4.2.6 Interfaces

4.2.6.1 ILEC, at no cost to MCIm, shall transmit formatted Recorded Usage Data to MCIm via NDM as designated by MCIm.

4.2.6.2 MCIm shall notify ILEC of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

4.2.6.3 Critical edit failure on the Pack Header or Pack Trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by MCIm within one (1) business day of processing. Rejected packs shall be corrected by ILEC and retransmitted to MCIm within twenty-four (24) hours or within an alternate timeframe negotiated on a case by case basis.

4.2.6.4 A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. ILEC shall provide MCIm one dataset per sending location, with the agreed upon RAO/OCN populated in the Header and Trailer records.

4.2.7 Formats & Characteristics

4.2.7.1Rated in collect messages should be transmitted via the NDM and can be intermingled with the unrated messages. No special packing is needed

4.2.7.2EMR: ILEC shall provide Recorded Usage Data in the EMR format and by category, group and record type, and shall be transmitted, via a direct feed, to MCIm. The following is a list of EMR records that MCIm can expect to receive from ILEC:

Header Record	20-21-01
Trailer Record	20-21-02

Detail Records * 01-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
10-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37
Credit Records 03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Rated Credits 41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Cancel Records 51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Correction Records 71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

* Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5

4.2.7.3 ILEC shall comply with the most current version of Bellcore standard practice guidelines for formatting EMR records.

4.2.7.4 The Interfacing Bell RAO, OCN, and Remote Identifiers shall be used by MCIm to control invoice sequencing and each shall have its own invoice controls. The OCN shall also be used to determine where the message returns file, containing any misdirected and unguidable usage, shall be sent.

4.2.7.5 The file's Record Format (RECFM) shall be Variable Block or fixed as negotiated, Size and the Logical Record Length (LRECL) shall be as specified by MCIm.

4.2.7.6 Initially, ILEC may elect not to comply with specific sorting requirements. However, MCIm may elect to require ILEC to sort PACKS in accordance with MCIm specifications at a later date.

4.2.7.7 ILEC shall transmit the usage to MCIm using dataset naming conventions prescribed by MCIm.

4.2.8 Controls

4.2.8.3 MCIm shall test and certify the NDM interface to ensure the accurate receipt of Recorded Usage Data.

4.2.8.4 Header and trailer records shall be populated in positions 13-27 with the following information:

Position	
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number
17-19	Interfacing Bell RAO Code
20-23	MCIm OCN - value 7229
24-27	Reseller OCN

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer)

4.2.8.4 Control Reports: MCIm accepts input data provided by ILEC in EMR format in accordance with-the requirements and specifications detailed in this Section 8 of the Attachment III. In order to ensure the overall integrity of the usage being transmitted from ILEC to MCIm, data transfer control reports shall be required. These reports shall be provided by MCIm to ILEC on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by ILEC.

4.2.8.5 Control Reports - Distribution: Since ILEC is not receiving control reports, dataset names shall be established during detailed negotiations.

4.2.8.6 Message Validation Reports: MCIm shall provide the following once(1) per day (or as otherwise negotiated) Message Validation reports to the designated ILEC System Control Coordinator. These reports shall be provided for all data received within ILEC Local Resale Feed and shall be transmitted Monday through Friday.

4.2.8.7 Incollect Pack Processing: This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

- ILEC Name
- Reseller Total Messages processed in a pack

- Packs processed shall reflect the number of messages initially erred and accepted within a pack
- Reseller Total Packs processed

4.2.8.8 MCIm requires information on a subscriber's selection of billing method, special language billing, and other billing options.

4.3 Standards

4.3.1 When requested by MCIm for security purposes, ILEC shall provide MCIm with Recorded Usage Data within two (2) hours of the call completion. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

4.3.2 ILEC shall include the Working Telephone Number (WTN) of the call originator on each EMR call record.

4.3.3 End user customer usage records and station level detail records shall be in packs in accordance with EMR standards.

4.3.4 ILEC shall provide Recorded Usage Data to MCIm on a schedule to be determined by the parties once a day three hundred sixty-five (365) days a year, as designated by MCIm. ILEC shall provide to MCIm the Recorded Usage Data not more than twenty-four (24) hours after termination of the call for which usage data is to be provided.

4.3.5 ILEC shall segregate and organize the Recorded Usage Data in accordance with MCIm's instructions.

4.4 Performance Measurements

4.4.1 When notified by MCIm that a subscriber has changed his/her PIC only from one interexchange carrier to another carrier, ILEC shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed.

4.4.2 **Timelines:** ILEC shall mechanically transmit, via NDM, all usage records to MCIm's Message Processing Center once (1) per day.

Measurement:

Rating	Criteria
Exceeds Expectations	≥99.95% records delivered on the day call was recorded
Meets Expectations =	99.94% of all messages delivered on the day the call was recorded
Approaches Expectations =	99.94% of all messages delivered within 12 hours of the d ay the call was recorded
Does Not Meet Expectations	<99.94% of all messages delivered within12 hours of the d day the call was recorded

4.3.1 **Completeness:** ILEC shall provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (15) days of the message create date.

Metric:

[(Total number of Recorded Usage Data records delivered during current month
minus
Number of Usage Call Records held in error file at the end of the current month)
divided by
Total number of Recorded Usage Data Records delivered during current month]
times 100

Measurement:

Rating	Criteria
Exceeds Expectations	100% of all recorded records delivered
Meets Expectations	≥99.99% of all recorded records delivered

Approaches Expectations	99.95% to 99.98% of recorded records delivered
Does Not Meet Expectations	≤99.94% of all recorded records delivered

Note: Failure of ILEC to transmit to MCIm 100% of all recorded messages shall result in a liability by ILEC to MCIm for the lost revenue.

4.3.2 Accuracy: ILEC shall provide Recorded Usage Data in the format and with the content as defined in the current Bellcore document.

Metric:

$$\frac{\text{Total Number of Recorded Usage Data Transmitted Correctly}}{\text{Total Number of Recorded Usage Data Transmitted}} \times 100$$

Measurement:

Rating	Criteria
Exceeds Expectations	100% of all recorded records delivered
Meets Expectations	≥99.99% of all recorded records delivered
Approaches Expectations	99.95% to 99.98% of all recorded records delivered
Does Not Meet Expectations	≤ 99-94% of all recorded records delivered

4.3.3 **Data Packs Accuracy**: ILEC shall transmit to MCIm all packs error free in the format agreed.

Rating	Criteria
Exceeds Expectations	6+ months of Transmitted Packs without a rejected pack
Meets Expectations	6 months of Transmitted Packs without a rejected pack
Does Not Meet Expectations	1 Rejected Pack in a window of less than 3 months

Notes: All measurements 4.4.5 shall be on a Rolling Period.

4.3.4 **Recorded Usage Data Accuracy**: ILEC shall ensure that the Recorded Usage Data is transmitted to MCIm error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to ILEC as a Modification Request (MR). Performance is to be measured at 2 levels defined below. MCIm shall identify the priority of the MR at the time of hand off as Severity 1 or Severity 2. The following are MCIm expectations of ILEC for each:

Measurement:

Severity 1:

Rating	Criteria
Exceeds Expectations	100% of the MR fixed in ≤24 hours
Meets Expectations	≥90% of the MR fixed in ≤24 hours and 100% of the MR fixed in ≤5 days
Does Not Meet Expectations	<90% of the MR fixed in ≤24 hours or of the MR fixed in >5 days

Severity 2:

Rating	Criteria
Exceeds Expectations	100% of the MR fixed in <3 working days
Meets Expectations	≥90% of the MR fixed in 3 days and of the MR fixed in ≤10 Days
Does Not Meet Expectations or	<90% of the MR fixed In ≤3 Days of the MR fixed in >10 Days

4.3.5 Usage Inquiry Responsiveness: ILEC shall respond to all usage inquiries within twenty-four (24) hours of MCIm's request for information. It is MCIm's expectation to receive continuous status reports until the request for information is satisfied.

Measurements:

Rating	Criteria

Meets Expectations 100% of the Inquires responded to within 24 hours
Does Not Meet Expectations <99.99% of the Inquiries responded to within 24 hours

4.3.6 **File Transfer Accuracy:**_ILEC shall initiate and transmit all files error free and without loss of signal.

Metric:

$$\frac{\text{Number of FILES Received}}{\text{Number of FILES Sent}} \times 100$$

Notes: All measurement shall be a on a rolling period.

Measurement:

Rating	Criteria
Exceeds Expectations	6+ months of file transfers without a failure.
Meets Expectations	6 months of file transfers without a failure.
Does Not Meet Expectations	<6 months of file transfers without failure.

4.3.7 ILEC shall meet the following performance measurements for the provision of EMR records:

4.3.7.1 **Timeliness**: 99.94% of all records recorded each day should be received by MCIm within one (1) calendar day of their recording. 100% of all such records should be received within five (5) calendar days of their recording.

4.3.7.2 **Accuracy:** There should be no more than 60 errors per one (1) million records transmitted

4.3.7.3 **Completeness:** There should be no more than 20 omissions per one (1) million records.

4.4 Reporting

4.4.1 ILEC shall agree to develop reports to be used for local usage data performance measurement within (sixty) 60 days of the Effective Date of this Agreement.

4.4.2 In addition to the reporting requirements stated above ILEC shall produce and publish annually with respect to it's network and service quality performance, a report which will provide evidence that ILEC shows no undue discrimination by ILEC amongst CLECs or between ILEC retail and other CLECs with respect to quality of service.

4.4.2.1 The specific services to be included in the Performance Measurement Report, it's format, measurement timeframe, and initial implementation date shall be as required by MCIm.

Section 5. Maintenance

5.1 General Requirements

5.1.1 ILEC shall provide repair, maintenance, testing, and surveillance for all Local Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.

5.1.1.1 During the term of this Agreement, ILEC shall provide necessary maintenance business process support as well as those technical and systems interfaces required to enable MCIm to provide at least the same level and quality of service for all services for resale, functions, features, capabilities and unbundled elements or combinations of elements as ILEC provides itself, its subscribers any of its affiliated or subsidiaries or any other entity. ILEC shall provide MCIm with the same level of maintenance support as ILEC provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that ILEC uses and/or which are required by law, regulatory agency, or by ILEC's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as ILEC may deploy) that ILEC provides to MCIm under this Agreement.

5.1.1.2 ILEC shall provide a SPOC (Single Point of Contact) for MCIm to report via telephone maintenance issues and trouble reports twenty four (24) hours a day and seven (7) days a week.

5.1.1.3 ILEC shall provide MCIm maintenance dispatch personnel on the same schedule that they provide their own subscribers.

5.1.2 MCIm shall handle all interaction with MCIm subscribers including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution.

5.1.3 ILEC shall cooperate with MCIm to meet maintenance standards for all Telecommunications Services, unbundled network elements and Combinations ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

5.1.4 All ILEC employee or contractors who perform repair service for MCIm subscribers shall follow procedures, supplied by MCIm, in all their communications with MCIm subscribers. At a minimum, these procedures and protocols shall ensure that: (1) ILEC employees or contractors shall perform repair service that is at least equal in quality to that provided to ILEC subscribers; (2) trouble calls from MCIm subscribers shall receive response time priority that is at least equal to that of ILEC subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is an MCIm subscriber or an ILEC subscriber.

5.1.5 ILEC shall provide MCIm with scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services, network elements and Combinations provided to MCIm under this Agreement equal in quality to that currently provided by ILEC in the maintenance of its own network.

5.1.5.1 ILEC shall provide MCIm at least sixty (60) days advance notice of any scheduled maintenance activity which may impact MCIm's subscribers including a list of all services, elements, features, functions, and capabilities which may be impacted by ILEC maintenance activities.

5.1.5.2 Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.

5.1.6 ILEC shall notify MCIm of all non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by ILEC on any network element, including, without limitation, any

hardware, equipment, software, or system, providing service functionality which may potentially impact MCIm subscribers.

5.1.6.1 ILEC shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; but in no case shall notice be given to MCIm after the work has started to take place.

5.1.6.2 ILEC shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCIm promptly of any such actions it takes.

5.1.7 ILEC shall provide MCIm a detailed description of any and all emergency restoration plans and disaster recovery plans which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) provisions for immediate notification to MCIm of the existence, location, and source of any emergency network outage potentially affecting an MCIm subscriber; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) methods and procedures to provide MCIm with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) an inventory and description of mobile restoration equipment, by location; (v) methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) methods and procedures for reprovisioning of all Telecommunications Services and network elements or Combinations after initial restoration, (vii) equal priority, as between MCIm subscribers and ILEC subscribers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components, and (viii) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week.

5.1.7.1 For purposes of this subsection 5.1, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period for all subscribers in a single exchange.

5.1.8 ILEC and MCIm shall establish mutually acceptable methods and procedures for the immediate, on-line transfer from ILEC to MCIm of any and all misdirected calls from MCIm subscribers requesting repair.

5.1.9 ILEC shall inform MCIm of repair completion and trouble reason as soon as possible but not more than ten (10) minutes after restoration of network elements, or Combinations, and any other trouble reports by MCIm. Notification should be provided via phone (as an interim measure), and eventually electronic interface.

5.1.10 ILEC and MCIm shall mutually develop escalation procedures to be followed if, in MCIm's judgment, any performance standard defined in this Agreement is not met for any individual trouble report. The escalation procedures to be provided shall include names and telephone numbers of ILEC management personnel who are responsible for maintenance issues and who will be contacted when a trouble condition is escalated.

5.1.11 In the event ILEC shall fail to conform to any specified performance and service quality standards, MCIm may request, and ILEC shall perform and deliver to MCIm, a root cause analysis of the reasons for ILEC's failure to conform, and ILEC shall correct said cause as soon as possible, at its own expense.

5.1.12 Dispatching of ILEC technicians to MCIm subscriber premises shall be accomplished by ILEC pursuant to a request received from MCIm. MCIm shall be able to schedule maintenance appointments in half-day intervals. The electronic interface established pursuant to subsection 5.2 shall provide the capability of allowing MCIm to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the customer's premises, and verify any actual work completed on the customer's premises.

5.1.13 ILEC shall supply MCIm with a unique number to identify each MCI initial trouble report opened.

5.1.14 ILEC shall provide for resale any maintenance/protection plans to MCIm that it offers ILEC's own subscribers.

5.1.15 All MCIm subscribers shall be able to continue to use the established local dialing protocol to access the repair center. Upon dialing "611", the subscriber shall be presented with a non-branded menu that requests the input of the subscriber's telephone number. Once the telephone number is provided, the subscriber shall be transferred to the MCIm repair center. Whenever the ILEC receives a repair call directly from an MCIm subscriber, without voice response menu prompts, the call shall be unbranded and transferred to the appropriate MCIm repair center.

5.1.16 At MCIm's request, ILEC shall allow MCIm to reopen a trouble report if the initial trouble report was closed without repairs being performed to the subscriber's satisfaction. Such reopening shall reactivate the original report. For reopened trouble reports MCIm shall have the ability to escalate repair service requests.

5.1.17 ILEC shall notify MCIm via phone or electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. MCIm will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.

5.1.18 Additional Unbundling Requirements

5.1.19 When trouble is reported by a subscriber served through unbundled network elements, MCIm will test its network to identify any problems. If no problems are identified with the MCIm network, MCIm will open a trouble report with ILEC. ILEC shall then test its portion of the network and perform repairs as required in the timeframes set forth below in this Agreement.

5.1.19.1 MCIm will coordinate combined testing or repair activities until trouble is resolved. ILEC shall provide repair updates to MCIm.

5.1.20 Maintenance service options shall be unbundled to permit MCIm at its option use qualified third party contractors for maintenance/repair of Network Elements.

5.2 Systems Interfaces and Information Exchanges

5.2.1 ILEC shall cooperate with MCIm to establish real-time, electronic interface by MCIm to ILEC's maintenance systems and

databases. This interface shall be seamless and transparent to MCIm personnel working through MCIm's systems.

5.2.1.1 An electronic bond will be a system to system connection with immediate update capability. In no way shall this interface cause MCIm personnel to use ILEC systems via remote hook up or any other means of access.

5.2.1.2 This interface shall allow MCIm personnel to perform the following functions for MCIm subscribers: (i) enter trouble reports in the ILEC maintenance systems for an MCIm Subscriber, (ii) retrieve and track current status on all MCIm subscriber trouble report; (iii) receive "estimated time to repair" ("ETTR") on a real-time basis; (iv) receive immediate notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment, and (v) retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each such category, and total by subscriber, per event (vi) receive automated notification of case closure.

5.2.1.3 Automated interfaces must be provided into a centralized operations support systems data base for real time network monitoring to proactively identify potential service degradation. Such systems must monitor and report on the integrity of the ILEC network, isolate trouble and initiate repair operations, test individual unbundled loops and generate maintenance and repair notices that impact any end user's ability to complete calls. Ongoing maintenance practices on unbundled loops must equal or exceed the practices employed by the ILEC for facilities used to provide services for resale.

5.2.1.4 ILEC agrees to develop and implement, as soon as possible but not later than January 1, 1997, the electronic interfaces described above.

5.2.2 ILEC agrees that MCIm may report troubles directly to a single ILEC Repair/Maintenance Center for both residential and business subscribers unless otherwise agreed to by MCIm.

5.2.3 ILEC shall perform all testing for Resale Services.

5.2.3.1 ILEC shall provide test results to MCIm, if appropriate, for trouble clearance. In all instances, ILEC will provide MCIm with the disposition of the trouble.

5.2.3.2 If ILEC initiates trouble handling procedures it will bear all costs associated with that activity. If MCIm requests the trouble dispatch then MCIm's subscriber will bear the cost.

5.2.4 ILEC shall provide to MCIm the ability to obtain the status on open maintenance trouble reports via telephone or by another interface as MCIm may agree. ILEC agrees to provide the status of residence and small business trouble reports upon MCIm's request.

5.2.5 ILEC agrees to provide to MCIm the status for open maintenance trouble reports for large business subscribers anytime the status of the trouble report changes or at MCIm's request.

5.2.6 ILEC agrees that MCIm may call ILEC to verify central office features and functions as they relate to an open trouble report. ILEC agrees to work with MCIm on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time.

5.2.7 ILEC agrees to proactively advise MCIm of any central office failure that is known at the time of any inquiry or trouble report. ILEC agrees to continue to work with MCIm toward implementing a process to meet MCIm's requirements for notification of switch failures as soon as possible.

5.2.8 ILEC agrees to provide an Estimated Time To Repair (ETTR) on all residence and small business trouble reports.

5.2.9 ILEC agrees to develop, with MCIm's cooperation, mutually acceptable workcenter interface agreements to document methods and procedures for interim and final interfaces for each service within (30) thirty days the effective date of this Agreement of MCIm's notice to ILEC of it's initiation of that service.

5.3 Standards

5.3.1 Maintenance charges for premises visits by ILEC employees or contractors shall be billed by MCIm to its subscriber.

5.3.1.1 ILEC employees or contractors shall, present the subscriber with an MCIm provided, MCIm-branded form detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.

5.3.1.2 If additional work is required, ILEC employees or contractors shall call MCIm from subscriber premises so that MCIm can schedule a new appointment with ILEC and subscriber at the same time.

5.3.1.3 The ILEC employees or contractors shall obtain the subscriber's signature upon said form, and use the signed form to input maintenance charges into the ILEC repair and maintenance database (accessible by way of electronic interface). These charges shall include any charges for inside wiring work by ILEC employees or contractors.

5.3.2 ILEC agrees to work with MCIm to support expeditious development of an industry standard trouble report entry format and agrees to implement such standard within sixty (60) days after final resolution by the Network Operation Forum (NOF).

5.4 Performance Measurements and Reporting

5.4.1 Cycle Time Measurements

5.4.1.1 Until electronic interface exists, ILEC agrees that MCIm may report troubles to ILEC's repair bureau by telephone and or dial up modem at MCIm's discretion. ILEC repair bureau shall conform to the following performance and service quality standards when providing repair and maintenance to MCIm and MCIm subscribers under this Agreement:

5.4.1.2 When repair service is provided to MCIm subscribers before an electronic interface is established between MCIm and ILEC, the following standards shall

apply (calls placed on hold shall not be considered to meet these standards):

Maintenance Function	Performance Measurement
Incoming call answered within 20 seconds	95 % met
Incoming call answered within 30 seconds	98 % met
Incoming call answered within 40 seconds	100 % met
Automated call from modem answered on 1st ring	80 % met
Automated call from modem answered on 2nd ring	100 % met

5.4.1.3 The ILEC repair bureau shall answer its telephone and begin taking information from MCIm within twenty (20) seconds of the first ring, ninety-five percent (95%) of the time; within thirty (30) seconds of the first ring, ninety-eight percent (98%) of the time; and within forty (40) seconds of the first ring, one hundred percent (100%) of the time. Calls answered by automated response systems via a modem must be answered on the 1st ring eighty percent (80%) of the time and by the second ring one hundred percent (100%) of the time.

5.4.1.4 For all residence and small business trouble reports, ILEC agrees to adhere to repair intervals of (24) twenty-four hours for any out of service trouble tickets and (72) seventy-two hours for any non-out of service trouble tickets.

5.4.1.5 In the event the "estimated time to restore" has been missed, ILEC shall notify MCIm immediately.

5.4.1.6 Emergency network outages shall be restored within one (1) hour. The only exception to this shall be in the case of a Force Majeure event affecting an entire exchange.

5.4.1.6.1 Number of emergency network outages recorded within one (12) twelve month period shall not exceed 2.

5.4.1.7 Where an outage has not reached the threshold defining an emergency network outage, the following quality standards shall apply with respect to restoration of services.

5.4.1.7.1 Total outages requiring a premises visit by an ILEC technician that are received between 8 a.m. to 6 p.m. on any day shall be restored within four (4) hours of referral, ninety percent (90%) of the time within eight (8) hours of referral, ninety-five percent (95%) of the time, and within sixteen (16) hours of referral, ninety-nine percent (99%) of the time.

5.4.1.7.2 Total outages requiring a premises visit by a ILEC technician that are received between 6 p.m.

and 8 a.m. on any day shall be restored during the following 8 a.m. to 6 p.m. period in accordance with the following performance metrics: within four (4) hours of 8 a.m., ninety percent (90%) of the time. within eight (8) hours of 8 a.m., ninety-five percent (95%) of the time and within sixteen (16) hours of 8 a.m., ninety-nine percent (99%) of the time.

5.4.1.7.3 Total service outages which do not require a premises visit by a ILEC technician shall be restored within two (2) hours of referral, eighty-five percent (85%) of the time; within three (3) hours of referral, ninety-five percent (95%) of the time; and within four (4) hours of referral, ninety-nine percent (99%) of the time.

5.4.1.8 For maintenance and trouble management purposes, Telephone Service Prioritization (TSP) and Essential Services outages shall be designated for repair at the highest priority one hundred percent (100%) of the time.

5.4.1.9 Trouble reports for other than total service outage shall be resolved within twenty-four (24) hours of referral, ninety-five percent (95%) of the time, irrespective of whether or not resolution requires a premises visit. For purposes of this Section 5, service will be considered restored, or a trouble considered resolved, when the quality of the service is equal to that provided before the outage or the trouble occurred.

5.4.1.10 Repeat trouble reports from the same subscriber on the same service in a two-month period shall be less than one percent (1 %). Repeat trouble reports shall be measured by the number of calls received by the ILEC repair bureau relating to the same telephone service during the current and previous report months.

5.4.1.11 To support unbundling processes, ILEC agrees to support trouble sectionalization and resolution and to respond to MCIm requests for assistance within 1 hour for scheduling of testing personnel.

5.4.2 Quality

5.4.2.1 The ILEC repair bureau, including the electronic interface to be established pursuant to Section 2 preceding, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week.

5.4.2.2 The ILEC repair bureau shall provide to MCIm the "estimated time to restore," with at least ninety-seven percent (97%) percent accuracy.

5.4.3 Reporting

5.4.3.1 ILEC shall provide exception reporting which communicates both planned and unplanned outages and restorations to MCIm.

5.4.3.2 ILEC shall provide monthly performance reports detailing overall performance in repairing service, including comparative results for ILEC's own subscribers. Reports will contain at a minimum the following information presented by State, Area Code, NXX, Product Feature, and will be delivered monthly with daily information detail:

5.4.3.2.1 Jeopardies
- 5.4.3.2.1.1 Total number
- 5.4.3.2.1.2 As a percentage of trouble tickets

5.4.3.2.2 Appointments
- 5.4.3.2.2.1 Total number

5.4.3.2.3 Missed appointments
- 5.4.3.2.3.1 Total number
- 5.4.3.2.3.2 As a percentage of total appointments

5.4.3.2.4 Repeat troubles
- 5.4.3.2.4.1 Total number
- 5.4.3.2.4.2 As a percentage of total troubles

5.4.3.2.5 Planned outages
- 5.4.3.2.5.1 Total number
- 5.4.3.2.5.2 As a percentage of total outages

5.4.3.2.6 Unplanned outages
- 5.4.3.2.6.1 Total number
- 5.4.3.2.6.2 As a percentage of total outages

5.4.3.2.7 Total number of trouble identified proactively.

5.4.3.2.8 Total number of proactive troubles repaired

5.4.3.2.9 Total number of subscriber affected by a network alarm

5.4.3.2.10 Total time to notify MCIm of a network alarm

5.4.3.2.11 Total number of service interruptions

5.4.3.2.12 Total number of mechanized loop tests performed

5.4.3.2.13 Total number of emergency network outages as defined by 5,000 or more blocked call attempts in a ten minute period

5.4.3.3MCIm may, at its discretion, further require additional and/or modified reporting as business needs demand.

Section 6. Miscellaneous Services & Functions

6.1 General Requirements

6.1.1 Basic 911 and E911 General Requirements

6.1.1.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

6.1.1.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use customer data, contained in the Automatic Location Identification/ Data Management System (ALI/DMS), to determine to which Public Safety Answering Point (PSAP) to route the call.

6.1.1.3 If available, ILEC shall offer a third type of 911 service, S911. All requirements for E911 also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local switch to the S911 tandem.

6.1.1.4 Basic 911 and E911 functions provided to MCIm shall be at least at parity with the support and services that ILEC provides to its customers for such similar functionality.

6.1.1.5 Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

6.1.1.5.1 ILEC shall conform to all state regulations concerning emergency services.

6.1.1.5.2 For E911, ILEC shall use its service order process to update and maintain customer information in the ALI/DMS data base. Through this process, ILEC shall provide and validate customer information resident or entered into the ALI/DMS data base.

6.1.1.6 ILEC shall provide for overflow 911 traffic to be routed to ILEC Operator Services or, at MCIm's discretion, directly to MCIm operator services.

6.1.1.7 Basic 911 and E911 access from the MCIm local switch shall be provided to MCIm in accordance with the following:

6.1.1.7.1 If required by MCIm, ILEC shall interconnect direct trunks from the MCIm network to the E911 PSAP, or the E911 tandems as designated by MCIm. Such trunks may alternatively be provided by MCIm.

6.1.1.7.2 In government jurisdictions where ILEC has obligations under existing agreements as the primary provider of the 911 System to the county, MCIm shall participate in the provision of the 911 System as follows:

6.1.1.7.2.1 Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

6.1.1.7.2.2 Host ILEC shall be responsible for maintaining the E-911 database. ILEC shall be responsible for maintaining the E-911 database.

6.1.1.7.3 If a third party, is the primary service provider to a government agency, MCIm shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and MCIm are totally separate from this Agreement and ILEC makes no representations on behalf of the third party.

6.1.1.7.4 If MCIm or Affiliate is the primary service provider to a government agency, MCIm and ILEC shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

6.1.1.7.5 Interconnection and database access shall be priced as specified in Attachment I or at any rate

charged to other interconnected carriers, whichever is lower.

6.1.1.7.6 ILEC shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

6.1.1.7.7 In a resale situation, where it may be appropriate for ILEC to update the ALI database, ILEC shall update such database with MCIm data in an interval no less than is experienced by ILEC customers, or than for other carriers, whichever is faster, at no additional cost.

6.1.1.8 ILEC shall provide to MCIm, no later than five days after the Effective Date of this Agreement, the emergency public agency (e.g. police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which they provide service.

6.1.1.9 ILEC shall transmit to MCIm daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

6.1.1.10 ILEC shall provide to MCIm the necessary Network Elements in order for MCIm to provide E911/911 services to government agencies no later than January 1, 1997. If such elements are not available from ILEC, ILEC shall offer E911/911 service for resale by MCIm to government agencies.

6.1.1.11 The following are Basic 911 and E911 Database Requirements:

6.1.1.11.1 The ALI database shall be managed by ILEC, but is the property of ILEC and any participating telephone company and ALEC for those records provided by the company.

6.1.1.11.2 Copies of the MSAG shall be provided within three business days from the time requested