EXHIBIT K

PERFORMANCE ASSURANCE PLAN

1.0 Introduction

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

2.0 Plan Structure

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

3.0 Performance Measurements

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

4.0 Statistical Methodology

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

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

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4.3
The formula for determining parity using the z-test is:

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

Where:

$DIFF = M_{Qwest} – M_{CLEC}$

M_{QWEST} = Qwest average or proportion

M_{CLEC} = CLEC average or proportion

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

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

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

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

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

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

Calculate the z statistic for the actual arrangement of the data
Pool and mix the CLEC and Qwest data sets
Perform the following 1000 times:
Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, which is equal to the size of the original Qwest data set or n_{QWEST}.
Compute and store the z-test score (Z_S) for this sample.
Count the number of times the z statistic for a permutation of the randomly subdivided data is greater than the actual z statistic.
Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples.

If the fraction is greater than α (alpha), the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. Alpha = 0.05. For individual month testing for performance measurements involving LIS trunks and DS-

1 and DS-3 that are Unbundled Dedicated Interoffice Transport, Resale, or Unbundled Loops (performance measurements: OP-3D/E, OP-4D/E, OP-5, OP-6-4/5, MR-5A/B, MR-7D/E, and MR-8) with sample sizes of 1-10, alpha = 0 .15. When performance submeasures disaggregate to zone 1 and zone 2, the CLEC volumes in both zones shall be combined for purposes of statistical testing.

5.0 Critical Z-Value

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

TABLE 1: CRITICAL Z-VALUE

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

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

6.0 Tier 1A Parity Calculations

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

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TABLE 2: VARIANCE FACTORS

CLEC volumes	OP-3 LIS	OP-3 UBL[1]	OP-4 LIS	OP-4 UBL[1]	OP-6 LIS	OP-6UBL	OP-5	NP-1[5]
1-5	25	25	18	14	24	28	20	
6-15	18	18	12	10	16	18	12	
16-22	16	14	9	8	15	15	10	
23-30	15	13	8	7	14	14	9	
31-40	13	11	7	7	12	12	8	
41-60	11	9	6	6	10	10	7	
61-90	9	7	5	6	8	8	6	
91-150	5	5	4	5	6	6	5	
151-300	5	4	3	4	4	4	4	
301-500	4	3	2	3	3	3	3	
501-1000	3	2	2	2	2	2	2	
1001-1500	2	1	1	1	1	1	1	
1501-2000	1	0.5	0.5	0.5	0.5	0.5	.5	
2000+	0	0	0	0	0	0	0	
Measure Type	%	%	Days	Days	Days	Days	%	
Modification	Subtract	Subtract	Add	Add	Add	Add	Subtract	

CLEC volumes	MR5-LIS	MR5-UBL[2]	MR6-LIS	MR-6-UBL	MR7[3]	MR-8[3]	PO-9b	NI-1[4]
1-5	22	28	220	500	28	28	20	0.64
6-15	16	18	180	300	18	18	12	0.64
16-22	15	15	150	220	15	15	10	0.64
23-30	14	14	130	200	14	14	9	0.64
31-40	13	12	110	160	12	12	8	0.64
41-60	11	10	90	150	10	10	7	0.64
61-90	9	8	70	140	8	8	6	0.53
91-150	7	6	60	130	6	6	5	0.42
151-300	5	4	50	120	4	4	4	0.31
301-500	4	3	40	110	3	3	3	0.23
501-1000	3	2	30	100	2	2	2	0.17
1001-1500	2	1	20	50	1	1	1	0.11
1501-2000	1	0.5	10	25	0.5	0.5	0.5	0.05
2000+	0	0	0	0	0	0	0	0
Measure Type	%	%	Mins	Mins	%	%	%	%
Modification	Subtract	Subtract	Add	Add	Add	Add	Subtract	Add

CLEC volumes	OP-5 L/S	OP-6 L/S	MR-3 L/S	MR-6 L/S	MR-7 L/S	MR-11
1-5	22	12	22	500	25	16
6-15	17	6	12	400	18	9
16-22	13	5	9	300	14	7
23-30	11	4	8	250	12	6
31-40	10	3	6	200	10	5
41-60	8	3	5	175	8	4
61-90	7	2	4	150	7	3
91-150	5	2	4	125	5	2

151-300	4	1	3	120	4	2	
301-500	3	1	2	90	3	1.5	
501-1000	2	.7	1.5	60	2	1	
1001-1500	1.5	.6	1	30	1.5	.75	
1501-2000	1.25	.5	.75	25	1.25	.5	
2000+	1	.25	.5	20	1	0	
Measure Type	%	Days	%	Mins	%	%	Mins
Modification	Add	Add	Subtract	Add	Add	Subtract	Add

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

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

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

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

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

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

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

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

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

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

For percentage submeasures, the MPAP uses the following formula:

CLEC Occurrences = Absolute value of (CLEC result – standard) multiplied by CLEC volume.

For interval submeasures, the MPAP uses the following formula:

CLEC Occurrences = Absolute value of ((CLEC result – standard)/standard) multiplied by CLEC volume.

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

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

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

TABLE 3: PER OCCURRENCE PAYMENT AMOUNTS

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

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

Base Payment = (per occurrence payment) x (occurrences)
Total Payment = (base payment) x (severity multiplier)

The severity multiplier for each measure is obtained by calculating the difference between the CLEC result and the standard performance for that measure, and then looking up the multiplier on Table 4. For Tier 1A, the standard performance is the average of prior six month retail performance with the variance calculation. For Tier 1B and 1C, the standard performance is the current month retail performance. For PIDs that do not have retail equivalents, the benchmark targets shall be used.

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

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TABLE 4

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

*calculated in days or hours, depending on measure

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

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8.0 Tier 1Y: Calculation of Payments

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

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

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

9.0 Minimum Payments to CLEC

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

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

10.0 Tier 2 Payments to the Special Fund

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

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

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

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

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

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CLEC volumes	MR5-LIS	MR5-UBL[2]	MR6-LIS	MR6-UBL	MR7[3]	MR-8[3]	PO-9b	NI-1[4]
1-5	18	20	180	300	20	20	14	0.64
6-15	16	16	180	240	16	16	12	0.64
16-22	15	15	150	220	15	15	10	0.64
23-30	14	14	130	200	14	14	9	0.64
31-40	13	12	110	160	12	12	8	0.64
41-60	11	10	90	150	10	10	7	0.64
61-90	9	8	70	140	8	8	6	0.53
91-150	7	6	60	130	6	6	5	0.42
151-300	5	4	50	120	4	4	4	0.31
301-500	4	3	40	110	3	3	3	0.23
501-1000	3	2	30	100	2	2	2	0.17
1001-1500	2	1	20	50	1	1	1	0.11
1501-2000	1	0.5	10	25	0.5	0.5	0.5	0.05
2000+	0	0	0	0	0	0	0	0
Measure Type	%	%	Mins	Mins	%	%	%	%
Modification	Subtract	Subtract	Add	Add	Add	Add	Subtract	Add

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

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

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

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

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

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

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

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

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

11.0 Cap on Tier 1 and Tier 2 Payments

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

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

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

> If the total payments (Tier 1X, 1Y, 2) do not exceed the monthly cap, Qwest shall make all payments.
>
> If the total payments (Tier 1X, 1Y, 2) do exceed the monthly cap, Qwest shall pay all Tier 1X payments (even if they alone exceed the monthly cap). Other than Tier 1X and payments specified in Section 11.2, Qwest shall not make payments in excess of the monthly cap. The balance in excess of the monthly cap shall roll forward and be paid when Qwest's total monthly penalties are below the monthly cap, whenever that occurs (even if that should take longer than a year).
>
> In a month in which Qwest's total payment is below the monthly cap, any deferred payments plus interest will be due, but only to the extent that the deferred payments do not cause the total monthly payment to exceed the monthly cap. In the event all Tier 1Y and Tier 2 payments cannot be made in any month due to the monthly cap, Qwest will pay Tier 1Y payments first (up to the monthly cap) and then, from the remaining money, pay Tier 2 payments (up to the monthly cap).

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

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

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

12.0 Timing and Form of Payment

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

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

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

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

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13.0 Reporting

13.1 Qwest will provide the Commission, DOC, RUD-OAG and CLECs opting into the MPAP with a monthly report of Qwest's performance for the PIDs. Qwest will collect, analyze, and report performance data for these PID measurements. Qwest will store such data in easy-to-access electronic form for three years after they have been produced and for an additional three years in an archived format. Any failure to follow these requirements shall be treated as a violation of the MPAP integrity requirements discussed in Sections 17.5 and 17.8.

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

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

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

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

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

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

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

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

14.0 Audits of Performance Results

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

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

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

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

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

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

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

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

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

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

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

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

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

14.12 The mini-audit shall be conducted by the Auditor designated for annual audits, unless CLEC demonstrates to the ALJ good cause that another entity should perform the mini-audit. CLEC shall pay the Auditor's fees and expenses, and CLEC and Qwest shall bear their own costs. If a mini-audit identifies a non-conformance that materially affects the results (material being defined as a deficiency that requires an additional payment of at least 10% more than the total amount paid on the

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

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

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

15.0 Waiver of Payments

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

(1) *Force majeure*, as defined in SGAT Section 5.7 (as to benchmark standards, but not as to parity submeasures);

(2) A work stoppage (as to benchmark standards, but not as to parity submeasures);

(3) An act or omission by CLEC that is in bad faith and designed to "game" the payment process; or

(4) A material failure by CLEC to follow the applicable business rules.

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

rule on the requested waiver, subject to review by the Commission as specified by the Dispute Resolution Process in Section 17.0.

16.0 Limitations

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

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

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

16.4 In electing the MPAP, CLEC shall surrender any rights to remedies under state wholesale service quality rules (in that regard, this MPAP shall constitute an "agreement of the parties" to opt out of those rules) or under any interconnection agreement designed to provide such monetary relief for the same performance issues addressed by the MPAP. If a CLEC chooses to be governed by the MPAP in lieu of wholesale service quality standards, the CLEC may reverse that choice in the following situations: (1) during the six months after the Commission has issued a final

Order in its wholesale service quality docket, (2) upon mutual agreement between Qwest and the CLEC or (3) in response to a specific order by the Commission regarding the CLEC's election. The MPAP shall not limit either non-contractual legal or non-contractual regulatory remedies that may be available to CLEC.

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

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

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

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

16.9 The Commission shall have the right to modify this plan in accordance with Section 18.0.

EXHIBIT K

17.0 Dispute Resolution Process

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

17.2 The Commission shall appoint an Administrative Law Judge (ALJ) appointed by the Office of Administrative Hearings (OAH) to resolve disputes identified in Section 17.5. The salary and expenses of the ALJ shall be paid by the Special Fund. If at any time, the Special Fund does not contain sufficient funds to pay for the ALJ, Qwest shall advance the funds until the Special Fund contains the necessary funds to cover these expenses.

17.3 In the event that any person determines that the ALJ has acted with gross neglect of duties, committed any ethical impropriety, has a significant conflict of interest, or is incompetent to perform the assigned task, the person may initiate removal procedures following the provision in Minnesota Rules, part 1400.6400.

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

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

Finally, the ALJ will incorporate the expedited and informal proceeding practices from the Commission's rules of practice and procedure. The ALJ will be allowed to adjust those procedures as needed to ensure a just decision.

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

17.7 The ALJ shall employ a slightly modified version of the Commission's expedited dispute resolution procedure, but if the designated ALJ so chooses, it shall be able to submit any desired material procedural changes to the Commission, which shall solicit comments from all interested persons before making a decision whether to adopt the procedural change. The procedural changes may be limited to a particular dispute or may apply to all future disputes as deemed appropriate by the Commission.

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

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

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

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

17.12 With regard to requiring payments that were erroneously withheld, the ALJ shall enforce penalties for late payments and inaccurate reporting, as may be

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

18.0 Effective Date, Reviews and Termination

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

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

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

18.4 After the Commission staff person submits a six-month review report to the Commission on any suggested changes, parties shall have two weeks to file exceptions to, or comment on, that report. The Commission will consider and address the requested changes in a manner consistent with subsections 18.5, 18.6 and 18.7 within four weeks of receiving the parties' exceptions and/or comments on what changes, if any, should be instituted.

18.5 If applicable and appropriate, the Commission shall conduct a proceeding to resolve any disputed issues.

18.6 The Commission retains the right to add topics and criteria to the six month review, retains the ability to order changes if the MPAP is not in the public interest, and retains the ability to hear any disputes regarding the six-month review. The Commission may conduct joint reviews with other states. Any changes in the six

month review pursuant to this section shall apply to and modify this agreement between Qwest and CLEC.

18.6.1 Nothing in this MPAP constitutes a waiver of either parties' rights to challenge changes made to this plan by the Commission.

18.7 If any agreement on adding, modifying or deleting performance measurements are reached between Qwest and CLECs participating in an industry Regional Oversight Committee (ROC) PID administration forum, those agreements shall be incorporated into the MPAP and modify the agreement between CLEC and Qwest at any time those agreements are submitted to and approved by the Commission, whether before or after the six-month review.

19.0 Voluntary Performance Assurance Plan

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

EXHIBIT K

APPENDIX A

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

TIER 1A

INTERCONNECTION

Trunk Blocking

NI-1A	*LIS Trunks to Qwest Tandem Offices (Percent)*
NI-1B	*LIS Trunks to Qwest End Offices (Percent)*

Provisioning

For LIS Trunks:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

Maintenance and Repair

For LIS Trunks:

MR-5A	*All Troubles Cleared within 4 Hours (Percent)*
MR-5B	*All Troubles Cleared within 4 Hours (Percent)*

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

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

SWITCHING CUSTOMERS

For Unbundled Loops:

OP-13A	Analog	*Coordinated Cuts on Time (Percent)*
OP-13A	All Other	*Coordinated Cuts on Time (Percent)*
OP-7		*Coordinated Hot Cut Interval (Percent)*
OP-8B		*Number Portability Timeliness (Hours:Minutes)*
OP-8C		*Number Portability Timeliness (Hours:Minutes)*
NP-1A		*NXX Code Activation (Percent)*
OP-17A		*Timeliness of Disconnects associated with LNP Orders (Percent)*
MR-11A		*LNP Trouble Reports Cleared within 24 Hours (Percent)*
MR-11B		LNP Trouble Reports Cleared within 48 Hours

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

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

COLLOCATION

Collocation is measured on (1) whether the feasibility studies are completed on time (e.g., within 10 days); (2) whether the installation commitment is met; (3) how many days late is particular feasibility study; and (4) how many days is a particular installation of the requested space. The applicable standard for making collocation space available shall be 90 days, determining the due date from the date the CLEC submits an acceptable application, applying the FCC process for addressing defects in the original application, allowing Qwest 10 calendar days to identify deficiencies found in the collocation application, and allowing the CLEC 10 calendar days to cure the defect. If the CLEC fails to cure the defect within 10 calendar days, the application would be considered cancelled. For addressing these issues, the relevant calculations and the associated payments shall be:

Days Late for Feasibility Study	Payment	Days Late For Installation	Payment

1-10	$45	1-+	$2,500[1]
11-20	$90		
21-30	$135		
31-40	$180		
40+	$300		

ACCESS TO LOCAL LOOPS

Pre-Order

For Unbundled Loops:

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

Provisioning

For Unbundled Analog Loops:

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

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

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*

[1] Ibid.

OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

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

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For Unbundled DS1-Capable Loops:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For Unbundled ISDN-Capable Loops:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For Unbundled ADSL-Qualified Loops:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

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For Unbundled Loops of DS3 and Higher:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For Sub-Loop Unbundling:

OP-3A	*Installation Commitments Met (Percent)*
OP-3B	*Installation Commitments Met (Percent)*
OP-4A[1]	*Installation Interval (Average Days)*
OP-6A-1[1]	*Delayed Days (Average Days)*
OP-6B-1[1]	*Delayed Days (Average Days)*
OP-4B[1]	*Installation Interval (Average Days)*
OP-6A-2[1]	*Delayed Days (Average Days)*
OP-6B-2[1]	*Delayed Days (Average Days)*

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

For Unbundled Loop Conditioning:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D	*Installation Interval (Average Days)*
OP-4E	*Installation Interval (Average Days)*

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

For Line Sharing/Line Splitting:

OP-3A	*Installation Commitments Met (Percent)*
OP-3B	*Installation Commitments Met (Percent)*
OP-3C	*Installation Commitments Met (Percent)*
OP-4A[1]	*Installation Interval (Average Days)*
OP-6A-1[1]	*Delayed Days (Average Days)*
OP-6B-1[1]	*Delayed Days (Average Days)*

OP-4B[1]	*Installation Interval (Average Days)*
OP-6A-2[1]	*Delayed Days (Average Days)*
OP-6B-2[1]	*Delayed Days (Average Days)*
OP-4C[1]	*Installation Interval (Average Days)*
OP-6A-3[1]	*Delayed Days (Average Days)*
OP-6B-3[1]	*Delayed Days (Average Days)*

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

Maintenance and Repair

For Unbundled Analog Loops:

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

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

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

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

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

For Unbundled DS1-Capable Loops:

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

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For Unbundled ISDN-Capable Loops:

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

For Unbundled ADSL-Qualified Loops:

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

For Unbundled Loops of DS3 and Higher:

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

For Sub-Loop Unbundling:

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

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

For Line Sharing/Line Splitting:

MR-3A	*Out of Service Cleared within 24 Hours*
MR-3B	*Out of Service Cleared within 24 Hours*
MR-3C	*Out of Service Cleared within 24 Hours*
MR-6A	*Mean Time to Restore (Hours:Minutes)*
MR-6B	*Mean Time to Restore (Hours:Minutes)*
MR-6C	*Mean Time to Restore (Hours:Minutes)*
MR-7A	*Repair Repeat Report Rate (Percent)*

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

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

TIER 1B

Pre-Order

For LSR:

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

For Resale and UNE-P:

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

For LNP:

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

For LIS Trunks:

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

For Billing:

PO-7A	IMA-GUI	*Billing Completion Notification Timeliness (Percent)*
PO-7B	IMA-EDI	*Billing Completion Notification Timeliness (Percent)*

For Non-Designed Services:

PO-8A	*Jeopardy Notice Interval (Average Days)*
PO-9A	*Timely Jeopardy Notices (Percent)*

For Unbundled Loops:

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PO-8B	*Jeopardy Notice Interval (Average Days)*

Provisioning

For Residential Single Line Service:

OP-3A	*Installation Commitments Met (Percent)*
OP-3B	*Installation Commitments Met (Percent)*
OP-3C	*Installation Commitments Met (Percent)*
OP-4A[1]	*Installation Interval (Average Days)*
OP-6A-1[1]	*Delayed Days (Average Days)*
OP-6B-1[1]	*Delayed Days (Average Days)*
OP-4B[1]	*Installation Interval (Average Days)*
OP-6A-2[1]	*Delayed Days (Average Days)*
OP-6B-2[1]	*Delayed Days (Average Days)*
OP-4C[1]	*Installation Interval (Average Days)*
OP-6A-3[1]	*Delayed Days (Average Days)*
OP-6B-3[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For Business Single Line Service:

OP-3A	*Installation Commitments Met (Percent)*
OP-3B	*Installation Commitments Met (Percent)*
OP-3C	*Installation Commitments Met (Percent)*
OP-4A[1]	*Installation Interval (Average Days)*
OP-6A-1[1]	*Delayed Days (Average Days)*
OP-6B-1[1]	*Delayed Days (Average Days)*
OP-4B[1]	*Installation Interval (Average Days)*
OP-6A-2[1]	*Delayed Days (Average Days)*
OP-6B-2[1]	*Delayed Days (Average Days)*
OP-4C[1]	*Installation Interval (Average Days)*
OP-6A-3[1]	*Delayed Days (Average Days)*
OP-6B-3[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For Centrex:

OP-3A	*Installation Commitments Met (Percent)*
OP-3B	*Installation Commitments Met (Percent)*
OP-3C	*Installation Commitments Met (Percent)*
OP-4A[1]	*Installation Interval (Average Days)*
OP-6A-1[1]	*Delayed Days (Average Days)*
OP-6B-1[1]	*Delayed Days (Average Days)*
OP-4B[1]	*Installation Interval (Average Days)*
OP-6A-2[1]	*Delayed Days (Average Days)*
OP-6B-2[1]	*Delayed Days (Average Days)*
OP-4C[1]	*Installation Interval (Average Days)*
OP-6A-3[1]	*Delayed Days (Average Days)*
OP-6B-3[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For Centrex 21:

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OP-3A	*Installation Commitments Met (Percent)*
OP-3B	*Installation Commitments Met (Percent)*
OP-3C	*Installation Commitments Met (Percent)*
OP-4A[1]	*Installation Interval (Average Days)*
OP-6A-1[1]	*Delayed Days (Average Days)*
OP-6B-1[1]	*Delayed Days (Average Days)*
OP-4B[1]	*Installation Interval (Average Days)*
OP-6A-2[1]	*Delayed Days (Average Days)*
OP-6B-2[1]	*Delayed Days (Average Days)*
OP-4C[1]	*Installation Interval (Average Days)*
OP-6A-3[1]	*Delayed Days (Average Days)*
OP-6B-3[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For PBX Trunks:

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

For Basic ISDN:

OP-3A	*Installation Commitments Met (Percent)*
OP-3B	*Installation Commitments Met (Percent)*
OP-3C	*Installation Commitments Met (Percent)*
OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4A[1]	*Installation Interval (Average Days)*
OP-6A-1[1]	*Delayed Days (Average Days)*
OP-6B-1[1]	*Delayed Days (Average Days)*
OP-4B[1]	*Installation Interval (Average Days)*
OP-6A-2[1]	*Delayed Days (Average Days)*
OP-6B-2[1]	*Delayed Days (Average Days)*
OP-4C[1]	*Installation Interval (Average Days)*
OP-6A-3[1]	*Delayed Days (Average Days)*

OP-6B-3[1]	*Delayed Days (Average Days)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For UNE-P (POTS):

OP-3A	*Installation Commitments Met (Percent)*
OP-3B	*Installation Commitments Met (Percent)*
OP-3C	*Installation Commitments Met (Percent)*
OP-4A[1]	*Installation Interval (Average Days)*
OP-6A-1[1]	*Delayed Days (Average Days)*
OP-6B-1[1]	*Delayed Days (Average Days)*
OP-4B[1]	*Installation Interval (Average Days)*
OP-6A-2[1]	*Delayed Days (Average Days)*
OP-6B-2[1]	*Delayed Days (Average Days)*
OP-4C[1]	*Installation Interval (Average Days)*
OP-6A-3[1]	*Delayed Days (Average Days)*
OP-6B-3[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For Qwest DSL:

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

For Primary ISDN:

OP-3A	*Installation Commitments Met (Percent)*
OP-3B	*Installation Commitments Met (Percent)*
OP-3C	*Installation Commitments Met (Percent)*

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

For DS0:

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

For DS1:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*

OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For DS3 and Higher:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For Frame Relay:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For UDIT – DS1 Level:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For UDIT – Above DS1 Level:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*
OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

For E911/911 Trunks:

OP-3D	*Installation Commitments Met (Percent)*
OP-3E	*Installation Commitments Met (Percent)*
OP-4D[1]	*Installation Interval (Average Days)*

OP-6A-4[1]	*Delayed Days (Average Days)*
OP-6B-4[1]	*Delayed Days (Average Days)*
OP-4E[1]	*Installation Interval (Average Days)*
OP-6A-5[1]	*Delayed Days (Average Days)*
OP-6B-5[1]	*Delayed Days (Average Days)*
OP-5	*New Service Installation without Trouble Reports (Percent)*

Maintenance and Repair

For Residential Single Line Service:

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

For Business Single Line Service:

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

For Centrex:

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

For Centrex 21:

MR-3A	*Out of Service Cleared within 24 Hours*
MR-3B	*Out of Service Cleared within 24 Hours*
MR-3C	*Out of Service Cleared within 24 Hours*
MR-6A	*Mean Time to Restore (Hours:Minutes)*
MR-6B	*Mean Time to Restore (Hours:Minutes)*

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

For PBX Trunks:

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

For Basic ISDN:

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

For UNE-P (POTS):

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

For Qwest DSL:

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

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For Primary ISDN:

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

For DS0:

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

For DS1:

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

For DS3 and Higher:

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

For Frame Relay:

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

For UDIT – DS1 Level:

MR-3D	*Out of Service Cleared within 24 Hours*
MR-3E	*Out of Service Cleared within 24 Hours*
MR-6D	*Mean Time to Restore (Hours:Minutes)*
MR-6E	*Mean Time to Restore (Hours:Minutes)*
MR-7D	*Repair Repeat Report Rate (Percent)*

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

For UDIT – Above DS1 Level:

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

For E911/911 Trunks:

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

TIER 1C

Billing

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

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

TIER 2

Continuing Non-Conforming Performance

See Section 10.3.

Work Completion Timeliness

PO-6	*Work Completion Notification Timeliness (Hours:Minutes)*

This measure shall be on a Tier 2 basis (measuring aggregate performance to all CLECs) and shall be calculated as follows:

Performance	Monthly Payment
1-1.49 hrs	$10,000

1.5-1.99 hrs	$15,000
2-2.49 hrs	$20,000
2.5-2.99 hrs	$25,000
3-3.49 hrs	$30,000
3.5-3.99 hrs	$35,000
4-4.49 hrs	$40,000
4.5-4.99	$45,000
5+	$50,000

Regionwide Wholesale Support Systems

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

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

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

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

Measure	Performance	Payment
GA-1,GA-2,	1% or lower	$1,000
GA-3,GA-4	>1% to 3%	$10,000
GA-6	>3% to 5%	$20,000

	> 5%	$30,000
PO-1	2 sec or less	$1,000
	>2 sec to 5 sec	$5,000
	>5 sec to 10 sec	$10,000
	> 10 sec	$15,000
OP-2/MR-2	1% or less	$1,000
	>1% to 3%	$5,000
	>3% to 5%	$10,000
	>5%	$15,000

Handling of Local Service Requests

PO-10 *LSR Accountability (Percent)*

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

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

Electronic Flow Through Rates

For Resale:

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

For Unbundled Loops:

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

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For LNP:

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

For UNE-P (POTS):

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

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

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

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

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

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

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

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Change Management Requirements

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

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

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

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

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

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

PO-19 *Stand-Alone Test Environment (SATE) Accuracy*

Failure to meet the 95% standard to accurately provide production-like tests to CLECs for testing both new releases and between releases in the SATE environment shall result in a $50,000 payment by Qwest to the Special Fund.

EXHIBIT K

APPENDIX B

MPAP Performance Indicator Definitions (PIDs)

The definitions and business rules for the sub-measurements or measurements identified in Appendix A of the MPAP are provided in the PIDs included as Exhibit B to Section 20 of the SGAT. This Appendix B provides any modifications to the definitions, formulas, or standards, or other aspects of the business rules set forth in the PIDs in Exhibit B, as well as the definitions and business rules for any measurements, that apply uniquely to the MPAP.

Measurement	MPAP-unique Dimensions or Modifications to SGAT Exhibit B PIDs ("ROC PIDs")			
	Unit of Measure	**Formula**	**Standard** [1]	**Additional Notes**
GA-7 – Timely Outage Resolution following Software Release	No. of 48-hour increments per formula	Sum of 48-hour increments (not including partial increments) beyond the first 48 hours of each outage covered by this measurement	Zero	(none)
PO-1A – Pre-Order/ Order Response Time, IMA-GUI	Weighted average seconds	Weighted average of results for all transaction types computed per the ROC PID formula, based on the monthly total volumes of each transaction type.	Weighted average of ROC PID benchmarks for all transaction types, based on the same volumes as at left in formula.	In addition to using the unique formula at left for MPAP purposes, results will also be reported separately for each transaction type according to the ROC PID definition.
PO-1B – Pre-Order/ Order Response Time, IMA-EDI	Weighted average seconds	Weighted average of results for all transaction types computed per the ROC PID formula, based on the monthly total volumes of each transaction type.	Weighted average of ROC PID benchmarks for all transaction types, based on the same volumes as at left in formula.	In addition to using the unique formula at left for MPAP purposes, results will also be reported separately for each transaction type according to the ROC PID definition.
PO-2 – Electronic Flow-through	(Same as ROC PID)	(Same as ROC PID)	Satisfying either or both of the following: PO-2A: The following percentages minus 10 percent. [Note 2] PO-2B:[Note 2] Jan '02 Jul '02 Jan '03 Jul '03 & after Resale: 80% 90% 95% 95% Unb. Loops: 60% 70% 80% 85% LNP: 80% 90% 95% 95% UNE-P: 60% 75% 90% 95% The above standards apply to an aggregation of PO-2A-1 and PO-2A-2 and to an aggregation of PO-2B-1 and PO-2B-2 (i.e., to two combined results). In addition, PO-2A and PO-2B results will also be reported separately as specified in the ROC PIDs.	
PO-6 – Work Completion	(Same as ROC PID)	(Same as in ROC PID)	Less than one hour over the	The standard at left means that the payment structure set forth

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Measurement	MPAP-unique Dimensions or Modifications to SGAT Exhibit B PIDs ("ROC PIDs")			
	Unit of Measure	**Formula**	**Standard** [1]	**Additional Notes**
Notification Timeliness			ROC PID benchmark of 6 hours (i.e., 7 hours or less).	in App. A for PO-6 provides a one-hour grace above the ROC PID benchmark. From that point, payments escalate in specified half-hour increments.
PO-10 – LSR Accountability	(Same as ROC PID)	(Same as in ROC PID)	99 percent	(none)
PO-16 – Timely Release Notifications	Calendar Days	PO-16A = Sum of days late recorded for all untimely First Release Notifications covered by this measurement PO-16B = Sum of days late recorded for all untimely Release Notifications, covered by this measurement, which are specified in CICMP as subsequent to the First Release Notifications provided	Zero days late	Payments are defined for PO-16A misses are greater than for PO-16B misses. Note: Release Notifications are considered timely if sent within three business days following 11:59 p.m. on the date conforming with the CMP intervals.
PO-18 – Interface Versions Availability	(This measurement is totally unique to MPAP. The definition and standard for this measurement are provided separately, below.)			
OP-3 – Installation Commitments Met	(Same as ROC PID)	(Same as in ROC PID)	Sub-loop: 90% Loops w/ Cond.: 90% Line Sharing: 90%	Other than for the three products at left, OP-3 is listed in App. A for all products in ROC OP-3 PID, except Dark Fiber and EELs.
OP-4 – Installation Interval	(Same as ROC PID)	(Same as in ROC PID)	Sub-loop: 6 days Loops w/ Cond.: 16.5 days Line Sharing: (same as in ROC PID)	Other than for the three products at left, OP-4 is listed in App. A for all products in ROC OP-4 PID, except Dark Fiber and EELs.
OP-5 – New Service Installation Quality	(Same as ROC PID)	(Same as in ROC PID)	(Same as in ROC PID for products listed in MPAP App. A)	App. A lists OP-5 for all products in ROC OP-5 PID, except Sub-loop, Line Sharing, Dark Fiber and EELs.
OP-6 – Delayed Days	(Same as ROC PID)	(Same as in ROC PID)	(Same as in ROC PID for products listed in MPAP App. A; presently diagnostic for Sub-loop and Line Sharing)	App. A lists OP-6 for all products in ROC OP-6 PID, except Dark Fiber and EELs.
OP-7 – Coordinated "Hot Cut" Interval – Unbundled Loop	(Same as ROC PID)	(Same as in ROC PID)	One hour	
MR-3 – Out of Service Cleared ≤ 24 hours	(Same as ROC PID)	(Same as in ROC PID)	Sub-loop: Parity with ISDN-BRI Line Sharing: Parity with Qwest DSL	App. A lists MR-3 for all products in ROC MR-3 PID, except Dark Fiber and EELs.

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Measurement	MPAP-unique Dimensions or Modifications to SGAT Exhibit B PIDs ("ROC PIDs")			
	Unit of Measure	**Formula**	**Standard [1]**	**Additional Notes**
MR-6 – Mean Time to Restore	(Same as ROC PID)	(Same as in ROC PID)	Sub-loop: Parity with ISDN-BRI Line Sharing: Parity with Qwest DSL	App. A lists MR-6 for all products in ROC MR-6 PID, except Dark Fiber and EELs.
MR-7 – Repair Repeat Report Rate	(Same as ROC PID)	(Same as in ROC PID)	Sub-loop: Parity with ISDN-BRI Line Sharing: Parity with Qwest DSL	App. A lists MR-7 for all products in ROC MR-7 PID, except Dark Fiber and EELs.
MR-8 – Trouble Rate	(Same as ROC PID)	(Same as in ROC PID)	Sub-loop: Parity with ISDN-BRI Line Sharing: Parity with Qwest DSL	App. A lists MR-8 for all products in ROC MR-8 PID, except Dark Fiber and EELs.
CP-1 – Collocation Completion Interval (MPAP – Collocation Installation Days Late)	Calendar Days	(Collocation Completion Date) – (Scheduled RFS Date)	Zero days late	
CP-3	Calendar Days	(Date Feasibility Study provided to CLEC) – (Date Qwest receives CLEC request for Feasibility Study)	Zero days late	

[1] A. Appendix A, Section 4.0, defines the overall application of benchmark and parity standards to measurement results, including a description of statistical methodologies for use with parity standards.
B. For Tier 1A measurements for which the standard is parity, Appendix A, Section 6.0 defines how the parity standard is determined. The approach contained therein applies six-month averaging to the retail analogue to define the MPAP parity standard for Tier 1A parity measurements. (App. A, para. 6.1)
C. For measurements for which the standard is a benchmark and results involve CLEC volume of 10 or less, "Qwest shall be allowed to miss one occurrence before being subject to any payments for non-conforming performance." (App. A, para. 6.2)
D. For Tier 1B and 1C measurements with parity standards, Appendix A (section 5.0) defines critical Z values that apply for determining parity.

EXHIBIT K

As referenced above, the following MPAP PID is used, in addition to the specified ROC PIDs provided in SGAT Exhibit B:

PO-18 (MPAP) – Interface Versions Availability

Purpose: To evaluate the extent to which Qwest makes available or reinstates the prior version of specified interface releases for six months following implementation of new releases.	
Description: • Measures the percentage of qualifying CLEC requests, if any, for reinstatement of applicable prior software releases that Qwest makes available or reinstates within 24 hours of the request. • Includes qualifying CLEC version reinstatement requests submitted in the reporting period to Qwest for prior software releases involving IMA-EDI, subject to exclusions listed below. • An applicable prior software release is one that Qwest has retired sooner than six months following the implementation of the next "dot-zero" release (e.g., version 2.0, 3.0, etc.). • Qualifying CLEC version reinstatement requests are those involving applicable prior software release and are submitted in the reporting period during hours of availability for IMA-EDI as published on website www.qwest.com/wholesale/cmp/ossHours.html.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: Individual CLEC results	**Disaggregation Reporting:** Region-wide level.
Formula: **PO-18 =** (Count of qualifying CLEC version reinstatement requests received by Qwest within the reporting period that Qwest actually reinstates within 24 hours of the request) / (Count of qualifying CLEC version reinstatement requests received by Qwest within the reporting period) x 100 NOTE 1	
Exclusions: • Records that are missing data essential to the calculation of this measurement.	
Product Reporting: (Applies only to IMA-EDI version releases)	**Standard:** 100 percent
Availability: Available	**Notes:** 1. Where there are no qualifying requests for reinstatement, the result reported shall be 100 percent, recognizing that zero CLEC requests for reinstatement reflects meeting the standard. 2. Notwithstanding the approach involving "reinstatement" requests, Qwest may satisfy the standard via an approach that keeps past versions always active and, thus, not requiring reinstatement, subject to there being no qualifying CLEC requests that indicate this was not achieved.