispatches (Successful and Unsuccessful) With no FOC Received Within 24 Hours of Due Date) / (All Completions)] X 100

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Tennessee State Specific

Benchmark

Greater than 95 percent of Completion and Completion Attempts Should Receive More than 24 Hours Notice

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months from Final Order

²²Derived from CLEC-proposed measurement Percent Completions/Attempts without notice or with less than 24 hours notice. See Direct Testimony of Karen Kinard, filed August 10, 2001, pp. 14 & 23 and Exhibit KK-C, p. 4.

Product disaggregation for TN-P-5: Percent Completions/Attempts without notice or with less than 24 hours notice

No.	Product Level Disaggregation
1	Resold Residence POTS
2	Resold Business POTS
3	Resold Design
4	Resold PBX
5	Resold Centrex/Centrex-like
6	Resold BRI ISDN
7	Resold PRI ISDN
8	Resold DID Trunks
9	UNE Platform – Dispatch In
10	UNE Platform – Dispatch Out
11	2-Wire Analog Design – Dispatch In
12	2-Wire Analog Design – Dispatch Out
13	2-Wire Analog Non-Design – Dispatch In
14	2-Wire Analog Non-Design – Dispatch Out
15	UNE Digital Loop Less than DS1 – Dispatch In
16	UNE Digital Loop Less than DS1 – Dispatch Out
17	UNE DS1
18	UNE DS3 and greater
19	Unbundled ISDN BRI
20	Unbundled ISDN PRI
21	Unbundled ADSL
22	Unbundled HDSL
23	UCL (short and long)
24	Unbundled 2 wire xDSL Loop
25	Unbundled 4 wire xDSL Loop
26	Other Unbundled Loops Design – Dispatch In
27	Other Unbundled Loops Design – Dispatch Out
28	Other Unbundled Loops Non-Design – Dispatch In
29	Other Unbundled Loops Non-Design – Dispatch Out
30	Unbundled UDC/IDSL loop
31	UNE Switch Port
32	Local Interoffice Transport
33	Local Interconnection Trunks
34	Line Sharing/High Frequency Spectrum UNE
35	Line Splitting/High Frequency Spectrum UNE
36	Enhanced Extended Loops (EELs) Dispatch
37	Special Access to EELs Conversion

TN-P-6: Average Completion Interval

TN-P-7: Order Completion Interval Distribution²³

Definition

The “average completion interval” measure monitors the interval of time it takes BellSouth to provide service for the CLEC or its own customers. The “Order Completion Interval Distribution” provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.). Order types may be N, C or T.
- Disconnect (D&F) orders (Except “D” orders associated with LNP Standalone)
- “L” Appointment coded orders (where the customer has requested a later than offered interval)
- End User-Caused misses

Business Rules

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth receives a valid LSR from the CLEC to BellSouth’s actual order completion date. The clock starts when a valid LSR is received from the CLEC and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = $0 \leq 5$, 5-10 = $>5 \leq 10$, 10-15 = $>10 \leq 15$, 15-20 = $>15 \leq 20$, 20-25 = $>20 \leq 25$, 25-30 = $>25 \leq 30$, and > 30 .

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = Date/Time of Receipt of Valid LSR from CLEC (Application Date)

Average Completion Interval = (c ÷ d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

Order Completion Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Orders Completed in “X” days
- f = Total Service Orders Completed in Reporting Period

²³Derived from BellSouth SQM P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution
See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-10 through 3-12.

TN-P-6: Average Completion Interval

TN-P-7: Order Completion Interval Distribution

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0,1,2,3,4,5,5+
- UNE and Design reported in day intervals of 0-5 = $0 \leq 5$, 5-10 = $5 \leq 10$, 10-15 = $10 \leq 15$, 15-20 = $15 \leq 20$, 20-25 = $20 \leq 25$, 25-30 = $25 \leq 30$, and >30
- All Levels are reported <10 line/circuits; ≥ 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design
- Tennessee State Specific

Benchmark

Parity with retail analog

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months from Final Order

Product disaggregation for**TN-P-6: Average Completion Interval****TN-P-7: Order Completion Interval Distribution**

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	UNE Platform – Dispatch In	Retail residence and business
10	UNE Platform – Dispatch Out	Retail residence and business
11	2-Wire Analog Design – Dispatch In	Retail residence and Business Dispatch
12	2-Wire Analog Design – Dispatch Out	Retail residence and Business Dispatch
13	2-Wire Analog Non-Design – Dispatch In	Retail residence and Business Dispatch
14	2-Wire Analog Non-Design – Dispatch Out	Retail residence and Business Dispatch
15	UNE Digital Loop Less than DS1 – Dispatch In	Retail Digital Loops less than DS1
16	UNE Digital Loop Less than DS1 – Dispatch Out	Retail Digital Loops less than DS1
17	UNE DS1	Retail Digital Loop DS1
18	UNE DS3 and greater	Retail Digital Loop DS3 or greater
19	Unbundled ISDN BRI	Retail ISDN BRI
20	Unbundled ISDN PRI	Retail ISDN PRI
21	Unbundled ADSL	ADSL provided to retail
22	Unbundled HDSL	ADSL provided to retail
23	UCL (short and long)	ADSL provided to retail
24	Unbundled 2 wire xDSL Loop	Info only
25	Unbundled 4 wire xDSL Loop	Info only
26	Other Unbundled Loops Design – Dispatch In	Retail residence and business design dispatch
27	Other Unbundled Loops Design – Dispatch Out	Retail residence and business design dispatch
28	Other Unbundled Loops Non-Design – Dispatch In	Retail residence and business design dispatch
29	Other Unbundled Loops Non-Design – Dispatch Out	Retail residence and business design dispatch
30	Unbundled UDC/IDSL loop	Retail ISDN BRI
31	UNE Switch Port	Residence and Business (POTS)
32	Local Interoffice Transport	Retail DS1/DS3
33	Local Interconnection Trunks	Retail DS1/DS3
34	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
35	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
36	Enhanced Extended Loops (EELs) Dispatch	Retail DS1/DS3
37	Special Access to EELs Conversion	Retail Project

TN-P-8: Average Completion Notice Interval²⁴

Definition

The Completion Notice Interval is the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.). Order types may be N, C or T.
- D&F orders (Exception: "D" orders associated with LNP Standalone)

Business Rules

Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BellSouth of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order. The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was transmitted to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders the end timestamp will be timestamp of order update to C-SOTS system.

Calculation

Completion Notice Interval = (a - b)

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

Average Completion Notice Interval = c ÷ d

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

²⁴ Derived from BellSouth SQM P-5: Average Completion Notice Interval. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-13 through 3-15.

TN-P-8: Average Completion Notice Interval

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Reporting intervals in Hours; 0,1-2,2-4,4-8,8-12,12-24, ≥ 24 plus Overall Average Hour Interval
(The categories are inclusive of these time intervals: $0-1 = 0 \leq 1$; $1-2 = >1 \leq 2$; $2-4 = >2 \leq 4$, etc.)
- Reported in categories of <10 line / circuits; ≥ 10 line/circuits (except trunks)
- Tennessee State Specific

Benchmark

Parity with BellSouth retail analog

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months from Final Order

Product disaggregation and retail analogs for TN-P-8: Average Completion Notice Interval

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	UNE Platform – Dispatch In	Retail residence and business
10	UNE Platform – Dispatch Out	Retail residence and business
11	2-Wire Analog Design – Dispatch In	Retail residence and Business Dispatch
12	2-Wire Analog Design – Dispatch Out	Retail residence and Business Dispatch
13	2-Wire Analog Non-Design – Dispatch In	Retail residence and Business Dispatch
14	2-Wire Analog Non-Design – Dispatch Out	Retail residence and Business Dispatch
15	UNE Digital Loop Less than DS1 – Dispatch In	Retail Digital Loops less than DS1
16	UNE Digital Loop Less than DS1 – Dispatch Out	Retail Digital Loops less than DS1
17	UNE DS1	Retail Digital Loop DS1
18	UNE DS3 and greater	Retail Digital Loop DS3 or greater
19	Unbundled ISDN BRI	Retail ISDN BRI
20	Unbundled ISDN PRI	Retail ISDN PRI
21	Unbundled ADSL	ADSL provided to retail
22	Unbundled HDSL	ADSL provided to retail
23	UCL (short and long)	ADSL provided to retail
24	Unbundled 2 wire xDSL Loop	Info only
25	Unbundled 4 wire xDSL Loop	Info only
26	Other Unbundled Loops Design – Dispatch In	Retail residence and business design dispatch
27	Other Unbundled Loops Design – Dispatch Out	Retail residence and business design dispatch
28	Other Unbundled Loops Non-Design – Dispatch In	Retail residence and business design dispatch
29	Other Unbundled Loops Non-Design – Dispatch Out	Retail residence and business design dispatch
30	Unbundled UDC/IDSL loop	Retail ISDN BRI
31	UNE Switch Port	Residence and Business (POTS)
32	Local Interoffice Transport	Retail DS1/DS3
33	Local Interconnection Trunks	Retail DS1/DS3
34	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
35	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
36	Enhanced Extended Loops (EELs) Dispatch	Retail DS1/DS3
37	Special Access to EELs Conversion	Retail Project

TN-P-9: Coordinated Customer Conversions Interval²⁵

Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and with LNP, and where the CLEC has requested BellSouth to provide a coordinated cut over.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.

Business Rules

When the service order includes INP, the interval includes the total time for the cut over including the translation time to place the line back in service on the ported line. When the service order includes LNP, the interval only includes the total time for the cut over (the port of the number is controlled by the CLEC). If IDLC is involved, a four-hour window applies to the start time (8 A.M. to Noon or 1 P.M to 5 P.M.) This applies if BellSouth notifies the CLEC by 10:30 A.M. on the day before the due date that the service is on IDLC.

Calculation

Coordinated Customer Conversions Interval = (a - b)

- a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
- b = Disconnection Date and Time of an Coordinated Unbundled Loop

Percent Coordinated Customer Conversions (for each interval) = (c ÷ d) X 100

- c = Total number of Coordinated Customer Conversions for each interval
- d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-≤5, 5-15 = >5-≤15, >15 = 15 and greater, plus Overall Average Interval.
- Tennessee State Specific

Disaggregation

UNE Loops with INP/LNP and UNE Loops without INP/LNP

Benchmark

At least 95 percent within 15 minutes; 98% within 15 minutes after 6 months

Enforcement mechanism

Tier 1 and Tier 2

²⁵ Derived from BellSouth SQM P-6: Coordinated Customer Conversions Interval. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-16 through 3-17.

TN-P-9: Coordinated Customer Conversions Interval

Implementation Date:

90 days after Final Order

TN-P-10: Coordinated Customer Conversions - Hot Cut Timeliness Within Interval and Average Interval²⁶

Definition

Measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested
- All unbundled loops on multiple loop orders after the first loop

Business Rules

The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cut over start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered "on time" if the first line is cut within the interval. ≤15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, ≤30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time. If IDLC is involved, a four-hour window applies to the start time. (8 A.M. to Noon or 1 P.M. to 5 P.M.) This only applies if BellSouth notifies the CLEC by 10:30 A.M. on the day before the due date that the service is on IDLC.

Calculation

% within Interval = $(a \div b) \times 100$

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

Interval = $(c - d)$

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

Average Interval = $(e \div f)$

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period

²⁶ Derived from BellSouth SQM P-6A: Coordinated Customer Conversions – Hot Cut Timeliness % Within Interval and Average Interval. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-18 through 3-19.

TN-P-10: Coordinated Customer Conversions - Hot Cut Timeliness Within Interval and Average Interval

Report Structure

- CLEC Specific
- CLEC Aggregate
- Reported in intervals of early, on time and late cuts:
 - ≤15 minutes
 - > 15 - ≤30 minutes
 - >30 - ≤60 minutes
 - > 60 - ≤120 minutes
 - >120 - ≤180 minutes
 - > 180 - ≤240 minutes
 - ≤240 minutes
 - > 240 minutes
- Overall Average Interval
- Tennessee State Specific

Benchmark

95 percent within plus or minus 15 minutes of the scheduled start time for SL1²⁷ and SL2²⁸ time specific and non-time specific orders and 95 percent within a four-hour window for SL1 and SL2 IDLC.

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

90 days from Final Order

No.	Product Level Disaggregation
	UNE
1	SL1
2	SL2

²⁷ SL1 = BellSouth's term for an unbundled voice loop (non-designed)

²⁸ SL2 = BellSouth's term for an unbundled voice loop (designed)

TN-P-11: Coordinated Customer Conversions - Average Recovery Time²⁹

Definition

Measures the time between notification and resolution by BellSouth of a service outage found that can be isolated to the BellSouth side of the network. The time between notification and resolution by BellSouth must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

Exclusions

- Cut-overs where service outages are due to CLEC caused reasons
- Cut-overs where service outages are due to end-user caused reasons

Business Rules

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

Calculation

Recovery Time = (a - b)

- a = Date & Time That Trouble is Closed by CLEC
- b = Date & Time Initial Trouble is Opened with BellSouth

Average Recovery Time = (c ÷ d)

- c = Sum of all the Recovery Times
- d = Number of Troubles Referred to BellSouth

Report Structure

- CLEC Specific
- CLEC Aggregate
- Tennessee State Specific

Benchmark

N/A (diagnostic only)

Enforcement mechanism

None

Implementation date

90 Days from Final Order

No.	Product Level Disaggregation
1	Unbundled Loops with INP
2	Unbundled Loops with LNP

²⁹ Derived from BellSouth SQM P-6B: Coordinated Customer Conversions – Average Recovery Time. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-20 through 3-21.

TN-P-12: Hot Cut Conversions – Percentage of Provisioning Troubles Received Within 7 Days of a Completed Service Order³⁰

Definition

Percent Provisioning Troubles received within 7 days of a completed service order associated with a Coordinated and Non-Coordinated Customer Conversion. Measures the quality and accuracy of Hot Cut Conversion Activities.

Exclusions

- Any order canceled by the CLEC
- Troubles caused by Customer Provided Equipment
- LMOS - Code 7 (Test OK), Code 8 (Found OK-In), Code 9 (Found OK-Out)
- WFA - No Trouble Found (NTF)

Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-Coordinated Hot Cut Conversions. The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed Coordinated and Non-Coordinated Hot Cut Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

Calculation

% Provisioning Troubles within 7 days of service order completion = $(a \div b) \times 100$

- a = The sum of all Hot Cut Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of Hot Cut service order circuits completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch
- Tennessee State Specific

Benchmark

No more than five percent

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

90 Days from Final Order

No.	Product Level Disaggregation
1	UNE Loops Design
2	UNE Loops Non-Design

³⁰ Derived from BellSouth SQM P-6C: Hot Cut Conversions – Percentage of Provisioning Troubles Received Within 7 Days of a Completed Service Order. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-22 through 3-23.

TN-P-13: Cooperative Acceptance Testing – Percentage of xDSL Loops Tested³¹

Definition

Determines the percentage of xDSL loops that successfully pass cooperative acceptance testing.

Exclusions

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing

Business Rules

When a BellSouth technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer's premise, the BellSouth technician is to call a toll free number to the CLEC testing center. The BellSouth technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short. A loop will be considered successfully cooperatively tested when both the CLEC and BellSouth representatives agree that the loop has passed the cooperative testing.

Calculation

Cooperative Acceptance Testing - % of xDSL Loops Tested = $(a \div b) \times 100$

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop Tested
- Tennessee Specific

Benchmark

95 percent of lines successfully passing cooperative testing

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months from Final Order

No.	Product Level Disaggregation
1	ASDL
2	HDSL
3	UCL
4	"Other"

³¹ Derived from BellSouth SQM P-7 Cooperative Acceptance Testing - % of xDSL Loops Tested. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-24 through 3-25.

TN-P-14: Percent of Timely Loop Modification/De-Conditioning on xDSL Loops³²

Definition

Some xDSL loops require modification/de-conditioning to support xDSL services, including the removal of load coils, excessive bridge taps and removal of repeaters.

Exclusions

- Requests cancelled by the CLEC

Business Rules

Percent of Timely Loop Modifications/De-Conditioning is the percentage of xDSL/Line Sharing orders completing the modification/conditioning within the established interval. The actual completion interval is the elapsed time beginning when BellSouth issues a SOCS date time stamp for an order for xDSL or Line Sharing from the CLEC to BellSouth's actual completion of the loop modification/conditioning date. The clock starts when a valid order number is assigned by SOCS and stops when the technician completes the loop modification/conditioning. Elapsed time for each order is accumulated for each reporting dimension.

Calculation

[(Number of xDSL loops on which loop modification/de-conditioning was completed within established interval)/Number of xDSL loops on which loop modification/de-conditioning was requested]

Report Structure

- CLEC Specific
- Specific as to the type of loop tested
- Tennessee State Specific

Benchmark

95 percent within five (5) business days

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months from Final Order

Product disaggregation

No.	Product Level Disaggregation
1	2-Wire DSL
2	4-Wire DSL
3	Line Sharing
4	Line Splitting

³² Derived from CLEC-proposed measurement Percent of Timely Loop Modification/De-Conditioning on xDSL Loops. See Direct Testimony of Karen Kinard, filed July 16, 2001, p. 26, Exhibit KK-C, p. 10 and Exhibit KK-E, p. 7. Also, See BellSouth's Business Rule Language, 4/30/02.

TN-P-15: Percent Provisioning Troubles Within 30 Days of Service Order Activity Completion³³

Definition

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.). Order types may be N, C or T.
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

Business Rules

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date. D & F orders are excluded as there is no subsequent activity following a disconnect.

Calculation

% Provisioning Troubles within 30 days of Service Order Activity = $(a \div b) \times 100$

- a = Trouble reports on all completed orders 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; ≥10 line/circuits (except trunks)
- Dispatch/Non-Dispatch (except trunks)
- Tennessee State Specific

Benchmark

Parity with BellSouth retail analog

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months after Final Order

³³ Derived from BellSouth SQM P-8: Percent Provisioning Troubles Within 30 Days of Service Order Activity Completion. See Direct Testimony of David A. Coon, filed July 16, 2001, Exhibit DAC-1, pp. 3-26 through 3-27.

Product disaggregation and retail analogs for TN-P-15: Percent Provisioning Troubles Within 30 Days of Service Order Activity Completion

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	UNE Platform – Dispatch In	Retail residence and business
10	UNE Platform – Dispatch Out	Retail residence and business
11	2-Wire Analog Design – Dispatch In	Retail residence and Business Dispatch
12	2-Wire Analog Design – Dispatch Out	Retail residence and Business Dispatch
13	2-Wire Analog Non-Design – Dispatch In	Retail residence and Business Dispatch
14	2-Wire Analog Non-Design – Dispatch Out	Retail residence and Business Dispatch
15	UNE Digital Loop Less than DS1 – Dispatch In	Retail Digital Loops less than DS1
16	UNE Digital Loop Less than DS1 – Dispatch Out	Retail Digital Loops less than DS1
17	UNE DS1	Retail Digital Loop DS1
18	UNE DS3 and greater	Retail Digital Loop DS3 or greater
19	Unbundled ISDN BRI	Retail ISDN BRI
20	Unbundled ISDN PRI	Retail ISDN PRI
21	Unbundled ADSL	ADSL provided to retail
22	Unbundled HDSL	ADSL provided to retail
23	UCL (short and long)	ADSL provided to retail
24	Unbundled 2 wire xDSL Loop	Info only
25	Unbundled 4 wire xDSL Loop	Info only
26	Other Unbundled Loops Design – Dispatch In	Retail residence and business design dispatch
27	Other Unbundled Loops Design – Dispatch Out	Retail residence and business design dispatch
28	Other Unbundled Loops Non-Design – Dispatch In	Retail residence and business design dispatch
29	Other Unbundled Loops Non-Design – Dispatch Out	Retail residence and business design dispatch
30	Unbundled UDC/IDSL loop	Retail ISDN BRI
31	UNE Switch Port	Residence and Business (POTS)
32	Local Interoffice Transport	Retail DS1/DS3
33	Local Interconnection Trunks	Retail DS1/DS3
34	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
35	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
36	Enhanced Extended Loops (EELs) Dispatch	Retail DS1/DS3
37	Special Access to EELs Conversion	Retail Project

TN-P-16: Service Order Accuracy³⁴

Definition

The “service order accuracy” measurement measures the accuracy and completeness of a sample of BellSouth service orders by comparing what was ordered and what was completed.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders

Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is “completed without error” if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

A stratified Random Sampling for Proportions technique is used to provide a statistically valid sample from each of the Product Disaggregations. A list of all orders completed in the report month is generated. The orders are then listed by the disaggregation specified in the SQM. For each disaggregation, the quantity of completed orders and the error rate for each disaggregation from previous months are used as the basis for scenario testing to determine the number of orders that are to be reviewed to achieve a confidence interval of plus or minus 5% for each disaggregation. Once the sample size for each disaggregation is determined, the specified quantity of orders for each disaggregation are reviewed.³⁵

Calculation

Percent Service Order Accuracy = $(a \div b) \times 100$

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

Statistically valid sample is $n = t^2 * \text{population variance} / \text{acceptable error}^2$, wherein the value of “t” equals 1.96.

³⁴ Derived from BellSouth SQM P-12: Service Order Accuracy. See Rebuttal Testimony of David A. Coon, Filed August 10, 2001, p. 57 and Exhibit DAC-R3, pp. 1-2.

³⁵ BellSouth Response to TRA Request for Language Clarifying “Statistically Valid” Sampling Techniques, filed April 29, 2002.

TN-P-16: Service Order Accuracy

Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; ≥ 10 line/circuits
- Dispatch / No Dispatch
- Tennessee State Specific

Benchmark

95 percent accurate

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months after Final Order

Product disaggregation for P-TN-16: Service Order Accuracy

No.	Product Level Disaggregation
1	Resold Residence POTS
2	Resold Business POTS
3	Resold Design
4	Resold PBX
5	Resold Centrex/Centrex-like
6	Resold BRI ISDN
7	Resold PRI ISDN
8	Resold DID Trunks
9	UNE Platform – Dispatch In
10	UNE Platform – Dispatch Out
11	2-Wire Analog Design – Dispatch In
12	2-Wire Analog Design – Dispatch Out
13	2-Wire Analog Non-Design – Dispatch In
14	2-Wire Analog Non-Design – Dispatch Out
15	UNE Digital Loop Less than DS1 – Dispatch In
16	UNE Digital Loop Less than DS1 – Dispatch Out
17	UNE DS1
18	UNE DS3 and greater
19	Unbundled ISDN BRI
20	Unbundled ISDN PRI
21	Unbundled ADSL
22	Unbundled HDSL
23	UCL (short and long)
24	Unbundled 2 wire xDSL Loop
25	Unbundled 4 wire xDSL Loop
26	Other Unbundled Loops Design – Dispatch In
27	Other Unbundled Loops Design – Dispatch Out
28	Other Unbundled Loops Non-Design – Dispatch In
29	Other Unbundled Loops Non-Design – Dispatch Out
30	Unbundled UDC/IDSL loop
31	UNE Switch Port
32	Local Interoffice Transport
33	Local Interconnection Trunks
34	Line Sharing/High Frequency Spectrum UNE
35	Line Splitting/High Frequency Spectrum UNE
36	Enhanced Extended Loops (EELs) Dispatch
37	Special Access to EELs Conversion

TN-P-17: Total Service Order Cycle Time (TSOCT)³⁶

Definition

This report measures the total service order cycle time from receipt of a valid service order request to the return of a completion notice to the CLEC Interface.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.). Order types may be N, C or T.
- D (Disconnect - Except "D" orders associated with LNP Standalone) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval. For UNE xDSL Loop, this measurement combines Service Inquiry Interval (SI), FOC Timeliness, Average Completion Interval, and Average Completion Notice Interval. This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI) and the BellSouth Legacy Systems. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched). Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c ÷ d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Total Number of Service Requests Completed in "X" minutes/hours
- f = Total Number of Service Requests Received in Reporting Period

³⁶ Derived from BellSouth SQM P-9: Total Service Order Cycle Time (TSOCT). See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 3-28 through 3-29 and Matrix 1, filed August 20, 2001.

TN-P-17: Total Service Order Cycle Time (TSOCT)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 line/circuits; ≥ 10 line/circuits (except trunks)
- Dispatch/Non-Dispatch categories applicable to all levels except trunks
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30 Days. The interval breakout is: 0-5 = $0 \leq 5$, 5-10 = $>5 \leq 10$, 10-15 = $>10 \leq 15$, 15-20 = $>15 \leq 20$, 20-25 = $>20 \leq 25$, 25-30 = $>25 \leq 30$, and >30 .
- Tennessee State Specific

Benchmark

N/A (diagnostic only)

Enforcement mechanism

None

Implementation date

Six months after Final Order

Product disaggregation for TN-P-17: Total Service Order Cycle Time

No.	Product Level Disaggregation
1	Resold Residence POTS
2	Resold Business POTS
3	Resold Design
4	Resold PBX
5	Resold Centrex/Centrex-like
6	Resold BRI ISDN
7	Resold PRI ISDN
8	Resold DID Trunks
9	UNE Platform – Dispatch In
10	UNE Platform – Dispatch Out
11	2-Wire Analog Design – Dispatch In
12	2-Wire Analog Design – Dispatch Out
13	2-Wire Analog Non-Design – Dispatch In
14	2-Wire Analog Non-Design – Dispatch Out
15	UNE Digital Loop Less than DS1 – Dispatch In
16	UNE Digital Loop Less than DS1 – Dispatch Out
17	UNE DS1
18	UNE DS3 and greater
19	Unbundled ISDN BRI
20	Unbundled ISDN PRI
21	Unbundled ADSL
22	Unbundled HDSL
23	UCL (short and long)
24	Unbundled 2 wire xDSL Loop
25	Unbundled 4 wire xDSL Loop
26	Other Unbundled Loops Design – Dispatch In
27	Other Unbundled Loops Design – Dispatch Out
28	Other Unbundled Loops Non-Design – Dispatch In
29	Other Unbundled Loops Non-Design – Dispatch Out
30	Unbundled UDC/IDSL loop
31	UNE Switch Port
32	Local Interoffice Transport
33	Local Interconnection Trunks
34	Line Sharing/High Frequency Spectrum UNE
35	Line Splitting/High Frequency Spectrum UNE
36	Enhanced Extended Loops (EELs) Dispatch
37	Special Access to EELs Conversion

TN-P-18: LNP - Average Time of Out of Service for LNP Conversions³⁷

Definition

Average time to facilitate the LNP activation request in BellSouth's network.

Exclusions

- CLEC-caused errors
- NPAC caused errors unless caused by BellSouth
- Stand Alone LNP Orders with more than 500 number activations

Business Rules

The Start time is the Receipt of the NPAC broadcast activation message in BellSouth's LSMS. The End time is when the Provisioning event is successfully completed in BellSouth's network as reflected in BellSouth's LSMS. Calculate the total minutes of difference between the start time and end time in minutes for LNP activations during the reporting period.

Calculation

Time Out of Service = (a - b)

- a = LNP Conversion Stop Time
- b = LNP Conversion Start Time

Average Out of Service Time for LNP Conversions = $(c \div d) \times 100$

- c = Sum of all "Time out of Service" measures for the reporting period
- d = Total number of LNP activations for the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
- Tennessee State Specific; Regional

Benchmark

95 percent completed within 60 minutes

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months after Final Order

Product Disaggregation

LNP Stand-alone

³⁷ Derived from BellSouth SQM 10A: LNP - Average Time of Out of Service for LNP Conversions. See Direct Testimony of David A. Coon filed July 16, 2001, p. 31 and Exhibit DAC-1, pp. 3-30 through 3-31.

TN-P-19: LNP – Percentage of Time BellSouth Applies the 10-digit Trigger Prior to the LNP Order Due Date³⁸

Definition

Percentage of time BellSouth applies 10-digit trigger for LNP Telephone Numbers prior to the due date.

Exclusions

- Excludes Remote Call Forwarding, DIDs, and ISDN Data TNs
- Excludes CLEC or Customer caused misses or delays.

Business Rules

Obtain number of LNP TNs where the 10-digit trigger was applicable prior to due date, and the total number of LNP TNs where the 10-digit trigger was applicable.

Calculation

Percentage of 10-digit applications = $(a \div b) \times 100$

- a = Count of LNP TNs for which 10-digit trigger was applicable prior to due date
- b = Total LNP TNs for which 10-digit triggers were applied

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
- Tennessee State Specific; Regional

Benchmark

95 percent

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months after Final Order

Disaggregation

LNP Stand-alone

³⁸ Derived from BellSouth SQM P-10B: LNP – Percentage of Time BellSouth Applies the 10-digit Trigger Prior to the LNP Order Due Date. See Direct Testimony of David A. Coon filed July 16, 2001, p. 31; Exhibit DAC-1, p. 3-31 through 3-32.

TN-P-20: Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9-Hour Timer³⁹

Definition

Percentage of time the old service provider releases subscription(s) to NPAC within the first (T1) or the second (T2) 9-hour timers.

Exclusions

- Customer caused or requested delays
- NPAC caused delays unless caused by BellSouth
- Cases where BellSouth did release but the New Service Provider did not respond prior to the expiration of the T2 timer. This sequence of events causes the NPAC to send a cancel of BellSouth's release request. In these cases, BellSouth may have to re-work to release the TN so it can be ported to meet the date.

Business Rules

Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer.

Calculation

$$\frac{[(\text{Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour timer (T2)})]}{[\text{total number of LNP TNs for which the subscription was released}]} \times 100$$

Report Structure

- CLEC specific
- CLEC aggregate
- Tennessee State Specific

Benchmark

96.5 percent

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months after Final Order

Product Disaggregation

LNP Stand-alone

³⁹Derived from measurements ordered by the Authority in the DeltaCom arbitration. See Docket No. 99-00430; reflected on Appendix Performance Measurements Business Rules [Version 1.6], p. 108; originally Texas Measurement No. 92.

TN-P-21: LNP - Percent Missed Installation Appointments⁴⁰

Definition

“Percent missed installation appointments” monitors the reliability of BellSouth commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for total misses and End User Misses.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours.

Calculation

LNP Percent Missed Installation Appointments = $(a \div b) \times 100$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
- Tennessee State Specific; Regional
- Report in Categories of <10 lines/circuits ≥10 lines/circuits (except trunks)

Report explanation: Total Missed Appointments is the total percent of orders missed either by BellSouth or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BellSouth caused misses.

Benchmark

95 percent of due dates met

⁴⁰ Derived from BellSouth SQM P-11: LNP - Percent Missed Installation Appointments. See Direct Testimony of David A. Coon, filed July 16, 2001, pp. 47-48 and Exhibit DAC-1, pp. 3-33 through 3-34.

TN-P-21: LNP - Percent Missed Installation Appointments

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months after Final Order

Disaggregation

LNP Stand-alone

TN-B-1: Invoice Accuracy⁴¹

Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

Business Rules

The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

Calculation

Invoice Accuracy = $[(a - b) \div a] \times 100$

- a = Absolute Value of Total Billed Revenues during current month
- b = Absolute Value of Billing Related Adjustments during current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Regional
 - Tennessee State Specific

Benchmark

Parity with BellSouth retail analog

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Six months after Final Order

Product disaggregation and retail analogs

No.	Product Level Disaggregation	Retail Analog
1	Resale	Retail Residence & Business POTS
2	UNE	Retail Residence & Business POTS
3	Interconnection	Retail DS1/DS3 Interoffice

⁴¹ Derived from BellSouth SQM B-1: Invoice Accuracy. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 5-1 through 5-2.

TN-B-2: Mean Time to Deliver Invoices⁴²

Definition

This report measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.⁴³

Exclusions

Any invoices rejected due to formatting or content errors.

Business Rules

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) are excluded when counting workdays. J/N Bills are counted in the CRIS workday category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system. CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas) are included when counting the calendar days.⁴⁴

Calculation

Invoice Timeliness = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

Mean Time To Deliver Invoices = (c ÷ d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Regional
 - Tennessee State Specific

Benchmark

Parity with BellSouth retail analog

Enforcement mechanism

Tier 1 and Tier 2

⁴² Derived from BellSouth SQM B-2: Mean Time to Deliver Invoices. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, pp. 5-3 through 5-4.

⁴³ The Tennessee Regulatory Authority believes that this text represents the correct Definition, although BellSouth's proposed SQM placed this text under the heading, "Business Rules."

⁴⁴ The Tennessee Regulatory Authority believes that this text represents the correct Business Rules, although BellSouth's proposed SQM placed this text under the heading, "Definition."

TN-B-2: Mean Time to Deliver Invoices

Implementation date:

Six months after Final Order

Product disaggregation and retail analogs

No.	Product Level Disaggregation	Retail Analog
1	CRIS-based invoices	Retail Residence & Business POTS
2	CABS-based invoices for UNE	Retail Residence & Business POTS
3	CABS-based for Interconnection	Retail DS1/DS3 Interoffice

TN-B-3: Percent Daily Usage Feed Errors Corrected in X Business Days⁴⁵

Definition

Measures the timely correction of Daily Usage File (DUF) errors in record information and Pack formats measured separately. Errors included (1) Pack Failure errors and (2) EMI content errors in records.

Exclusions

- Usage that cannot be corrected and resent or usage that the CLEC doesn't want Retransmitted.
- CLEC Problems/Issue/File Retransmission forms disputed by BellSouth SMEs that do not result in an EMI error.
- CLEC notification received by BellSouth > 10 business days from transmission date of errored messages or packs.

Business rules

This measure will provide the percentage of errors corrected in X Business days

Pack Failure errors are defined as a DUF header/trailer error containing one or more of the following conditions: Grand total records not equal to records in pack or sequence/invoice numbers for a from RAO is not sequential

EMI content errors are defined as those records with errors contained in the EMI detail records that cause a message to be unbillable by the CLEC

Only notification received via the CLEC Problem/Issue/File Retransmission form will be included in this measure. To locate the form, go to the PMAP web site (<http://www.pmap.bellsouth.com/>) and click the Documentation Downloads link, then select the "CLEC Problem/Issue/File Retransmission form."

When circumstances arise for multiple content errors it is not necessary for the form to be filled out in its entirety, the CLECs agree to provide sufficient information for content error research so that a thorough investigation and resolution can be completed.

For each type error condition, a new CLEC Problem/Issue/File Retransmission form should be submitted.

EMI content errors should be attached in a separate file from the CLEC Problem/Issue/File Retransmission form

Elapsed time is measured in business days

The clock starts when BellSouth receives CLEC's Problem/Issue/File Retransmission form.

The clock stops when BellSouth provides the corrected usage to the CLEC using the pre-designated DUF delivery method.

⁴⁵ Derived from BellSouth SQM B-3: Percent Daily Usage Feed Errors Corrected in X Business Days. See BellSouth Motion for Reconsideration filed May 29, 2002, Attachment.

TN-B-3: Percent Daily Usage Feed Errors Corrected in X Business Days

The measure applies only to CLECs that are ODUF and ADUF participants

Calculation

Timeliness of Daily Usage EMI Content Errors Corrected $= (a/b) * 100$

- a = Total number of Daily Usage Records with EMI Content Errors Corrected in the reporting month within 10 Business Days.
- b = Total number of Daily Usage Records with EMI Content Errors corrected in reporting month.

Timeliness of Daily Usage Pack Format Errors Corrected $= (c/d) * 100$

- c = Total number of Daily Usage Packs with Format Errors Corrected in the reporting month within 4 Business Days.
- d = Total number of Daily Usage Packs with Format Errors corrected in reporting month.

Report Structure

- CLEC Specific
 - Total number of BST disputed Daily Usage Records with EMI Content Errors received in reporting month.
 - Total number of Daily Usage Records with EMI Content Errors received in reporting month.
 - Total number of BST disputed Daily Usage Packs with Format Errors received in reporting month.
 - Total number of Daily Usage Packs with Format Errors received in reporting month
- CLEC aggregate
- Geographic Scope
 - Regional

Disaggregation

Regional

Benchmark

Parity with Retail

Enforcement Mechanism

Tier 1 and Tier 2

Implementation Date

Ten (10) days after Final Order

TN-B-3A: Percent Billing Errors Corrected in X Days⁴⁶

Definition

Measures timely carrier bill adjustments

Exclusions

Billing adjustments requested that are rejected by BellSouth or disputed by BellSouth.
Adjustments that are initiated by BellSouth.

Business Rules

This measure applies to CLEC wholesale bill adjustments. IXC Access billing adjustment requests are not reflected in this measure. Elapsed time is measured in business days. Clock starts when BellSouth receives the CLECs Billing Adjustment Request (BAR) form (BAR form and instructions found at www.interconnection.bellsouth.com/forms/html/billing_collections.html.) and the clock stops when adjustment is made to bill through ACATS or BOCRIS (generally next CLEC bill unless adjustment request after middle of the month), BellSouth will report separately those adjustment requests that are disputed by BellSouth.

Calculation

Percent Billing Errors Corrected in 45 Days = $(a/b) \times 100$

- a = Number of BellSouth Adjustments in 45 Days
- b = Total Number of Adjustment Requests in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
- Tennessee State Specific

Disaggregation

Tennessee State Specific

Benchmark

Parity with Retail

Enforcement Mechanism

Tier 1 and Tier 2

Implementation Date

Ten (10) days after Final Order

⁴⁶ Derived from BellSouth SQM B-3A: Percent Billing Errors Corrected in X Days. See BellSouth Motion for Reconsideration filed May 29, 2002, Attachment.

TN-B-4: Usage Data Delivery Accuracy⁴⁷

Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate CLEC. These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

Exclusions

None

Business Rules

The accuracy of the data delivery of usage records delivered by BellSouth to the CLEC must enable them to provide a degree of accuracy comparative to BellSouth bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

Calculation

Usage Data Delivery Accuracy = $(a - b) \div a \times 100$

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Regional
 - Tennessee State Specific

Benchmark

Parity with BellSouth retail

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Ninety (90) days after Final Order

Product disaggregation

None

⁴⁷ Derived from BellSouth SQM TN-B-3: Usage Data Delivery Accuracy. See Direct Testimony of David A. Coon filed July 16, 2001, Exhibit DAC-1, p. 5-5 through 5-6.

TN-B-5: Usage Data Delivery Completeness⁴⁸

Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Completeness = $(a \div b) \times 100$

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Regional
- Tennessee State Specific

Benchmark

Parity with retail

Enforcement mechanism

N/A

Implementation date

Ninety (90) days after Final Order

Product disaggregation

None

⁴⁸ Derived from BellSouth SQM B-4: Usage Data Delivery Completeness. See Direct Testimony of David A. Coon filed July 16, 2001, p. 61, Exhibit DAC-1, pp. 5-7 through 5-8.

TN-B-6: Usage Data Delivery Timeliness⁴⁹

Definition

This measurement provides a percentage of recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording.

Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BellSouth receives the records to the date BellSouth distributes to the CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Timeliness Current month = $(a \div b) \times 100$

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Regional
- Tennessee State Specific

Benchmark

Parity with retail

Enforcement mechanism

N/A

Implementation date

Ninety (90) days after Final Order

Product Disaggregation

None

⁴⁹ Derived from BellSouth SQM B-5: Usage Data Delivery Timeliness. See Direct Testimony of David A. Coon, p. 61, Exhibit DAC-1, pp. 5-9 through 5-10.

TN-B-7: Mean Time to Deliver Usage⁵⁰

Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the average number of days it takes BellSouth to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

Calculation

Mean Time to Deliver Usage = $(a \times b) \div c$

- a = Volume of Records Delivered
- b = Estimated number of days to deliver
- c = Total Record Volume Delivered

Note: Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Regional
- Tennessee State Specific

Benchmark

Parity with retail

Enforcement mechanism

N/A

Implementation date

Ninety (90) days after Final Order

Product Disaggregation

None

⁵⁰ Derived from BellSouth SQM B-6 Mean Time to Deliver Usage. See Direct Testimony of David A. Coon filed July 16, 2001, p. 61, Exhibit DAC-1, pp. 5-11 through 5-12.

TN-B-8: Recurring Charge Completeness⁵¹

Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Recurring Charge Completeness = $(a \div b) \times 100$

- a = Count of fractional recurring charges that are on the correct bill¹
 - b = Total count of fractional recurring charges that are on the correct bill
- ¹ Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Tennessee State Specific

Benchmark

Parity with BellSouth Retail Analog

Enforcement mechanism

Tier 1 and Tier 2

Implementation date

Ninety (90) days after Final Order

Product disaggregation and retail analogs

No.	Product Level Disaggregation	Retail Analog
1	Resale	Retail Residence & Business POTS
2	UNE	Retail Residence & Business POTS
3	Interconnection Trunks	Retail DS1/DS3 Interoffice

⁵¹ Derived from BellSouth SQM B-7: Recurring Charge Completeness. See Direct Testimony of David A. Coon filed July 16, 2001, p. 61, Exhibit DAC-1, p. 5-13.

TN-B-9: Non-Recurring Charge Completeness⁵²

Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Non-Recurring Charge Completeness = $(a \div b) \times 100$

- a = Count of non-recurring charges that are on the correct bill¹
 - b = Total count of non-recurring charges that are on the correct bill
- ¹ Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Tennessee State Specific

Benchmark

Parity with BellSouth retail analog

Enforcement mechanism:

Tier 1 and Tier 2

Implementation date

Ninety (90) days after Final Order

Product disaggregation, retail analog

No.	Product Level Disaggregation	Retail Analog
1	Resale	Retail Residence & Business POTS
2	UNE	Retail Residence & Business POTS
3	Interconnection Trunks	Retail DS1/DS3

⁵² Derived from BellSouth SQM B-8: Non-Recurring Charge Completeness. See Direct Testimony of David A. Coon filed July 16, 2001, p. 61, Exhibit DAC-1, p. 5-14.

TN-M&R-1: Missed Repair Appointments⁵³

Definition

The percent of trouble reports not cleared by the committed date and time.

Exclusions

- Trouble tickets canceled at the CLEC request prior to appointment date
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BellSouth personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons. (No access reports are not part of this measure because they are not a missed appointment.) Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.

Calculation

Percentage of Missed Repair Appointments = $(a \div b) \times 100$

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Trouble reports closed in Reporting Period

Report Structure (see disaggregation table – Tennessee State specific)

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

⁵³ Measure is a derivative of BST's 7/16/01 SQMs.

TN-M&R-1: Missed Repair Appointments Disaggregation**Tennessee Specific**

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	INP	Retail residence and business
10	UNE Platform	Retail residence and business
11	2-Wire Analog Design	Retail residence and Business Dispatch
12	2-Wire Analog Non-Design	Retail residence and Business Dispatch
13	UNE Digital Loop Less than DS1	Retail residence and Business Dispatch
14	UNE DS1	Retail Digital Loop DS1
15	UNE DS3 and greater	Retail Digital Loop DS3 or greater
16	Unbundled ISDN BRI	Retail ISDN BRI
17	Unbundled ISDN PRI	Retail ISDN PRI
18	Unbundled ADSL	ADSL provided to retail
19	Unbundled HDSL	ADSL provided to retail
20	UCL (short and long)	ADSL provided to retail
21	Other Unbundled Loops Design	Retail residence and business design dispatch
22	Other Unbundled Loops Non-Design	Retail residence and business design dispatch
23	Unbundled UDC/IDSL loop	Retail ISDN BRI
24	UNE Switch Port	Residence and Business (POTS)
25	Local Interoffice Transport*	Retail DS1/DS3
26	Local Interconnection Trunks*	Retail DS1/DS3
27	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
28	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
29	Enhanced Extended Loops (EELs)*	Retail DS1/DS3

Benchmark

Standard 1% missed

Enforcement Mechanism

Tier 1 and Tier 2

Implementation Date

Six months after Final Order

*Consistent with levels of disaggregation adopted in the Ordering and Provisioning measures.

TN-M&R-2: Customer Trouble Report Rate⁵⁴

Definition

Percent of initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/circuits in service.

Exclusions

- Trouble tickets canceled at the CLEC request prior to appointment date.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total “number of service” lines, ports or combination that exist for the CLECs and BellSouth respectively at the end of the report month.

Calculation

Customer Trouble Report Rate = $(a \div b) \times 100$

- a = Count of Initial and Repeated Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

Report Structure (see disaggregation table – Tennessee State specific)

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

⁵⁴ Measure is a derivative of BST’s 7/16/01 SQMs.

TN-M&R-2: Customer Trouble Report Rate Disaggregation**Tennessee Specific**

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	INP	Retail residence and business
10	UNE Platform	Retail residence and business
11	2-Wire Analog Design	Retail residence and Business Dispatch
12	2-Wire Analog Non-Design	Retail residence and Business Dispatch
13	UNE Digital Loop Less than DS1	Retail residence and Business Dispatch
14	UNE DS1	Retail Digital Loop DS1
15	UNE DS3 and greater	Retail Digital Loop DS3 or greater
16	Unbundled ISDN BRI	Retail ISDN BRI
17	Unbundled ISDN PRI	Retail ISDN PRI
18	Unbundled ADSL	ADSL provided to retail
19	Unbundled HDSL	ADSL provided to retail
20	UCL (short and long)	ADSL provided to retail
21	Other Unbundled Loops Design	Retail residence and business design dispatch
22	Other Unbundled Loops Non-Design	Retail residence and business design dispatch
23	Unbundled UDC/IDSL loop	Retail ISDN BRI
24	UNE Switch Port	Residence and Business (POTS)
25	Local Interoffice Transport*	Retail DS1/DS3
26	Local Interconnection Trunks*	Retail DS1/DS3
27	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
28	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
29	Enhanced Extended Loops (EELs)*	Retail DS1/DS3

Benchmark

Parity with BellSouth retail analog

Enforcement Mechanism

Tier 1 and Tier 2

Implementation Date

Six months after Final Order

*Consistent with levels of disaggregation adopted in the Ordering and Provisioning measures.

TN-M&R-3: Maintenance Average Duration⁵⁵

Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions

- Trouble tickets canceled at the CLEC request prior to appointment date.
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

Calculation

Maintenance Duration = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Trouble Ticket was Opened

Average Maintenance Duration = (c ÷ d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Troubles in the reporting period

Report Structure (see disaggregation table – Tennessee State specific)

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

⁵⁵ Measure is a derivative of BST's 7/16/01 SQMs.

TN-M&R-3: Maintenance Average Duration Disaggregation**Tennessee Specific**

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	INP	Retail residence and business
10	UNE Platform	Retail residence and business
11	2-Wire Analog Design	Retail residence and Business Dispatch
12	2-Wire Analog Non-Design	Retail residence and Business Dispatch
13	UNE Digital Loop Less than DS1	Retail residence and Business Dispatch
14	UNE DS1	Retail Digital Loop DS1
15	UNE DS3 and greater	Retail Digital Loop DS3 or greater
16	Unbundled ISDN BRI	Retail ISDN BRI
17	Unbundled ISDN PRI	Retail ISDN PRI
18	Unbundled ADSL	ADSL provided to retail
19	Unbundled HDSL	ADSL provided to retail
20	UCL (short and long)	ADSL provided to retail
21	Other Unbundled Loops Design	Retail residence and business design dispatch
22	Other Unbundled Loops Non-Design	Retail residence and business design dispatch
23	Unbundled UDC/IDSL loop	Retail ISDN BRI
24	UNE Switch Port	Residence and Business (POTS)
25	Local Interoffice Transport*	Retail DS1/DS3
26	Local Interconnection Trunks*	Retail DS1/DS3
27	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
28	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
29	Enhanced Extended Loops (EELs)*	Retail DS1/DS3

Benchmark

Parity with BellSouth retail analog

Enforcement Mechanism

Tier 1 and Tier 2

Implementation Date

Six months after Final Order

*Consistent with levels of disaggregation adopted in the Ordering and Provisioning measures.

TN-M&R-4: Percent Repeat Troubles within 30 Days⁵⁶

Definition

Closed trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles closed.

Exclusions

- Trouble tickets canceled at the CLEC request prior to appointment date.
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

Includes customer trouble reports received within 30 days of an original customer trouble report.

Calculation

Percent Repeat Troubles within 30 Days = $(a \div b) \times 100$

- a = Count of closed Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days
- b = Total Trouble Reports Closed in Reporting Period

Report Structure (see disaggregation table – Tennessee State specific)

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

⁵⁶ Measure is a derivative of BST's 3/16/01 SQMs.

TN-M&R-4: Percent Repeat Troubles within 30 Days Disaggregation**Tennessee Specific**

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	INP	Retail residence and business
10	UNE Platform	Retail residence and business
11	2-Wire Analog Design	Retail residence and Business Dispatch
12	2-Wire Analog Non-Design	Retail residence and Business Dispatch
13	UNE Digital Loop Less than DS1	Retail residence and Business Dispatch
14	UNE DS1	Retail Digital Loop DS1
15	UNE DS3 and greater	Retail Digital Loop DS3 or greater
16	Unbundled ISDN BRI	Retail ISDN BRI
17	Unbundled ISDN PRI	Retail ISDN PRI
18	Unbundled ADSL	ADSL provided to retail
19	Unbundled HDSL	ADSL provided to retail
20	UCL (short and long)	ADSL provided to retail
21	Other Unbundled Loops Design	Retail residence and business design dispatch
22	Other Unbundled Loops Non-Design	Retail residence and business design dispatch
23	Unbundled UDC/IDSL loop	Retail ISDN BRI
24	UNE Switch Port	Residence and Business (POTS)
25	Local Interoffice Transport*	Retail DS1/DS3
26	Local Interconnection Trunk*	Retail DS1/DS3
27	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
28	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
29	Enhanced Extended Loops (EELs)*	Retail DS1/DS3

Benchmark

Parity with BellSouth retail analog

Enforcement Mechanism

Tier 1 and Tier 2

Implementation Date

Six months after Final Order

*Consistent with levels of disaggregation adopted in the Ordering and Provisioning measures.

TN-M&R-5: Out of Service (OOS) > 24 Hours⁵⁷

Definition

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions

- Trouble Reports canceled at the CLEC request prior to appointment date.
- BellSouth Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS/WFA and the trouble is counted if the elapsed time exceeds 24 hours.

Calculation

Out of Service (OOS) > 24 hours = $(a \div b) \times 100$

- a = Total Cleared Troubles OOS > 24 Hours
- b = Total OOS Troubles in Reporting Period

Report Structure (see disaggregation table – Tennessee State specific)

- Dispatch/Non-Dispatch
- CLEC Specific
- BellSouth Aggregate
- CLEC Aggregate

⁵⁷ Measure is a derivative of BST's 7/16/01 SQMs.

TN-M&R-5: Out of Service (OOS) > 24 Hours Disaggregation**Tennessee Specific**

No.	Product Level Disaggregation	Retail Analog
1	Resold Residence POTS	Retail Residence
2	Resold Business POTS	Retail Business
3	Resold Design	Retail Design
4	Resold PBX	Retail PBX
5	Resold Centrex/Centrex-like	Retail Centrex
6	Resold BRI ISDN	Retail ISDN BRI
7	Resold PRI ISDN	Retail ISDN PRI
8	Resold DID Trunks	Retail DID Trunks
9	INP	Retail residence and business
10	UNE Platform	Retail residence and business
11	2-Wire Analog Design	Retail residence and Business Dispatch
12	2-Wire Analog Non-Design	Retail residence and Business Dispatch
13	UNE Digital Loop Less than DS1	Retail residence and Business Dispatch
14	UNE DS1	Retail Digital Loop DS1
15	UNE DS3 and greater	Retail Digital Loop DS3 or greater
16	Unbundled ISDN BRI	Retail ISDN BRI
17	Unbundled ISDN PRI	Retail ISDN PRI
18	Unbundled ADSL	ADSL provided to retail
19	Unbundled HDSL	ADSL provided to retail
20	UCL (short and long)	ADSL provided to retail
21	Other Unbundled Loops Design	Retail residence and business design dispatch
22	Other Unbundled Loops Non-Design	Retail residence and business design dispatch
23	Unbundled UDC/IDSL loop	Retail ISDN BRI
24	UNE Switch Port	Residence and Business (POTS)
25	Local Interoffice Trunks*	Retail DS1/DS3
26	Local Interconnection Trunk*	Retail DS1/DS3
27	Line Sharing/High Frequency Spectrum UNE	ADSL provided to retail
28	Line Splitting/High Frequency Spectrum UNE	ADSL provided to retail
29	Enhanced Extended Loops (EELs) Dispatch*	Retail DS1/DS3

Benchmark

Parity with BellSouth Retail analog

Enforcement Mechanism:

Tier 1 and Tier 2

Implementation Date:

Six months after Final Order

*Consistent with levels of disaggregation adopted in the Ordering and Provisioning measures.

TN-M&R-6: Average Answer Time – Repair Centers⁵⁸

Definition

This report measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call (abandoned calls are not included).

Note: The Total Column is a combined BellSouth Residence and Business number.

Calculation

Answer Time for BellSouth Repair Centers = (a - b)

- a = Time BellSouth Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

Average Answer Time for BellSouth Repair Centers = (c ÷ d)

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

Report Structure

- CLEC Aggregate
- BellSouth Aggregate

Benchmark

100% of all calls answered within 30 seconds.

Enforcement Mechanism

Tier 1 and Tier 2

Implementation Date

Ten (10) days after Final Order

⁵⁸ Measure is a derivative of BST's 7/16/01 SQMs.

TN-M&R-7: Mean Time To Notify CLEC of Network Outages⁵⁹

Definition

This report measures the time it takes for the BellSouth Network Management Center (NMC) to notify the CLEC of major network outages.

Exclusions

None

Business Rules

BellSouth will inform the CLEC of any major network outages (key customer accounts) via a page or email. When the BellSouth NMC becomes aware of a network incident, the CLEC and BellSouth will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

Calculation

Time to Notify CLEC = (a - b)

- a = Date and Time BellSouth Notified CLEC
- b = Date and Time BellSouth Detected Network Incident

Mean Time to Notify CLEC = (c ÷ d)

- c = Sum of all Times to Notify CLEC
- d = Count of Network Incidents

Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific

Disaggregation

- All Network Outages
- Tennessee Specific

Benchmark

Parity by Design

Enforcement Mechanism

N/A

Implementation Date

Ninety (90) days after Final Order

⁵⁹ Measure is a derivative of BST's 7/16/01 SQMs.

TN-C-1: Collocation Average Response Time⁶⁰

Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date BellSouth returns a response electronically or in writing. Within the presubscribed number of calendar days after having received a bona fide application for physical collocation, BellSouth must respond as to whether space is available or not.

Exclusions

Any application canceled by the CLEC prior to the benchmark interval.

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that BellSouth returns a response. The clock will restart upon receipt of changes to the original application request.

Calculation

Response Time = (a - b)

- a = Request Response Date
- b = Request Submission Date

Average Response Time = (c ÷ d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Disaggregation

- Tennessee State Specific
- Caged, Cageless, Virtual and Adjacent

Benchmark

95% within 10 calendar days

Enforcement Mechanism

Tier 1 and Tier 2

Implementation Date

Ten (10) days after Final Order

⁶⁰ Measure is a derivative of BST's 7/16/01 SQMs.

TN-C-2: Collocation Average Arrangement Time⁶¹

Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date BellSouth completes the collocation arrangement and notifies the CLEC.

Exclusions

- Any Bona Fide firm order canceled by the CLEC prior to the benchmark interval.
- Any Bona Fide firm order with a CLEC-negotiated interval longer than the benchmark interval.

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee.

The clock stops on the date that BellSouth completes the collocation arrangement and notifies the CLEC.

Calculation

Arrangement Time = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

Average Arrangement Time = (c ÷ d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period.

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Disaggregation

- Tennessee State Specific
- Caged, Cageless, Virtual, and Adjacent

Benchmark

95% Benchmark

- (1) 90 calendar days for Adjacent and Caged Physical Collocation
- (2) 30 calendar days for Cageless or Virtual Collocation

Enforcement Mechanism

Tier 1 and Tier 2

Implementation Date

Ten (10) days after Final Order

⁶¹ Measure is a derivative of BST's 3/12/01 SQMs except for benchmarks which are from DeltaCom.

TN-C-3: Collocation Percent of Due Dates Missed⁶²

Definition

Measures the percent of missed due dates for both virtual and physical collocation arrangements.

Exclusions

Any Bona Fide firm order canceled by the CLEC prior to the benchmark interval.

Business Rules

Percent Due Dates Missed is the percent of total collocation arrangements which BellSouth is unable to complete by end of the BellSouth committed due date. The clock starts on the date that BellSouth receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee if required. The arrangement is considered a missed due date if it is not completed on or before the committed due date.

Calculation

$\% \text{ of Due Dates Missed} = (a \div b) \times 100$

- a = Number of Completed Orders that were not completed within BellSouth Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Disaggregation

- Tennessee State Specific
- Caged
- Cageless
- Virtual
- Adjacent

Benchmark

Zero misses of committed due dates.

Enforcement Mechanism

Tier 1 and Tier 2

Implementation Date

Ten (10) days after Final Order

⁶² Measure is a derivative of BST's 3/12/01 SQMs except for benchmarks which are from DeltaCom.

TN-OS-/DA-1: Speed to Answer Performance/Average Speed to Answer - Toll⁶³

Definition

Measurement of the average time in seconds calls wait before answered by a toll or directory assistance operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer - Toll = $a \div b$

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - Tennessee State Specific

Disaggregation

- Operator Service
- Directory Assistance

Enforcement Mechanism

Parity by Design

Implementation

Ten (10) days after final order

⁶³ Derived from BellSouth SQM OS-1: Speed to Answer Toll. See *David Coon Direct Testimony*, submitted July 16, 2001, Exhibit DAC-1 pp. 6-1 through 6-2.

TN-OS/DA-2: Speed to Answer Performance/Percent Answered with “X” Seconds ⁶⁴

Definition

Measurement of the percent of toll calls and directory assistance calls that are answered in less than ten seconds

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within “X” Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
 - Tennessee State Specific

Disaggregation

- Operator Service
- Directory Assistance

Benchmark

Parity by Design

Enforcement Mechanism

Not Applicable

Implementation Date

Ten (10) days after final order

⁶⁴ Derived from BellSouth SQM OS-2: Speed to Answer. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 p. 6-3.

D-1: Average Database Update Interval⁶⁵

Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings. For E-911, see Section 8.

Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- BellSouth updates associated with internal or administrative use of local services

Business Rules

The interval for this measure begins with the date and time stamp of when the LSR requesting the change was received by the LCSC. The end time stamp is the date and time of completion of updates to the system. For BellSouth Results: The BellSouth computation is identical to that for the (starting when the request is placed to the BellSouth Business Office) CLEC with the clarifications noted below. Other Clarifications and Qualification:

- For LIDB, the elapsed time for a BellSouth update is measured from the point in time when the request for change or addition is made.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which BellSouth issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to BellSouth initiated changes), then the update submission date and time will be the date and time of BellSouth receipt of a syntactically correct update supplement. Update activities responding to BellSouth initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas); however, scheduled maintenance windows are excluded.

⁶⁵ Derived from BellSouth SQM D-1: Average Database Update Interval. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 p. 6-3.

D-1: Average Database Update Interval

Calculation

Update Interval = (a - b)

- a = Completion Date & Time of Database Update
- b = Submission Date and Time of Database Change

Average Update Interval = (c ÷ d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Disaggregation

- LIDB
- Directory Listing
- Directory Assistance

Benchmark

95% within 72 hours

Enforcement Mechanism

Tier-1

Tier-2

Implementation Date

Six months after Final Order

TN-D-2: Percent Database Update Accuracy⁶⁶

Definition

This report measures the accuracy of database updates by BellSouth for Line Information Database (LIDB), Directory Assistance, and Directory Listings using a statistically valid sample of LSRs/Orders in a manual review. This manual review is not conducted on BellSouth Retail Orders.

Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

For each update completed during the reporting period, the original update that the CLEC sent to BellSouth is compared to the database following completion of the update by BellSouth. An update is "completed without error" if the database completely and accurately reflects the activity specified on the original and supplemental update (orders) submitted by the CLEC. Each database (LIDB, Directory Assistance, and Directory Listings) should be separately tracked and reported. A statistically valid sample of CLEC Orders is pulled each month. That sample will be used to test the accuracy of the database update process. This is a manual process.

Calculation

Percent Update Accuracy = $(a \div b) \times 100$

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

Report Structure

- CLEC Aggregate
- Tennessee State Specific

Disaggregation

- LIDB
- Directory Assistance
- Directory Listing

Benchmark

95% Accurate

Enforcement Mechanism

Tier-2

Implementation Date

Ninety (90) days after Final Order

⁶⁶ Derived from BellSouth SQM D-2: Percent Database Update Accuracy. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 7-3 through 7-4.

TN-D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date⁶⁷

Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded in end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. BellSouth has a single provisioning process for both NXX(s) and LRN(s). In this measure, BellSouth will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date. An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC). The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into BellSouth Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers. The basic NXX routing process includes the addition of all NXX(s) in the response translations. This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWINs) document.

Exclusions

Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date.

Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date. The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in BellSouth switches will be captured in the Work Force Administration -Dispatch In database.

⁶⁷ Derived from BellSouth SQM D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date). See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 7-5 through 7-6.

TN-D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Calculation

Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date = $(a \div b) \times 100$

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs scheduled to be loaded by the LERG effective date

Report Structure

- CLEC Specific
- CLEC Aggregate

Disaggregation

Not Applicable

Benchmark

100% by LERG effective date

Enforcement Mechanism

Tier-2

Implementation Date

Ten (10) days after Final Order

TN-E-1: Timeliness⁶⁸

Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and BellSouth retail records) processed successfully within a 24-hour period.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing batch orders extracted from the BellSouth Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Timeliness = $(a \div b) \times 100$

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- Tennessee State Specific

Disaggregation

Not Applicable

Benchmark

Parity by Design

Enforcement Mechanism

Not Applicable

Implementation Date

Ten (10) Days after Final Order

⁶⁸ Derived from BellSouth SQM E-1: Timeliness. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 8-1 through 8-2.

TN-E-2: Accuracy⁶⁹

Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BellSouth retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing telephone number (TN) records extracted from BellSouth's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Accuracy = $(a \div b) \times 100$

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- Tennessee State Specific

Disaggregation

Not Applicable

Benchmark

Parity by Design

Enforcement Mechanism

Not Applicable

Implementation Date

Ten (10) days after Final Order

⁶⁹ Derived from BellSouth SQM E-2: Accuracy. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 8-3 through 8-4.

TN-E-3: Mean Interval⁷⁰

Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BellSouth retail records) including processing against the Automatic Location Identification (ALI) database.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Interval = (a - b)

- a = Date and time of batch order completion
- b = Date and time of batch order submission

E911 Mean Interval = (c ÷ d)

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- Tennessee State Specific

Disaggregation

Not Applicable

Benchmark

Parity by Design

Enforcement Mechanism

Not Applicable

Implementation Date

Ten (10) days after Final Order

⁷⁰ Derived from BellSouth SQM E-3: Mean Interval. See David Coon Direct Testimony, submitted July 16, 2001, Exhibit DAC-1 pp. 8-5 through 8-6.

TN-TGP-1: Trunk Group Performance-Aggregate⁷¹

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Increases in volume due to CLEC lack of informing BellSouth within a reasonable timeframe
- Final groups actually overflowing, not blocking

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk-blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

⁷¹ Derived from BellSouth SQM TGP-1: Trunk Group Performance-Aggregate. *See David Coon Direct Testimony*, submitted July 16, 2001, Exhibit DAC-1 pp. 9-1 through 9-2.

TN-TGP-1: Trunk Group Performance-Aggregate

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 9:	BellSouth End Office	BellSouth End Office
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

Calculation

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Aggregate
 - Tennessee State Specific
- BellSouth Aggregate
 - Tennessee State Specific

Disaggregation

- CLEC Aggregate (for CLECs in Tennessee)
- BellSouth Aggregate

TN-TGP-1: Trunk Group Performance-Aggregate

Benchmark

- BellSouth aggregate
- Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 1,9,10,16 for BellSouth.

Enforcement Mechanism

Tier-2

Implementation Date

Ten (10) days after Final Order

TN-TGP-2: Trunk Group Performance-CLEC Specific⁷²

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Increases in volume due to CLEC lack of informing BellSouth within a reasonable timeframe
- Final groups actually overflowing, not blocking

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk-blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

⁷² Derived from BellSouth SQM TGP-1: Trunk Group Performance-Aggregate. *See David Coon Direct Testimony*, submitted July 16, 2001, Exhibit DAC-1 pp. 9-3 through 9-4.

TN-TGP-2: Trunk Group Performance-CLEC Specific

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 9:	BellSouth End Office	BellSouth End Office
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

Calculation

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Specific
 - Tennessee State Specific

Disaggregation

- CLEC trunk group
 - Tennessee State Specific

TN-TGP-2: Trunk Group Performance-CLEC Specific

Benchmark

Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 1,9,10,16 for BellSouth

Enforcement Mechanism

Tier-1

Implementation Date

Ten (10) days after Final Order

ACCESS ORDERING

Measurement: ASR Response

Description

The Access Service Request (ASR) response is the BellSouth response to a valid ASR, whether an initial or supplemental ASR, that provides a specific due date via and FOC or an estimated completion date based on an engineering estimate.

Calculation Methodology

ASR Response - Distribution:

(ASR Response Date- ASR Sent Date), for each ASR Response received during the reporting period, distributed by 0 day, 1 day, 2 days, through 10 days and > 10 days.

Business Rules

1. Counts are based on each instance an ASR Response is received from BellSouth. If one or more Supplemental ASRs are issued to correct or change a request, each corresponding response, which is received during the reporting period, is counted and measured.
2. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day.
3. Projects are included. Determination of what is identified as a project varies but should not alter the need to ensure that service is provided within expected intervals.

Exclusions

- Unsolicited FOCs
- Disconnect ASRs
- Cancelled ASRs
- Record ASRs

Level of Disaggregation

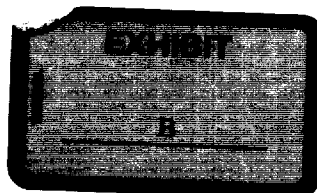
Special Access

- DS0
- DS1
- DS3
- OCn

Switched Access

Implementation Date

Six months from Final Order



ACCESS ORDERING

Measurement: Offered Versus Requested Due Date

Description

The Offered Versus Requested Due Date measure reflects the degree to which BellSouth is committing to install service on the Requested Due Date (RDD), when a date is specifically requested, that is equal to or greater than the BellSouth stated interval.

Calculation Methodology

$$\frac{[\text{Count of circuits where (FOC Due Date = RDD)}]}{[\text{Total number of circuits where (RDD-ASR Sent Date) \Rightarrow BellSouth stated interval}]} * 100$$

Business Rules

1. Measures are based on the last ASR sent and the associated FOC Due Date from BellSouth.
2. Selection is based on circuits completed by BellSouth during the reporting period. An ASR may provision more than one circuit and BellSouth may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed.
3. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day.
4. Projects are included. Determination of what is identified as a project varies but should not alter the need to ensure that service is provided within expected intervals.

Exclusions

- Unsolicited FOCs
- Disconnect ASRs
- Cancelled ASRs
- Record ASRs
- Expedited Orders

Levels of Disaggregation

Special Access

- DS0
- DS1
- DS3
- OCn

Switched Access

Implementation Date

Six months from Final Order

ACCESS PROVISIONING

Measurement: On Time Performance to FOC Due Date

Description

On Time Performance to FOC Due date measures the percentage of circuits that are completed on the FOC Due Date, as recorded from the FOC received in response to the last ASR sent. Customer Not Ready (CNR) situations, lost access, and no access may result in an installation day. The On Time Performance to FOC Due Date is calculated both with CNR consideration and no access or lost access, i.e. measuring the percentage of time the service is installed on the FOC due date while counting CNR and lost or no access, and without CNR and lost and no access.

Calculation Methodology

Percent On Time Performance to FOC Due Date- With CNR and Access Consideration:

$$\frac{[(\text{Count of Circuits Completed on or before BellSouth Committed Due Date} + \text{Count of Circuits after FOC Due Date with verifiable CNR code, and No access or Lost Access}) / (\text{Count of Circuits Completed in Reporting Period})] \times 100}{}$$

Percent On Time Performance to FOC Due Date –Without CNR Consideration:

$$\frac{[(\text{Count of Circuits Completed on or before BellSouth Committed Due Date}) / (\text{Count of Circuits Completed in Reporting Period})] \times 100}{}$$

Business Rules

1. Measures are based on the last ASR sent and the associated FOC Due Date received from BellSouth.
2. Selection is based on circuits completed by BellSouth during the reporting period. An ASR may provision more than one circuit and BellSouth may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed.
3. The BellSouth Completion Date is the date upon which BellSouth completes installation of the circuit.
4. Projects are included. Determination of what is identified as a project varies but should not alter the need to ensure that service is provided on the FOC Due Date.
5. A customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of BellSouth that prevents BellSouth from completing an order, including the following: customer not ready, end user not ready, connecting company is not ready, or third party supplier is not ready. BellSouth must ensure that established procedures are followed to notify customers of a CNR, no access or lost access situation and allow a reasonable period of time for corrective action.

Exclusions

- Unsolicited FOCs
- Disconnect ASRs
- Cancelled ASRs
- Record ASRs

Levels of Disaggregation

Special Access

With CNRs/Without CNRs

- DS0
- DS1
- DS3
- OCn

Switched Access

With CNRs/Without CNRs

Implementation Date

Six months from Final Order

ACCESS PROVISIONING

Measurement: Days Late

Description

Days late captures the magnitude of the delay, both in average and distribution, for those circuits not completed on the FOC Due Date, and the delay was not a result of a verifiable CNR situation.

Calculation Methodology

Average Days Late:

$$\frac{\sum[\text{Circuit completion date}-\text{BellSouth committed due date (for all circuits completed beyond BellSouth committed due date without CNR code)}]}{(\text{count of circuits completed beyond BellSouth committed due date without CNR code})}$$

Distribution:

ASR Completion Date-BellSouth Committed Due Date (for all ASRs completed beyond BellSouth committed due date without a CNR code) distributed by: 1 day, 2-5 days, 6-10 days, 11-20 days, 21-30 days, 31-40 days and > 40 days.

Business Rules

1. Measures are based on the last ASR sent and the associated FOC Due Date received from BellSouth.
2. Selection is based on circuits completed by BellSouth during the reporting period. An ASR may provision more than one circuit and BellSouth may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are complete.
3. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day.
4. Projects are included. Determination of what is identified as a project varies but should not alter the need to ensure that service is provided on the FOC Due Date.
5. A customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of BellSouth that prevents BellSouth from completing an order, including the following: customer not ready, end user not ready, connecting company is not ready, or third party supplier is not ready. BellSouth must ensure that established procedures are followed to notify customers of a CNR situation and allow a reasonable period of time for corrective action.

Exclusions

- Unsolicited FOCs
- Disconnect ASRs
- Cancelled ASRs
- Record ASRs
- Expedites

Level of Disaggregation

Special Access

- DS0
- DS1
- DS3
- OCn

Switched Access

Implementation Date

Six months from Final Order

ACCESS PROVISIONING

Measurement: Average Intervals - Requested/Offered/Installation

Description

The intent of this measure is to capture three important aspects of the provisioning process and display them in relation to each other. The Average Requested Interval, the Average BellSouth Offered Interval and the Average Installation Interval provide a comprehensive view of provisioning with the ultimate goal to have these three intervals equal.

Calculation Methodology

Average Requested Interval:

Sum (Requested Due Date-ASR Sent Date)/Total Circuits Completed during reporting period

Average BellSouth Offered Interval:

Sum (FOC Due Date-ASR Sent Date)/Total Circuits Completed during reporting period.

Average Installation Interval:

Sum (BellSouth Completion Date – ASR Sent Date)/Total Circuits Completed during reporting period.

Business Rules

1. Measures are based on the last ASR sent and the associated FOC Due Date received from BellSouth.
2. Selection is based on circuits completed by BellSouth during the reporting period. An ASR may provision more than one circuit and BellSouth may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all circuits are completed.
3. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day.
4. Projects are included. Determination of what is identified as a project varies but should not alter the need to ensure that service is provided within expected intervals.
5. The Average Installation Interval includes all completions.

Exclusions

- Unsolicited FOCs
- Disconnect ASRs
- Cancelled ASRs
- Record ASRs

Levels of Disaggregation

Special Access

- DS0

- DS1
 - DS3
 - OCn
- Switched Access

Implementation Date
Six months from Final Order

ACCESS PROVISIONING

Measurement: Past Due Circuits

Description

The Past Due Circuits measure provides a snapshot view of circuits not completed as of the end of the reporting period. The count is taken from those circuits that have received an FOC Due Date but the date has passed. Results are separated into those held for BellSouth reasons and those held for customer reasons (CNRs). A diagnostic measure, Percent Cancellation After FOC Due Date, is included to show a percent of all cancellations processed during the reporting period where the cancellation took place after the FOC Due Date had passed and is shown as a percentage of total circuits cancelled or completed.

Calculation Methodology

Held Circuits Distribution

Count of all circuits past the FOC Due Date that have not been reported as completed (Calculated as last day of reporting period - FOC Due Date) Distributed by: 1-5 days, 6-10 days, 11-20 days, 21-30 days, 31-40 days, > 40 days.

Percent Cancellations After FOC Due Date:

[Count (all circuits cancelled during the reporting period, that were past due at the end of the previous reporting period, where (date cancelled > FOC Due date) / (total circuits past due at the end of the previous reporting period) x 100

Business Rules

1. Calculation of Held Circuits is based on the most recent ASR and associated FOC Due Date.
2. An ASR may provision more than one circuit and BellSouth may break the ASR into separate internal orders, however, the ASR is not considered completed for measurement purposes until all segments are completed.
3. Days shown are business days, Monday to Friday, excluding National Holidays. Activity starting on a weekend, or holiday, will reflect a start date of the next business day, and activity ending on a weekend, or holiday, will be calculated with an end date of the last previous business day.
4. Projects are included. Determination of what is or is not identified as a project varies but should not alter the need to ensure that service is provided on the FOC Due Date.
6. A customer Not Ready (CNR) is defined as a verifiable situation beyond the normal control of BellSouth that prevents BellSouth from completing an order, including the following: customer not ready, end user not ready, connecting company is not ready, or third party supplier is not ready. The BellSouth must ensure that established procedures are followed to notify customers of a CNR situation and allow a reasonable period of time for corrective action.
5. Reporting period is defined as calendar month

Exclusions

- Unsolicited FOCs

- Disconnect ASRs
- Record ASRs

Level of Disaggregation

BellSouth Reasons/Customer Reasons including CNRs

Special Access

- DS0
- DS1
- DS3
- OCn

Switched Access

Implementation Date

Six months from Final Order

ACCESS PROVISIONING

Measurement: New Installation Trouble Report Rate

Description

New Installation Trouble Report Rate measures the quality of the installation work by capturing the rate of trouble reports on new circuits within 30 calendar days of the installation.

Calculation Methodology

Trouble Report Rate within 30 Calendar Days of Installation:

$$\left[\frac{\text{Count (trouble report within 30 calendar days of installation)}}{\text{(total number of circuits installed in the report period)}} \right] \times 100$$

Business Rules

1. The Completion Date is the date upon which BellSouth completes installation of the circuit.
2. The calculation for the preceding 30 calendar days is based on the creation date of the trouble ticket.

Exclusions

- Trouble tickets that are canceled at customers request
- Customer, IXC, CPE (customer premise equipment) or end user caused troubles
- BellSouth Trouble reports associated with administrative service
- Tickets used to track referrals of misdirected calls
- Customer request for information tickets

Levels of Disaggregation

Special Access

- DS0
- DS1
- DS3
- OCn

Switched Access

Implementation Date

Six months from Final Order

ACCESS MAINTENANCE and REPAIR

Measurement: Failure Rate

Description

Failure Rate measures the overall quality of the circuits being provided by BellSouth and is calculated by dividing the number of troubles resolved during the reporting period by the total number of “in service” circuits, at the end of the reporting period.

Calculation Methodology

Failure Rate – Annualized:

$$\{[(\text{Count of trouble reports resolved during the reporting period}) / (\text{number of circuits in service at the end of the report period})] \times 100\}$$

Business Rules

1. A trouble report/ticket is any record (whether paper or electronic) used by BellSouth for the purpose of tracking related action and disposition of a service repair or maintenance situation.
2. A trouble is resolved when BellSouth issues notice to the customer that the circuit has been restored to normal operating parameters.
3. Where more than one trouble is resolved on a specific circuit during the reporting period, each trouble is counted in the Trouble Report Rate.
4. Reporting period is defined as calendar month.

Exclusions:

- Trouble tickets that are canceled by Customer request
- Customer, IXC, CPE (customer premise equipment), and end user caused troubles
- BellSouth trouble reports associated with administrative service
- Customer request for informational tickets
- Tickets used to track referrals of misdirected calls

Levels of Disaggregation

Special Access

- Below DS3 (i.e. DS0+DS1)
- DS3 and above

Switched Access

Implementation Date

Six months from Final Order

MAINTENANCE AND REPAIR

Measurement: Mean Time to Restore

Description

The Mean Time to Restore interval measures the promptness in restoring circuits to normal operating levels when a problem or trouble is referred to BellSouth. Calculation is the elapsed time from submission of a trouble report to BellSouth to the time BellSouth closes the trouble, less any customer hold time or delayed maintenance time due to valid customer caused delays.

Calculation Methodology

Mean Time to Restore:

$$\sum [(Date\ and\ Time\ of\ Trouble\ Ticket\ Resolution\ Closed\ to\ customer - Date\ and\ Time\ of\ Trouble\ Ticket\ Referred\ to\ BellSouth) - (Customer\ Hold\ Times)] / (count\ of\ Trouble\ Tickets\ Resolved\ in\ Reporting\ Period)]$$

Business Rules

1. A trouble report or trouble ticket is any record (whether paper or electronic) used by BellSouth for the purposes of tracking related action and disposition of a service repair or maintenance situation.
2. Elapsed time is measured on a 24 –hour, seven-day week basis, without consideration of weekends or holidays.
3. Multiple reports in a given period are included, unless the multiple reports for the same customer is categorized as “subsequent” (an additional report on an already open ticket).
4. “Restore” means to return to the normally expected operating parameters for the service regardless of whether or not the service, at the time of trouble ticket creation, was operating in a degraded mode or was completely unusable.
5. A trouble is “resolved” when the BellSouth issues notice to customer that the end users service is restored to normal operating parameters.
6. Customer Hold Time or Delayed Maintenance Time resulting from no access to the end user’s premises or other Customer caused delays, such as holding the ticket open for monitoring, is deducted from the total resolution interval.

Exclusions:

- Trouble tickets that are cancelled at customer request
- Customer, IXC, CPE (customer premise equipment), or end user caused troubles
- BellSouth trouble reports associated with administrative service
- Customer request for informational tickets
- Trouble tickets created for tracking and/or monitoring circuits
- Tickets used to track referrals of misdirected calls

Levels of Disaggregation

Special Access

- Below DS3

- DS3 and above
 - Found ok/Test ok
- Switched Access
- Found ok/Test ok

Implementation Date

Six months from Final Order

ACCESS MAINTENANCE and REPAIR

Measurement: Repeat Trouble Report Rate

Description

The repeat trouble ticket report rate measures the percent of maintenance troubles resolved during the current reporting period that had at least one prior trouble ticket any time in the preceding 30 calendar days from the creation date of the current trouble report

Calculation Methodology

Repeat Trouble Report Rate:

$$\frac{[(\text{Count of current trouble reports with a previous trouble, reported on the same circuit, in the preceding 30 calendar days})]}{(\text{number of reports in the report period})} \times 100$$

Business Rules

1. A trouble report or trouble ticket is any record (whether paper or electronic) used by BellSouth for the purposes of tracking related action and disposition of a service repair or maintenance situation.
2. A trouble is resolved when BellSouth issues notice to customer that the circuit has been restored to normal operating parameters.
3. If a trouble ticket was closed out previously with the disposition code classifying it as FOK/TOK/CPE/IXC, then the second trouble must be counted as a repeat trouble report if it is resolved to BellSouth reasons.
4. The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.

Exclusions

- Trouble tickets that are canceled at customer request
- Customer, IXC, CPE (Customer Premise Equipment), or end user caused troubles
- BellSouth trouble reports associated with administrative service
- Subsequent trouble reports-defined as those cases where a customer called to check on the status of an existing open trouble ticket.

Levels of Disaggregation

Special Access

- Below DS3
- DS3 and above

Switched Access

Implementation Date

Six months from Final Order

Glossary

Term	Definition
Access Service Request (ASR)	A customer request to BellSouth to order new service, or request a change to existing service, which provides access to the local exchange company's network, under terms, specified in the local exchange company's special or switched access tariffs
Business Day	Monday thru Friday 8am-5pm central time excluding holidays
Customer Not Ready (CNR)	A condition where BellSouth was unable to complete installation due to the end user, customer, not being ready
Facility Check	A pre-provisioning check performed by BellSouth, in response to an access service request, to determine the availability of facilities and assign the installation date
Firm Order Confirmation (FOC)	The notice returned from BellSouth, in response to an access service request, to determine the availability of facilities and assign the installation date An unsolicited FOC is a supplemental FOC issued by BellSouth to change the due date or for other reasons, although no change to the ASR was requested by customer.
Projects	Service requests that exceed the line size and or level of complexity, which would allow for the use of standard ordering and provisioning processes.
Repeat Troubles	Trouble that reoccurs on the same telephone number/circuit id within 30calendar days
Supplemental ASR	A revised ASR that is sent to change due dates or alter the original ASR request. A "version" indicator related to the original ASR number tracks each supplemental ASR.

