

Kathleen B. Levitz
Vice President-Federal Regulatory

EX PARTE OR LATE FILED

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September 30, 1999

RECEIVED

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
The Portals
445 12th St. S.W.
Washington, D.C. 20554

SEP 30 1999

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: Written Ex Parte in CC Docket No. 98-56 and
CC Docket No. 98-121

Dear Ms. Salas:

This is to inform you that on September 30, 1999 BellSouth Corporation made a written ex parte to Dr. Daniel Shiman of the Common Carrier Bureau's Policy and Program Planning Division. That ex parte consists of a copy of BellSouth's August 30, 1999 filing and a subsequent filing on September 27, 1999 in the Louisiana Public Service Commission's Docket No. U-22252-Subdocket C. This information has been submitted in response to Dr. Shiman's request. Copies of this filing were also sent to Florence Setzer, Alex Belinfante, Andre Rausch, and Whitey Thayer, also staff members in the Common Carrier Bureau.

Pursuant to Section 1.1206(a)(1) of the Commission's rules, I am filing two copies of this notice and that written ex parte presentation in both the dockets identified above. Please associate this notification with the record in both those proceedings.

Sincerely,



Kathleen B. Levitz

Attachment

cc: Daniel Shiman (w/o attachment)
Florence Setzer (w/o attachment)
Alex Belinfante (w/o attachment)
Andre Rausch (w/o attachment)
Whitey Thayer (w/o attachment)

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Vice President-Federal Regulatory

September 30, 1999

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Dr. Daniel Shiman
Policy and Program Planning Division
Common Carrier Bureau
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Written Ex Parte in CC Docket No. 98-121 and CC Docket No. 98-56

Dear Dr. Shiman:

You had requested that BellSouth share with you copies of any document that BellSouth filed in the Louisiana Public Service Commission's proceeding LPSC Docket Number U-22252-C. Attached are copies of two documents BellSouth filed during the past month. The first was filed on August 30, 1999, and the second was filed on September 27, 1999. If after reviewing these attachments you conclude that you need additional information, please call me at 202.463.4113.

In compliance with Section 1.1206(b)(1) of the Commission's rules, I have filed with the Secretary of the Commission two copies of this written ex parte presentation for inclusion in the records of both CC Docket No. 98-56 and CC Docket No. 98-121.

Sincerely,



Kathleen B. Levitz

Attachment

cc: Alex Belinfante
Florence Setzer
Whitey Thayer
Andre Rausch

**BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION
Ex Parte**

**In Re: BellSouth Telecommunications, * Docket U-22252
Inc. Service Quality Performance * Subdocket C
Measurements *

BELLSOUTH'S AUGUST 30, 1999 FILING

The August 5, 1999 Revised Procedural Schedule issued by the Staff calls for the parties to file specific penalty proposals on August 30, 1999. Accordingly, attached are the following documents:

- Exhibit A – BellSouth Enforcement Measurements;
- Exhibit B – Retail Analogues/Benchmarks;
- Exhibit C – Statistical Methods for BellSouth Performance Measure Analysis;
- Exhibit D – BST VSEEMS Remedy Procedure;
- Exhibit E – Liquidated Damages, Voluntary Payments & Annual Enforcement Mechanism Caps;
- Exhibit F – Service Performance Measurement and Enforcement Mechanisms.

Respectfully submitted, this 30th day of August, 1999.

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ATTORNEYS FOR BELLSOUTH
TELECOMMUNICATIONS, INC.

CERTIFICATE OF SERVICE

This is to certify that a copy of this pleading has been served upon all parties of record by Federal Express on this 30th day of August, 1999.

**Service Performance Measurements
And Enforcement Mechanisms**

1. Scope

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

2. Reporting

- 2.1 In providing services pursuant to this Agreement, BellSouth will report its Enforcement Measurements, which are contained in this Attachment as Exhibit A.
- 2.2 BellSouth will make performance reports available to CLEC-1 on a monthly basis. The reports will contain information collected in each performance category and will be available to CLEC-1 through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within 30 days of execution of this Agreement, BellSouth will provide a detailed session of instruction to CLEC-1 regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. Enforcement Mechanisms

3.1 Purpose

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and CLEC-1's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for the self-effectuating enforcement mechanisms.

3.2 Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

3.3 Definitions

- 3.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- 3.3.2 Enforcement Measurement Benchmark means a competitive level of performance set by BellSouth used to compare the performance of BellSouth and CLEC-1 where no analogous process, product or service is feasible. See Exhibit B.
- 3.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer. See Exhibit B.
- 3.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C
- 3.3.5 Affected Volume means those items where service commitments were missed.
- 3.3.6 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to CLEC-1 when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements as calculated by BellSouth.
- 3.3.7 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission ("Commission") or its designee, when BellSouth performance is out of compliance or does not meet the benchmarks for three consecutive months in a quarter for the aggregate of all CLEC data as calculated by BellSouth for a particular Enforcement Measurement Element.

3.4 Application

- 3.4.1 The application of the Tier-1 and Tier-2 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to CLEC-1.
- 3.4.2 Proof of damages resulting from BellSouth's failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any

contractual damage. Liquidated damages under this provision are not intended to be a penalty.

3.5 Methodology

3.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.

3.5.1.1 Tier-1 Enforcement Mechanisms apply on a per occurrence basis for each MSA and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.

3.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference.

3.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

3.5.2.1 Tier- 2 Enforcement Mechanisms apply on a per occurrence basis for an aggregate of all CLEC data generated by BellSouth for a particular Enforcement Measurement Element.

3.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.

3.6 Payment of Tier-1 and Tier-2 Amounts

3.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to CLEC-1 or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the 30th day following the due date of the performance measurement report for the month in which the obligation arose.

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- 3.6.2 For each day after the due date that BellSouth fails to pay CLEC-1 the required amount, BellSouth will pay interest to CLEC-1 at the maximum rate permitted by state law.
- 3.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional \$1,000 per day.

3.8 Limitations of Liability

- 3.8.1 BellSouth will not be responsible for CLEC-1 acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide CLEC-1 with reasonable notice of such acts or omissions and provide CLEC any such supporting documentation.
- 3.8.2 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by CLEC-1 that is in bad faith.
- 3.8.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by CLEC-1 that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by CLEC-1 that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.
- 3.8.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. CLEC-1 will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.
- 3.8.5 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement

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Mechanisms to CLEC-1 shall release BellSouth for any liability associated with or related to the service performance measurement for the month for which the Enforcement Mechanisms was paid to CLEC-1.

- 3.8.6 CLEC-1 acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and CLEC-1. Therefore, CLEC-1 may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

3.9 Enforcement Mechanism Caps

- 3.9.1 BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at \$120M per year for the entire BellSouth region. See Exhibit F.
- 3.9.2 If BellSouth's liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, CLEC-1 may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. CLEC-1 shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

3.10 Dispute Resolution

- 3.10.1 Any dispute regarding BellSouth's performance under this section shall be resolved with the Commission through the dispute resolution procedure set forth in Section 12 of the General Terms and Conditions of this Agreement, or, if the parties agree, through commercial arbitration with the CPR Institute for Dispute Resolution.

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EXHIBIT A

BellSouth
 Enforcement Measurements
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**ENFORCEMENT MEASUREMENTS
 TABLE OF CONTENTS**

CATEGORY	FUNCTION*	PAGE #
Pre-Ordering OSS	1. Percent OSS Responses within "X" seconds	2
	2. OSS Interface Availability	3
Ordering	1. Percent Flow-through Service Requests	4
	2. Percent Rejected Service Request	8
	3. Reject Interval	9
	3. Firm Order Confirmation Timeliness	10
Provisioning	1. Percent Missed Installation Appointments	11
	2. Order Completion Interval Distribution	13
	3. Coordinated Customer Conversions	14
	4. Percent Provisioning Troubles w/i 4 days	15
Maintenance & Repair	1. Missed Repair Appointments	16
	2. Customer Trouble Report Rate	17
	3. Maintenance Average Duration	18
	4. Percent Repeat Troubles w/i 30 days	19
Billing	1. Invoice Accuracy	20
	2. Mean Time to Deliver Invoices	21
	3. Usage Data Delivery Accuracy	22
	4. Usage Data Delivery Timeliness	23
	5. Mean Time to Deliver Usage	24
Trunk Group Performance	1. Trunk Group Service Report	25
Collocation	1. % of Due Dates Missed	27

* These reports are subject to change due to regulatory requirements or to correct errors and etc.

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PRE-ORDERING - OSS

Report/Measurement :	
Percent Response Received within "X" seconds	
Definition:	
Proportion 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 response interval starts when the client application (LENS or TAG for CLECs and RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period, which take less than 2.3 seconds and the number, which take more than 6 seconds are also captured.	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Region 	
Calculation:	
$\frac{\Sigma[(\text{Date \& Time of Legacy Response}) - (\text{Date \& Time of Request to Legacy})]}{(\text{Number of Legacy Requests During the Reporting Period})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope 	<ul style="list-style-type: none"> • Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope
Retail Analog/Benchmark	
Retail Analog	

Revision date: 08/18/99 (vb)

BellSouth
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PRE-ORDERING

Report/Measurement:	
OSS Interface Availability	
Definition:	
Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured	
Exclusions:	
None	
Business Rules:	
This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Regional Level 	
Calculation:	
$(\text{Functional Availability}) / (\text{Scheduled Availability}) \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Legacy contract type (per reporting dimension) • Regional Scope 	<ul style="list-style-type: none"> • Report Month • Legacy contract type (per reporting dimension) • Regional Scope
Retail Analog/Benchmark:	
Retail Analog	

Revision date: 08/25/99 (vb)

BellSouth
Enforcement Measurements
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ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Summary)
Definition:
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth Telecommunications' (BST) Operations Support Systems (OSS) without manual intervention
Exclusions:
<ul style="list-style-type: none">• Fatal Rejects• Auto Clarification• Manual Fallout• CLEC System Fallout
Business Rules:
<p>The CLEC mechanized ordering process includes all LSRs, which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS 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 (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.</p> <p>Definitions:</p> <p>Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO 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 will reject the LSR and the CLEC will receive a Fatal Reject.</p> <p>Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG 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, the CLEC will receive an Auto-Clarification.</p> <p>Manual Fallout: errors 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 will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout.</p> <ol style="list-style-type: none">1. Complex services*2. Expedites (requested by the CLEC)3. Special pricing plans4. Denials-restore and conversion, or disconnect and conversion orders5. Partial migrations6. Class of service invalid in certain states with some types of service7. New telephone number not yet posted to BOCRIS8. Low volume such as activity type "T" (move)9. Pending order review required10. More than 25 business lines11. Restore or suspend for UNE combos12. Transfer of calls option for the CLEC's end users13. CSR inaccuracies such as invalid or missing CSR data in CRIS <p>* Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.</p> <p>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 system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.</p>

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ORDERING – (Percent Flow Through Service Requests (Summary) – Continued)

Calculation:	
Percent Flow Through Service Requests = $\Sigma[(\text{Total number of valid service requests that flow-through to the BST OSS}) / (\text{Total number of valid service requests delivered to the BST OSS}) \times 100]$	
Description: Percent Flow Through = (The total number of LSRs that flow through LESOG to the BST OSS) / (the number of LSRs passed from LEO to LESOG) – $\Sigma[(\text{the number of LSRs that fall out for manual processing}) + (\text{the number of LSRs that are returned to the CLEC for clarification}) + (\text{the number of LSRs that contain errors made by CLECs})] \times 100.$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Region 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report month • Total number of LSRs received, by interface, by CLEC: <ul style="list-style-type: none"> ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC: <ul style="list-style-type: none"> ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC caused system fallout • Total number of errors by error code 	
Retail Analog/Benchmark:	
Benchmark	

Revision Date: 08/18/99 (vb)

BellSouth
Enforcement Measurements
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ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Detail)
Definition:
A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth Telecommunications' (BST) Operations Support Systems (OSS) without manual or human intervention.
Exclusions:
<ul style="list-style-type: none">• Fatal Rejects• Auto Clarification• Manual Fallout• CLEC System Fallout
Business Rules:
<p>The CLEC mechanized ordering process includes all LSRs, which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS 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 (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.</p> <p>Definitions:</p> <p>Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO 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 will reject the LSR and the CLEC will receive a Fatal Reject.</p> <p>Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG 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, the CLEC will receive an Auto-Clarification.</p> <p>Manual Fallout: errors 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 will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:</p> <ol style="list-style-type: none">1. Complex services*2. Expedites (requested by the CLEC)3. Special pricing plans4. Denials-restore and conversion, or disconnect and conversion orders5. Partial migrations6. Class of service invalid in certain states with some types of service7. New telephone number not yet posted to BOCRIS8. Low volume such as activity type "T" (move)9. Pending order review required10. More than 25 business lines11. Restore or suspend for UNE combos12. Transfer of calls option for the CLEC's end users13. CSR inaccuracies such as invalid or missing CSR data in CRIS <p>*Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.</p> <p>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 system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.</p>

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Enforcement Measurements
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ORDERING – (Percent Flow Through Service Requests (Detail) – Continued)

Calculation:	
Percent Flow Through Service Requests = (Total number of valid service requests that flow-through to the BST OSS) / (Total number of valid service requests delivered to the BST OSS) X 100	
Description:	
Percent Flow Through = The total number of LSRs that flow through LESOG to the BST OSS / (the number of LSRs passed from LEO to LESOG) - Σ[(the number of LSRs that fall out for manual processing + the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.	
Report Structure:	
<ul style="list-style-type: none"> • Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following: <ul style="list-style-type: none"> ➢ CLEC (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 BST caused fallout ➢ Number of CLEC caused fallout ➢ Number of Service Orders Issued ➢ Base calculation ➢ CLEC error excluded calculation 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Region • 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report month • Total number of LSRs received, by interface, by CLEC <ul style="list-style-type: none"> ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC <ul style="list-style-type: none"> ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC errors • Total number of errors by error code 	<ul style="list-style-type: none"> • Report month • Total number of errors by type: <ul style="list-style-type: none"> ➢ BST system error
Retail Analog/Benchmark:	
Benchmark	

Revision Date: 08/18/99 (vb)

BellSouth
Enforcement Measurements
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ORDERING

Report/Measurement:	
Percent Rejected Service Requests	
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 electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.	
Exclusions:	
Service Requests canceled by the CLEC	
Business Rules:	
<p>Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category:</p> <ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR. Fatal Rejects are included in the calculation for regional reports only. • An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy. 	
Calculation:	
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.	
Report Structure:	
<ul style="list-style-type: none"> • Fully Mechanized • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • State 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region 	<ul style="list-style-type: none"> • Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region
Retail Analog/Benchmark	
Retail Analog	

Revision date: 08/18/99 (vb)

BellSouth
Enforcement Measurements
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ORDERING

Report/Measurement:	
Reject Interval	
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 electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.	
Exclusions:	
Service Requests canceled by CLEC	
Business Rules:	
Fully Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until the LSR is rejected (date and time stamp of reject in LEO). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category.	
Calculation:	
Reject Interval = $\Sigma[(\text{Date and Time of Service Request Rejection}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Rejected in Reporting Period})$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • State 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Reject Interval • Total Number of LSRs • Total number of Errors • State and Region 	
Retail Analog/Benchmark:	
Retail Analog	

Revision date: 08/18/99 (vb)

BellSouth
Enforcement Measurements
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ORDERING

Report/Measurement:	
Firm Order Confirmation Timeliness	
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:	
<ul style="list-style-type: none"> • Rejected LSRs • Partially Mechanized or Non-Mechanized LSRs received and/or FOCd outside of normal business hours. 	
Business Rules:	
<ul style="list-style-type: none"> • Mechanized - The elapsed time from receipt of a valid LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed and appropriate service orders are generated in SOCS. 	
Calculation:	
Firm Order Confirmation Timeliness = $\Sigma[(\text{Date and Time of Firm Order Confirmation}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Confirmed in Reporting Period})$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • State 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Interval for FOC • Total number of LSRs • State and Region 	<ul style="list-style-type: none"> • Report Month • Interval for FOC • Total Number of LSRs • State and Region
Retail Analog/Benchmark:	
Retail Analog	

Revision date: 08/18/99 (vb)

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PROVISIONING

Report/Measurement:
Percent Missed Installation Appointments
Definition:
"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders
Business Rules:
Percent Missed Installation Appointments (MA) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, 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 = $\frac{\text{Number of Orders Not Complete by Committed Due Date in Reporting Period}}{\text{Number of Orders Completed in Reporting Period}} \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate <p>Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user</p>
Level of Disaggregation:
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ RESALE POTS ➢ RESALE DESIGN ➢ UNE Loop & Port Combination ➢ UNE Other • Geographic Scope <ul style="list-style-type: none"> ➢ State ➢ MSA

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PROVISIONING (Percent Missed Installation Appointments - Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
<p>Retail Analog/Benchmark:</p> <ul style="list-style-type: none"> CLEC Resale POTS / BST Retail POTS CLEC Resale Design / BST Retail Design CLEC UNE Loop & Port Combination - Retail Analog CLEC UNES-Retail Analog 	

Revision date: 08/18/99 (vb)

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PROVISIONING

Report/Measurement :	
Order Completion Interval Distribution	
Definition:	
The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) 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) 	
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 BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST's actual order completion date. The clock starts when a valid order number is assigned by SOCS 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	
Calculation :	
Order Completion Interval Distribution:	
Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Resale POTS ➢ Resale DESIGN ➢ UNE Loop & Port Combination ➢ UNE Loops • Geographic Scope <ul style="list-style-type: none"> ➢ State ➢ MSA 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark	
CLEC Resale POTS / BST Retail POTS CLEC Resale Design / BST Retail Design CLEC UNE Loop & Port Combination - Retail Analogue CLEC UNES-Retail Analog	

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PROVISIONING

Report/Measurement:	
Coordinated Customer Conversions	
Definition:	
This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without INP, and where the CLEC has requested BST to provide a coordinated cutover.	
Exclusions:	
<ul style="list-style-type: none"> • 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 	
Business Rules:	
Where the service order includes INP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
Calculation:	
$\frac{\uparrow [(Completion\ Date\ and\ Time\ for\ Cross\ Connection\ of\ an\ Unbundled\ Loop) - (Disconnection\ Date\ and\ Time\ of\ an\ Unbundled\ Loop)]}{Total\ Number\ of\ Unbundled\ Loop\ Items\ for\ the\ reporting\ period.}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> > UNE Loops without INP > UNE Loops with INP • Geographic Scope <ul style="list-style-type: none"> > State > MSA 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP Orders) • Total Items 	<ul style="list-style-type: none"> • No BST Analog Exists
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
Benchmark	

Revision date: 08/18/99 (vb)

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PROVISIONING

Report/Measurement:	
% Provisioning Troubles within 4 days of Service Order Activity	
Definition:	
Percent Provisioning Troubles within 4 days of Installation measures the quality and accuracy of installation activities.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.) • D & F orders 	
Business Rules:	
<p>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 4 days after completion for a trouble report.</p> <p>D & F orders are excluded as there is no subsequent activity following a disconnect.</p>	
Calculation:	
$\% \text{ Provisioning Troubles within 4 days of Service Order Activity} = \frac{\uparrow (\text{Trouble reports on all completed orders} \Rightarrow 4 \text{ days following service order(s) completion})}{(\text{All Service Orders in a completed in the report calendar month})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Resale POTS ➢ Resale DESIGN ➢ UNE Loop & Port Combination ➢ UNE Loops • Geographic Scope <ul style="list-style-type: none"> ➢ State ➢ MSA 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	
Retail Analog/Benchmark:	
<p>CLEC Resale POTS / BST Retail POTS CLEC Resale Design / BST Retail Design CLEC UNE Loop & Port Combination - Retail Analog CLEC UNES-Retail Analog</p>	

Revision date: 08/18/99 (vb)

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MAINTENANCE & REPAIR

Report/Measurement:	
Missed Repair Appointments	
Definition:	
The percent of trouble reports not cleared by the committed date and time.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST 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 BST personnel clear the trouble and closes the trouble report in his 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 BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. 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 = $\frac{\Sigma (\text{Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time})}{\Sigma (\text{Total Trouble reports closed in Reporting Period})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Resale POTS ➢ Resale DESIGN ➢ UNE Loop & Port Combination ➢ UNE Loops • Geographic Scope <ul style="list-style-type: none"> ➢ State ➢ MSA 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark	
CLEC Resale POTS / BST Retail POTS CLEC Resale Design / BST Retail Design CLEC UNE Loop & Port Combination - Retail Analogue CLEC UNEs-Retail Analog	

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