

Docket No. 13-049-15
Petition to Modify QPAP and PID
July 29, 2013

EXHIBIT W
Attachment 1A
Colorado ICA Exhibit K – Redesigned PAP with
“legislative style” changes

EXHIBIT K – Redesigned PAP **COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN**

1.0 Introduction

1.1 As set forth in this Agreement, Qwest Corporation dba CenturyLink QC (“CenturyLink QC”) and CLEC voluntarily agree to the terms of the following Colorado Performance Assurance Plan (“CPAP” or “Plan”), prepared in conjunction with Qwest’s application for approval under Section 271 of the Telecommunications Act of 1996 (the “Act”) to offer in-region, interLATA service and as subsequently modified in accordance with the orders issued by the Colorado Public Utilitiesstate Commission (“Commission”) with statutory authority over telecommunications.

2.0 Plan Structure

2.1 The CPAP is a tiered remedy payment and performance monitoring plan. CenturyLink QC shall be subject to self-executing payments to CLEC for Tier 1A submeasurements, that are designated as “payment eligible” in Section 3.0 and that have parity or benchmark standards, as identified in Appendix A Interconnection Agreement Exhibit B (Performance Indicator Definitions or “PIDs”), which generate Tier 1A payments (described in Sections 7.0 and 8.0). For measurements and submeasurements (PIDs) that are designated as “diagnostic” in Section 3.0 CenturyLink QC will report their performance results for monitoring purposes.

3.0 Performance Measurements

3.1 Payment-Eligible PIDs and Submeasurements. The performance standards for each measurements and submeasurements that are eligible to trigger payments in under the CPAP and are either (1) thus subject to the CPAP payment mechanisms are the following or (2) not subject to the CPAP payment mechanisms but subject to the Reinstatement/Removal Process set forth in paragraph 3.3 below are identified in Appendix A.

~~3.1.1 [Left Intentionally Blank.]¹~~

3.1.1 Payment-Eligible PIDs

- PO-5 Firm Order Confirmations (FOCs) on Time
- OP-3 Installation Commitments Met
- OP-4 Installation Interval
- OP-5 New Service Installation Quality
- OP-8 Number Portability Timeliness
- MR-5 All Troubles Cleared w/in 4 Hours

¹ ~~Certain sections will be “Left Intentionally Blank” to preserve numbering prior to, in some cases, the three-year review or, in other cases, the six-year elimination of non-Tier 1A measurements and payments pursuant to Section 18.11.~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

- MR-6 Mean Time to Restore
- MR-7 Repair Repeat Report Rate
- MR-8 Trouble Rate

3.1.2 Payment-Eligible Submeasurements (Products or Services)

- EEL DS1
- LIS Trunks
- 2 Wire Non-Loaded Loops
- Analog Loops
- DS1 Loops
- Sub Loops
- xDSLi Loops
- ADSL Loops
- Residential Resale
- LNP

3.2 Performance Standards. There are two types of standards, “parity” and “benchmark.”

3.2.1 Parity standards apply statistical and other related calculations defined in Sections 4.0 through 8.0 to determine whether reported performance results meet parity standards or trigger payments.

3.2.2 Benchmark standards do not apply statistical methodologies, but instead apply a “stare and compare” approach and other calculations defined in Sections 4.0 through 8.0 to determine whether the reported performance results meet benchmarks, or trigger payments.

3.2.3 Where applicable elsewhere in the PAP, this provision modifies other provisions and operates as follows: For any benchmark or non-interval parity performance sub-measure, CenturyLink QC shall apply one allowable miss to a sub-measure disaggregation that otherwise would require 100% performance before the performance is considered as non-conforming to standard (1) if at the CLEC-aggregate level, the performance standard is met or (2) where the CLEC-aggregate performance must be 100% to meet the standard, the CLEC-aggregate performance is conforming after applying one allowable miss at that level.

~~3.1.2 For any Tier 1A benchmark or non-interval parity performance submeasure, CenturyLink QC shall apply one allowable miss to situations that otherwise would require 100% performance before the performance is considered as non-conforming to standard. That is, if the number of occurrences is ≤ 1 , the applicable standard is considered to be met.~~

3.3 Diagnostic PIDs

- GA-1 Gateway Availability – LSR (includes former GA-8)
- GA-3 Gateway Availability – Repair (includes former GA-6)

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

- GA-4 Gateway Availability – ASR
- GA-7 Timely Outage Resolution – Software
- PO-1 Pre-Order / Order Response Times
- PO-2 Electronic Flow Through
- PO-3 LSR Rejection Notice Interval
- PO-9 Timely Jeopardy Notices
- OP-15 Interval for Orders Delayed Past Due Date
- MR-11 LNP Trouble Reports Cleared
- MR-9 Repair Appointments Met
- BI-2 Invoices Delivered within 10 days
- BI-3 Billing Accuracy – Adjustments for Errors
- BI-4 Billing Completeness
- DB-1b Time to Update Databases – LIDB
- DB-1c Time to Update Databases – Listings
- NI-1 Trunk Blocking
- CP-2 Collocations Completed

~~3.2—The following measures, which are listed in Appendix A, are not subject to the payment mechanisms of the CPAP; however, they are subject to the PID Reinstatement/Removal Process. All other measures listed in Appendix A are subject to the CPAP payment mechanisms, but they are not subject to the PID Reinstatement/Removal Process.~~

- ~~OP-7 Coordinated “Hot Cut” Interval-Unbundled Loop~~
- ~~OP-17A Timeliness of Disconnects Associated with LNP Orders~~
- ~~NI-1 Trunk Blocking~~
- ~~NP-1A NXX Code Activation~~
- ~~CP-3 Collocation Feasibility Study Interval~~

~~3.3—PID Reinstatement/Removal Process: If CenturyLink QC's performance for any submeasure of the PIDs listed in paragraph 3.2 above does not conform to the established PID standard as set forth in the CPAP for three consecutive months, that submeasure will be reinstated (i.e., be subject to the CPAP payment mechanisms) subject to the retroactive payment provision of Sec. 3.3.2 and subject to the CPAP payment mechanisms effective in the month following the three consecutive months. The determination of whether a PID submeasure is reinstated is made no later than at the end of the second month following the third consecutive month of non-conforming performance. The submeasure will remain subject to the CPAP payment mechanisms until CenturyLink QC's performance for that submeasure satisfies the established standards for three consecutive months. Effective the month following such conforming performance, the submeasure will no longer be subject to the CPAP payment mechanisms but will continue to be subject to the PID Reinstatement/Removal Process. The determination of whether a PID submeasure~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~is removed from being subject to the CPAP payment mechanisms is made no later than the end of the second month following the third consecutive month of conforming performance. Where applicable elsewhere in the CPAP, this PID Reinstatement/Removal Process modifies other provisions and operates as follows:~~

~~3.3.1—Disaggregation and Reporting Levels: Performance will be evaluated at the lowest level of disaggregation defined in Appendix A on a CLEC-aggregated or other-aggregated basis such that performance is evaluated for the purposes of administering the Reinstatement/Removal Process on a statewide or regionwide level, as applicable per the PID.~~

~~3.3.2—Retroactive Payments: To calculate retroactive payments for the submeasures reinstated, CPAP payment mechanisms will be applied to the three consecutive months in which the standard was missed, which triggered reinstatement. These retroactive payments will be made to applicable CLECs at the end of the third month after the month in which performance triggered re-instatement.~~

~~3.3.2.1—Accounting for Payments: In support of retroactive payments (para. 3.3.2 above), CenturyLink QC will account separately for CPAP payments that would have been made to individual CLECs for a submeasure as though it had been subject to the CPAP payment mechanisms, where automatic reinstatement applies, and account separately in the same manner for the time between when it is determined that a submeasure met the standard for automatic removal and the effective date of removal (the month following the three consecutive “met” months). With regard to submeasures that are subsequently removed again through this process, any CPAP payments made during the three consecutive months which triggers automatic removal will not be recovered by CenturyLink QC.~~

~~3.3.2.2—Interest: In the case of automatic reinstatement, retroactive payments will include interest calculated at the customer deposit rate as established by the Commission from the date a payment would have been made to the date the payment is actually made.~~

~~3.3.2.3—Tracking: CenturyLink QC will track and report service and payment results, including retroactive and avoided (i.e., during periods of removal) CPAP payments and the disposition of the avoided payments on a CLEC, PID submeasure and aggregate basis each month.~~

~~3.3.3—Public Website: CenturyLink QC will maintain a public website showing the CPAP status of each PID or submeasure with respect to the applicability of~~

EXHIBIT K – Redesigned PAP **COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN**

~~the CPAP payment mechanisms (i.e., reinstated or removed), which eliminates the requirement to make filings with the Commission to modify the CPAP due to the application of the PID Reinstatement/Removal Process.~~

4.0 Statistical Methodology

~~4.1 For all submeasurements with benchmark standards (“benchmark submeasurements”), as designated in the PIDs, the determination of CenturyLink QC’s conformance with Plan and PID standards will involve comparing performance levels reported for submeasurements against benchmarks established in the PIDs on a “stare-and-compare” basis (i.e., with no additional statistical methodology applied). CenturyLink QC will be in conformance with Tier 1A benchmark submeasures when the monthly performance result equals or exceeds the benchmark except as allowed in Section 3.1.2, 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 all submeasurements with parity standards (“parity submeasurements”), as designated in the PIDs, the determination of CenturyLink QC’s conformance with Plan and PID standards will involve comparing statistical z-scores associated with performance levels reported for submeasurements against statistical critical values as defined in Section 5.0.any Tier 1A measure where variance factors (as in Table 2 below) have not been developed or where there are insufficient data to develop such factors, CenturyLink QC uses The calculation of z-scores will be based on a statistical test, namely called the “Mmodified z-test,” as defined in Section 4.4 below, for evaluating the difference between two means (i.e., CenturyLink QC and CLEC service or repair intervals) or two percentages (e.g., CenturyLink QC and CLEC proportions) to determine whether a parity condition exists between the results for CenturyLink QC and for CLEC.~~

~~4.3 For the purpose of this Section, the CenturyLink QC results will be the CenturyLink QC monthly retail results as specified in the PIDs filed with the CPAP as approved by the Commission.~~

~~4.4 The modified z-test shall be applicable if the CLEC sample size is greater than or equal to 30 for a given submeasurement. For testing submeasures for which the sample size is less than 30, CenturyLink QC will use a permutation test to determine the statistical significance of the difference between CenturyLink QC and CLEC results.The formula for determining parity using the z-test is:~~

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

Where:

$$\text{DIFF} = M_{\text{CenturyLink QC}} - M_{\text{CLEC}}$$

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

$M_{\text{CenturyLink QC}}$ = CenturyLink QC average or proportion

M_{CLEC} = CLEC average or proportion

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

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

$n_{\text{CenturyLink QC}}$ = number of observations or samples used in CenturyLink QC submeasurement

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

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

4.34.5 For **Tier 1A** parity submeasurements for which ~~the variance factors (as in Table 2) have not been developed or where there are insufficient data to develop such factors and where~~ the number of data points is less than or equal to 30, CenturyLink QC will apply a permutation test to determine statistical significance. For such **Tier 1A** parity submeasurements reported as percentages, where the number of data points is less than or equal to 30, CenturyLink QC will apply an exact proportions test (a form of permutation testing that applies to metrics reported as percentages).

The permutation test for metrics reported as intervals will be applied to calculate the z statistic using the following logic or an equivalent approach that would yield the same result:

- Calculate the z statistic for the actual arrangement of the data.
- Pool and mix the CLEC and CenturyLink QC 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 CenturyLink QC data set or $n_{\text{CenturyLink QC}}$.
 - 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.

EXHIBIT K – Redesigned PAP
COLORADO-CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

- Compute the fraction (p-value) of permutations for which the z statistic for the rearranged data is greater than the z statistic for the actual samples.

The exact proportions permutation test for metrics reported as percentages will be applied to calculate the z statistic using the following logic or an equivalent approach that would yield the same result:

- Calculate the combined (CLEC and Retail) percentage result for the metric.
- Identify the possible configurations of Retail metric results and CLEC metric results that could exist in the actual data and yield more extreme differences between CLEC and Retail results, while still yielding the same combined CLEC-Retail result.
- For each such configuration of results that yields a more extreme difference than seen in the actual reported results, calculate the probability of observing that more-extreme result, given the actual combined result.
- Calculate the sum of the probabilities of the more-extreme data configurations. This sum constitutes the p-value that represents the total probability of observing a more extreme difference between CLEC and Retail results than seen in the actual data.

If the resulting p-value 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, except as specified elsewhere herein. For individual month testing for performance measurements involving LIS trunks and DS-1s and DS-3 that are 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 submeasurements 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 ~~C~~critical z-value for any ~~Tier 4A~~ submeasurements where variance factors (as in Table 2) have not been developed or where there are insufficient data to develop such factors and 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 submeasurements for which statistical testing is being performed.

TABLE 1: CRITICAL Z-VALUE

CLEC volume (Sample size)	Critical Z-Value
31 0-150	1.645
151-300	2.0

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

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, CenturyLink QC's performance to a CLEC for a relevant parity submeasurement will be considered ~~conforming to be~~ "in parity" in a month when the z-score calculated pursuant to Section 4.42 is equal to or less than the appropriate critical z-value identified in Section 5.1, Table 1, except as allowed in Section ~~3.1.23.2.3~~.

6.0 Non-Conformance Definitions and Payment Triggers Tier 1A Parity Calculations

(Provisions in this Section 6.0 become effective on January 1, 2014. Prior to that date, the provisions contained in Appendix A hereto as Section A-6.0 shall apply.)

6.1 Each month's reported performance results for payment-eligible submeasurements will be evaluated to determine whether established standards (benchmark or parity) have not been met. 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 CenturyLink QC 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.

6.2 Based on the evaluation completed pursuant to Section 6.1 above for the current and prior two months, levels of non-conformance will be determined according to the following definitions, for a given submeasurement:

- Level 3 Non-Conformance exists for any month in which CenturyLink QC fails to meet the established standard to the extent defined for a Level 3 non-conformance in Section 6.3, Table 2, below.
- Level 2 Non-Conformance exists for any month in which a Level 3 non-conformance is not found, that fails to meet the established standard for two consecutive months, each to the extent defined for Level 2 in Section 6.3, Table 2, below.
- Level 1 Non-Conformance exists for any month in which a Level 2 or Level 3 non-conformance is not found, that fails to meet the established standard

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC’s PERFORMANCE ASSURANCE
PLAN

for three or more consecutive months, each to the extent defined for Level 1 or Level 2 in Section 6.3, Table 2, below.

6.3 Levels 1, 2, and 3 non-conformance are determined according to the difference (“D_P” or “D_B”, as defined in Table 2 and as calculated in 6.3.1 below) between the reported submeasurement performance level provided to CLEC and the established standard.

TABLE 2

<u>PARITY STANDARDS</u>	
<u>Difference from Standard</u>	<u>Level</u>
<u>0 < D_P < 0.5</u>	<u>Level 1</u>
<u>0.5 <= D_P < 2</u>	<u>Level 2</u>
<u> D_P >= 2</u>	<u>Level 3</u>
<u>BENCHMARKS as PROPORTIONS</u>	
<u>Difference from Standard</u>	<u>Level</u>
<u>0 < D_B < 5</u>	<u>Level 1</u>
<u>5 <= D_B < 15</u>	<u>Level 2</u>
<u>D_B >= 15</u>	<u>Level 3</u>
<u>BENCHMARKS as MEANS or AVERAGES</u>	
<u>Difference from Standard</u>	<u>Level</u>
<u>0 < D_B < 25</u>	<u>Level 1</u>
<u>25 <= D_B < 50</u>	<u>Level 2</u>
<u>D_B >= 50</u>	<u>Level 3</u>

6.3.1 The difference, “D_P” or “D_B,” is calculated as follows for a given submeasurement:

For PIDs with Parity Standards

Given Z^T (the z-score as calculated per Section 4.0):

$$D_P = \frac{R - C}{S}$$

where R is CenturyLink QC’s performance level (mean, proportion, or rate) provided for the retail comparative product or service; C is CenturyLink QC’s performance level delivered to CLEC; and S is the calculated statistical standard deviation corresponding to Z^T calculated

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

for this comparison (and S is the same as " $\sigma_{\text{CenturyLink QC}}$," as found in Section 4.4 above). Thus, D_P reflects the difference between CenturyLink QC and CLEC performance levels, in terms of the number of standard deviations (expressed in the same units of measure – i.e., time intervals or percentage points – as the performance results used in the above formula) that this difference represents.

This calculation assumes that higher values of R and C mean better service ("higher is better"). For submeasurements where higher values mean worse service, the subtraction in the numerator is reversed. In other words, where higher is better, the numerator should be positive when the performance delivered to CLEC is worse than the performance provided for the retail comparative.

For PIDs with Benchmark Standards

$$D_B = \frac{C - B}{B}$$

where C is CenturyLink QC's performance level (mean, proportion, or rate) delivered to CLEC, and B is the benchmark value established for the submeasurement in the PIDs.

This calculation assumes that higher values of C and B mean better service. For submeasurements where higher values mean worse service, the subtraction in the numerator is reversed. In other words, the numerator should be positive when the performance levels delivered to CLEC are worse than the benchmark. Thus, D_B reflects the difference between CenturyLink QC and CLEC performance levels, in terms of the number of benchmark increments (expressed in the same units of measure – i.e., time intervals or percentage points – as the performance results used in the above formula) that this difference represents.

6.3.2 The allowances set forth in Section 3.2.3 shall apply, such that submeasurements that qualify for those allowances shall be considered to be conforming to PAP and PID standards.

6.4 Payments to CLEC are triggered only when the reported submeasurement performance level for the month being evaluated has failed to meet its established benchmark or parity standard and is non-conforming at one of the three levels defined in Section 6.2 above. The calculation methodology for payments thus triggered is set forth in Section 7.0 below.

EXHIBIT K – Redesigned PAP
COLORADO-CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

TABLE 2: VARIANCE FACTORS

CLEC volumes	OP-3 LIS	OP-3 UBL¹	OP-4 LIS	OP-4 UBL¹	OP-6 LIS	OP-6 UBL	OP-5	NP-1⁵
1-5	25	25	18	14	24	28	20	
6-15	18	18	12	10	16	18	12	
16-22	16	14	9	8	15	15	10	
23-30	15	13	8	7	14	14	9	
31-40	13	11	7	7	12	12	8	
41-60	11	9	6	6	10	10	7	
61-90	9	7	5	6	8	8	6	
91-150	5	5	4	5	6	6	5	
151-300	5	4	3	4	4	4	4	
301-500	4	3	2	3	3	3	3	
501-1000	3	2	2	2	2	2	2	
1001-1500	2	1	1	1	1	1	1	
1501-2000	1	0.5	0.5	0.5	0.5	0.5	.5	
2000+	0	0	0	0	0	0	0	
Measure Type	%	%	Days	Days	Days	Days	%	
Modification	Subtract	Subtract	Add	Add	Add	Add	Subtract	

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

CLEC volumes	OP-5 L/S	OP-6 L/S	MR-3 L/S	MR-6 L/S	MR-7 L/S	MR-11
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

EXHIBIT K – Redesigned PAP
COLORADO-CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

61-90	7	2	4	150	7	3
91-150	5	2	4	125	5	2
151-300	4	4	3	120	4	2
301-500	3	4	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	%	%
Modification	Subtract	Add	Subtract	Add	Add	Subtract

¹ Except Analog and 2-wire non-loaded 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., CenturyLink QC'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.

6.52 For all Tier 1A parity performance submeasurements with sample sizes less than or equal to 30, CenturyLink QC shall calculate and report payments based upon both the Table 2 variance factors and the permutation test or the exact proportions test as set out in Section 4.53. CLEC shall receive the higher of the payment based upon variance factors or the payment based upon permutation testing.

6.6 CenturyLink QC's performance to a CLEC for a Tier 1A given submeasurement will be considered to be conforming with PAP and PID standards in any month where the CLEC performance result is "better" than or equal to the CenturyLink QC standard benchmark or retail comparative performance result as defined in Sections 6.1, after applying allowances, if any, and under 3.2.31-2.

6.7 For any Tier 1A measure where variance factors have not been developed or where there are insufficient data to develop such factors, the relevant Where the CLEC performance is "worse" than the retail comparative performance result, parity submeasurements shall rely on the statistical methodology set forth in Sections 4.0 and 5.0 of this Plan, to determine performance results whether the comparison of CLEC and retail comparative constitutes statistical parity.

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

7.0 ~~Tier 1~~ Calculation of Payments to CLEC for ~~Tier 1A~~ Submeasures

(References to “Levels” of non-conformance in this Section 7.0 become effective on January 1, 2014. Until that date, only “Level 1” applies and constitutes payment-eligible “non-conformance” in any month in which it occurs.)

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

For percentage submeasurements, the ~~CPAP~~ uses the following formula:

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

For interval submeasurements, the ~~CPAP~~ uses the following formula:

CLEC Occurrences = Absolute value of ((CLEC result – standard result) divided by the standard result), which is then multiplied by CLEC volume.

7.1.1 Standard Result Applicable from January 1, 2014 forward:

7.1.1.1 For a benchmark submeasurement, the “standard result” used in the above formulas is the benchmark set forth in the PIDs.

7.1.1.2 For a parity submeasurement, the “standard result” is a calculation of the performance result (average, mean, or percentage, as applicable) that would yield the critical value set forth in Section 5.0.

7.1.2 Standard Result Applicable from July 1, 2013 through December 31, 2013 (after which this section 7.1.2 expires and may be removed from CPAP):

For the above formulas, for payment-eligible Tier 1A parity submeasurements, the “standard result” used in the above formulas is the average of the prior six months’ retail performance adjusted by the relevant variance factor in Appendix A, Section A-6.1, Table A-2. For ~~Tier 1A~~ submeasurements with a benchmark, the standard is the benchmark.

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

7.3 ~~If CenturyLink QC’s performance levels delivered to CLEC falls into one of the non-conformance levels defined in Section 6.0-fails to meet the applicable standard~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

for ~~Tier 1~~ a payment-eligible submeasurements, CenturyLink QC 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 subject to further modification by escalation payment increments as set forth in Section 8.0.~~
 That payment shall be calculated according to the following formula:

$$\text{Payment} = (\text{Applicable per-occurrence payment amount from Table 3 or from Table 4 if applicable}) \times (\text{number of CLEC Occurrences})$$

TABLE 3: MONTH 1 BASE PER OCCURRENCE PAYMENT AMOUNTS/INCREMENTS

<u>Non-Conformance Level</u>	<u>Per-Occurrence Payment Increments</u>	
	<u>Colorado & Minnesota</u>	<u>Other States</u>
<u>Level 1</u>	<u>\$225.00</u>	<u>\$150.00</u>
<u>Level 2</u>	<u>\$337.50</u>	<u>\$225.00</u>
<u>Level 3</u>	<u>\$450.00</u>	<u>\$300.00</u>

Tier 1A

\$ 225.00

7.4 — Left Intentionally Blank.]

~~7.5 — Geographically, all measures should only include Colorado statistics. For purposes of reporting, the data will be displayed in the most granular disaggregation possible and will be rolled up to overviews as appropriate. For purposes of minimum payments, a “measure” shall be the highest level of aggregation, i.e. PO-5, OP-4, and so forth. For purposes of escalation payments, 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 annual review.~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

8.0 ~~Tier 1~~ Calculation of Escalation Payments

(References to “Levels” of non-conformance in this Section 8.0 become effective on January 1, 2014. Until that date, only “Level 1” applies and constitutes payment-eligible “non-conformance” in any month in which it occurs.)

8.1 CenturyLink QC's non-conforming performance for payment-eligible ~~Tier 4~~ submeasurements shall be subject to escalating per occurrence payments pursuant to Table 4 below.

8.2 Payments for continuous months of non-conforming performance (as defined in Section 6.0) for a particular submeasurement will be made on a per occurrence basis (as defined in Section 7.0) using the dollar amounts specified in Table 4 ~~below unless specified otherwise in Appendix A~~. The dollar amounts escalate depending upon the number of consecutive months for which CenturyLink QC ~~has not met the standard for the particular submeasure~~ has had non-conforming performance. The dollar amounts specified in Table 4 ~~are~~ indicate the total amounts applicable per occurrence for each month with the Month 1 amounts base or “Month 1” per-occurrence payment increments being those specified in Table 3 of Section 7.0. Payment escalation is capped at Month 12, such that, for continuing non-conformance in Months 13 and beyond, consecutively, the payment amount remains at the level that would apply for Month 12 in accordance with Table 4.

8.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if CenturyLink QC has four consecutive monthly “misses,” at any of the three non-conformance levels, it will make payments that escalate from mMonth 1 to mMonth 4 as shown in Table 4. If, in the next month (mMonth 5), service meets the standard, CenturyLink QC makes no payment. A payment “indicator” de-escalates down from mMonth 4 to mMonth 3. If CenturyLink QC ~~misses~~ service is non conforming in the following month (mMonth 6), it will make payment at the mMonth 3 level of Table 4, because that is where the payment “indicator” moved in mMonth 5. If CenturyLink QC misses again the following month (mMonth 7), it will make payments at the mMonth 4 level. If CenturyLink QC's performance then meets the applicable standard for mMonths 8, 9 and 10, the payment level will de-escalate to the mMonth 1 level. The non-conformance level of the current month's performance, coupled with the escalation month number, determines the payment increment to be used from Table 4.

EXHIBIT K – Redesigned PAP
COLORADO-CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

TABLE 4: PER-OCCURRENCE TIER 1 PAYMENTS TO CLEC--WITH ESCALATION

Per Occurrence Measurement Group	<u>Consecutive Months of Non Conforming Performance at Any Level</u>				
	Month 1	Month 2	Month 3	Month 4	Each following month after Month 4 add
<u>Colorado and Minnesota</u>					
<u>Tier 1A Level 1</u>	\$225.00	\$250.00	\$500.00	\$600.00	\$100.00
<u>Level 2</u>	\$337.50	\$362.50	\$612.50	\$712.50	\$100.00
<u>Level 3</u>	\$450.00	\$475.00	\$725.00	\$825.00	\$100.00
<u>Other States</u>					
<u>Level 1</u>	\$150.00	\$175.00	\$350.00	\$450.00	\$100.00
<u>Level 2</u>	\$225.00	\$250.00	\$500.00	\$600.00	\$100.00
<u>Level 3</u>	\$300.00	\$325.00	\$650.00	\$750.00	\$100.00

8.3 All of the ~~Tier 1~~ payments (100%) shall be made only to the CLECs and ~~only to those CLECs that have opted into the CPAP.~~

9.0 Minimum Payments to CLEC

9.1—~~For smaller CLECs, there is a minimum per measure payment for Tier 1A of \$600. If the otherwise applicable payment is below this amount, the minimum payment shall apply. 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 6,000 lines in service in Colorado (of whatever type— facilities-based, resale, UNE loops (including shared lines) and so forth) and is within its first three years from the date when its application for Certificate of Public Convenience and Necessity was granted by the Commission or, in the case of a CLEC not requiring a Certificate of Public Convenience and Necessity, from the date it first begins operating in Colorado. Upon adopting the CPAP and at six month intervals after that, a CLEC must certify to the Commission, with notification to CenturyLink QC, that it should be designated as a smaller CLEC in order to benefit from the minimum payment. Any CLEC within its first three years of being granted its Certificate of Public Convenience and Necessity or any CLEC within its first three years of operation in Colorado and not requiring a Certificate of Public Convenience and Necessity that does not certify to the Commission that it is below the minimum lines in service requirement shall not be eligible for the minimum payment.~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

10.0 The Special Fund [Applicable only in Colorado, Iowa, and Wyoming, which have a PAP Special Fund]

~~10.1~~—[Left Intentionally Blank.]

~~10.2~~—[Left Intentionally Blank.]

~~10.3~~—[Left Intentionally Blank.]

~~10.49.1~~ Earlier instances of the PAP established~~Prior to the six-year elimination of former non-Tier 1A measurements and payments that existed in previous versions of CPAP, pursuant to Section 18.11,~~ the Special Fund, which contained payments generated by the former Tier 2 provisions of the CPAP. ~~In addition, the Special Fund contained special payments, if any, assessed by the former Independent Monitor and the 50% share of payments, if any, for inaccurate reporting not self-corrected by Qwest.~~ CenturyLink QC shall keep the remaining balance of Special Fund moneys in an interest-accruing bank account.

~~10.5~~ This Special Fund shall pay for the Independent Monitor at least until the first three-year review. ~~When there are insufficient funds in the Special Fund for this purpose, CenturyLink QC shall advance the necessary funds.~~[Left Intentionally Blank]

~~10.69.2~~ Other p~~P~~otential uses for this fund include: paying for the Colorado portion of a Long Term PID Administration facilitator, paying a technical advisor for the Commission's CPAP Revision process; paying a consultant for the three-year review; and, if the Commission so decides, paying for additional audits of CenturyLink QC's performance measurement and reporting, and paying other administrative expenses.

~~10.79.3~~ Upon implementation of the CPAP, the Commission shall decide how to use the remainder of this fund. The uses shall be competitively neutral efforts in the telecommunications field that do not benefit CenturyLink QC directly.

11.010.0 Cap on Tier 1 and Tier 2 Total Annual Payments

~~11.410.1~~ There shall be an annual cap ~~of \$100 million~~ on payments for performance under the CPAP as follows.:

- Arizona \$67 million
- Colorado \$100 million
- Idaho \$40 million
- Iowa \$36 million
- Minnesota \$100 million

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

- Montana \$22 million
- Nebraska \$25 million
- New Mexico \$39 million
- North Dakota \$13 million
- South Dakota \$10 million
- Utah \$52 million
- Oregon \$48 million
- Washington \$79 million
- Wyoming \$18 million

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

~~41.3— [Left Intentionally Blank.]~~

41.410.3 If CenturyLink QC 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 CenturyLink QC to explain the non-conforming performance and show that it did not result from CenturyLink QC's failure to avoid reasonably foreseeable risks. If the Commission concludes that CenturyLink QC failed to act in a prudent manner to avoid reasonably foreseeable consequences, the Commission may raise the cap to the amount which CenturyLink QC would have paid in the higher of the prior two years, may ask the Federal Communications Commission ("FCC") to halt CenturyLink QC's long distance marketing authority for a particular interval, may levy a fine, and/or may take other appropriate action.

42.011.0 Timing and Form of Payment²

42.411.1 All ~~Tier 4~~ payments to CLEC ~~and all 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.

4211.1.1 Notwithstanding Section ~~4211.1~~, for Unbundled DS1-Capable Loops and EELs-DS1, CenturyLink QC shall compare for payment purposes the MR-8 calculated payment amount with the sum of the OP-5A and MR-7

² ~~Except as affected by the PID Reinstatement/Removal Process described in Section 3.3, all provisions in this section apply as stated.~~

EXHIBIT K – Redesigned PAP
COLORADO-CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

calculated payment amounts, for the same performance data month, to determine whether the MR-8 payment amount or the combined OP-5A and MR-7 payment amount is the larger amount. In the event the two amounts are the same, the MR-8 payment amount will be considered to be the larger payment amount. Based on determination of the larger payment amount, CenturyLink QC shall pay either the MR-8 payment amount or both the OP-5A and MR-7 payment amounts. However, since the performance results for OP-5A and MR-7 are available one month later than the MR-8 performance results for the same performance data month, the applicable payments shall be made on the last business day of the month following the due date of the performance report for OP-5A and MR-7, except as allowed in Section 4211.56.

4211.2 All payments shall be by credits to CLEC bills~~in cash~~. CenturyLink QC 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 CenturyLink QC and CLEC agree on a method of payment (~~i.e.~~e.g., wire transfer or check), CenturyLink QC shall not change the method of payment without the permission of CLEC. CenturyLink QC shall be able to offset ~~cash~~ payments to CLEC with a bill credit applied against any non-disputed charges that are more than 90 days past due.

4211.3 CenturyLink QC shall provide monthly payment information at the same time that the performance reports are due. Monthly payment information shall include the payment calculations.

4211.3.1 Notwithstanding Section 4211.3, for Unbundled DS1-Capable Loops and EELs-DS1, CenturyLink QC shall provide the MR-8 monthly payment information at the same time that the payment information for OP-5A and MR-7 for the same performance data month is due to allow for the applicable payment determinations for MR-8, OP-5A, and MR-7 as stated in Section 4211.1.1 above, except as allowed in Section 4211.56.

4211.4 In the case of late payments and underpayments, CenturyLink QC shall pay interest to CLEC ~~and to the Special Fund, as applicable, calculated at twice the current Commission prescribed customer deposit rate, on the amount in question (i.e., as of May 24, 2013, for Arizona, Colorado, Idaho, Minnesota, New Mexico, North Dakota, Oregon, Washington, and Wyoming) or, in the absence of a current Commission-prescribed customer deposit rate (i.e., as of May 24, 2013, for Iowa, Montana, Nebraska, South Dakota, and Utah), at the U.S. Treasury rate in place at the beginning of the current calendar year one-year U.S. Treasury rate in place at the beginning of the current calendar year.~~ Should CenturyLink QC demonstrate to the relevant CLEC ~~or to the Independent Monitor~~ that it overpaid, it shall be able to deduct from future payments in any state in which CLEC has opted into a CenturyLink QC PAP any past overpayment, along with

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

interest calculated at the ~~Commission-prescribed customer deposit~~ aforementioned U.S. Treasury rate for the amount in question.

~~4211.5~~ CenturyLink QC may petition the Commission for credits to ~~CPAP~~ payments for the recovery of prior ~~CPAP~~ payments made, which have been determined to be unnecessary and unjustified by the Commission. Any such request shall only seek recovery of payments made within the prior twelve consecutive months from the date of the petition ~~and no request can be made to recover payments made prior to the Commission order approving the Three-Year Review.~~

~~42.6~~ For Unbundled DS1-Capable Loops and EELs-DS1 in MR-8, if a performance result misses the standards and may generate payments which CenturyLink QC believes are unjustified, CenturyLink QC may provide justification that it should not be liable for such payments to the Independent Monitor no later than one month after reporting these results. The Independent Monitor has one month from submission of the justification to issue an order, which may be appealed to the Commission. Once an order on CenturyLink QC's justification is issued by the Independent Monitor or, in the case of an appeal, by the Commission, CenturyLink QC will determine any applicable payment amounts in accordance with Section 12.1.1, and the applicable payment information shall be provided no later than with the payment information report for the next performance data month and any applicable payment(s) shall be made no later than the last business day of the month following the reporting of the payment information.

4312.0 Reporting³

~~4312.1~~ CenturyLink QC will provide the Commission and CLECs opting into the ~~CPAP~~ with a monthly report of CenturyLink QC's performance for the ~~Tier 1A~~ payment eligible PIDs. These reports shall contain any carry-over payment amounts and calculations as well as the current month's information. CenturyLink QC will collect, analyze, and report performance data for these ~~Tier 1A~~ PID measurements. CenturyLink QC will store such data in easy-to-access electronic form for one year after they have been produced and for an additional two years in an archived format. Any failure to follow these requirements shall be treated as a violation of the ~~CPAP~~ integrity requirements discussed in Sections ~~17.5 and 17.8~~ 16.4.

~~4312.2~~ On or before the last business day of each month following the relevant performance or payment period, CenturyLink QC shall post the individual CLEC monthly performance (for payment-eligible and diagnostic PIDs) and payment reports (for payment-eligible PIDs) to a secure part of the ~~CPAP~~ website and the aggregate state performance and payment reports to the public part of the ~~CPAP~~ website. In

³ ~~Except as affected by the PID Reinstatement/Removal Process described in Section 3.3, all provisions in this section apply as stated.~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

addition, CenturyLink QC must officially file with the Commission, ~~one hard copy and~~ one electronic copy in an Excel format, of all CLEC individual monthly reports under seal and ~~one hard copy and~~ one electronic copy in an Excel format of the state aggregate report in the public file. If CLEC requests hard copies of its individual reports, CenturyLink QC should make those hard copies available at no cost to CLEC.

~~4312.3~~ In the case of late reporting, CenturyLink QC shall make a payment to the state general fund or the equivalent (as directed by the Commission) 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 ~~4410.1~~. This payment shall begin on the report due date and continue until the report is actually distributed.

~~4312.4~~ If any inaccurate reporting is revealed by any ~~annual~~ audit, ~~Commission audit or mini-audit~~, CenturyLink QC shall make any payments due to the CLEC as a result of the inaccurate reporting plus an additional payment of ~~5025%~~ of the amount due as a result of the underpayment. ~~Half of the 50% payment shall be paid into the Special Fund, and half shall be paid to the CLEC.~~

~~4312.5~~ In addition to the Section ~~4312.4~~ payment, if as a result of an inaccurate report, any bill over \$25,000 is adjusted upwards by 25% or more, CenturyLink QC shall also incur a late reporting payment as set forth in Section ~~4312.3~~. This payment shall begin on the report due date and shall continue until the day the discrepancy is resolved.

~~4312.6~~ If a discrepancy is revealed solely by CenturyLink QC, and CenturyLink QC self-corrects the discrepancy prior to the monthly payment being due, no additional liability shall be assessed. If CenturyLink QC 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~~U.S. Treasury rate, as set forth in Section 11.4.

~~4312.7~~ If a discrepancy is revealed by a CenturyLink QC-CLEC data reconciliation process or any other inquiry, CenturyLink QC shall pay the additional amount owed as well as interest on any late additional amount at the U.S. Treasury rate, as set forth in Section 11.4 ~~rate of three times the Commission prescribed customer deposit rate.~~

~~4312.8~~ If a CenturyLink QC-CLEC data reconciliation process forces CenturyLink QC to adjust its payment upwards three months in a row, CenturyLink QC must pay the additional amount and an additional penalty to CLEC to Tier 1A as

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

if the discrepancy had been revealed by an audit (see Section ~~14.12~~13.7) for that third month and for each consecutive month that the CLEC reveals additional payments via data reconciliation.

~~13~~12.9 If a CenturyLink QC-CLEC data reconciliation process forces CenturyLink QC to adjust its payment upward five times in a calendar year, CenturyLink QC must pay the additional amount and an additional penalty ~~to Tier 1A~~ to CLEC 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.

1413.0 Audits of Performance Results

1413.1 CenturyLink QC shall carefully document any and all changes that CenturyLink QC makes to the Performance Measurement and Reporting System. A summary of this change log shall be displayed on a public website dedicated to the CPAPs. Details shall be made available in a timely manner upon request. The Performance Measurement and Reporting System is defined to include at least: elements of CenturyLink QC's Regulatory Reporting System that constitute the data collection programs (*i.e.*, the software code used by CenturyLink QC 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. ~~CenturyLink QC shall also record if the change is fundamental or non-fundamental (see Sections 14.2 and 14.3).~~

1413.2 CenturyLink QC shall be allowed to change management processes that improve accuracy or that improve efficiency without sacrificing accuracy of submeasurement results. These changes are at CenturyLink QC's discretion, but also may be subject to other requirements, as applicable, that address change management in the Interconnection Agreement. ~~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 CenturyLink QC being required to pay a \$2,500 fine, plus interest at the Commission prescribed customer deposit U.S. Treasury rate, as set forth in Section 11.4, accrued from the time the change took effect. The payment of this fine shall go to the state general fund or

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~equivalent (as directed by the Commission) Special Fund, as long as that Fund still exists and contains a prior remaining balance, and such payment does not count against the annual cap described in Section 14.10.1. If the Special Fund no longer exists or has no prior remaining balance, the payment of this fine shall be processed in the standard manner used by the Commission for regulatory fines, generally.~~

~~14.3—Before When 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), CenturyLink QC shall record the proposed change to the change log and notify CLECs that have interconnection agreements opting into the PAP. the Auditor retained for the purpose of auditing performance measurements under this CPAP to request an evaluation of the proposed change. The Auditor will evaluate the impact of the proposed change and report, in writing, the results of that evaluation to the Commission and CenturyLink QC. CenturyLink QC shall immediately post the Auditor's report on the public CPAP website. Upon receiving the report of the impact evaluation from the Auditor, the Commission shall have 15 days to take action to prevent CenturyLink QC 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, CenturyLink QC shall be free to make the proposed change.~~

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

~~14.4—[Left Intentionally Blank.]~~

~~14.5~~13.3 As part of the data reconciliation process (see Section 13.4 below), CLEC shall have the right to request access to the raw, excluded data and business rules or other basis relied upon by CenturyLink QC 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 CenturyLink QC's performance results shall be performed annually. The first audit shall begin one year after the effective date of the CPAP, and the second and third annual audits shall begin one year after the completion of the prior year's audit. To the extent that any of the other states in CenturyLink QC's local service region are conducting a PAP audit jointly or through a collaborative process and upon the request of any party, the~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~Commission may choose to conduct any or all of the annual GPAP audit with other states once reply comments from any party have been reviewed and considered. Qwest shall pay for the first three audits or, in the case of a Commission-approved collaborative audit of 2005 performance, Colorado's share of such an audit; thereafter, the audits, or Colorado's share of the Commission-approved collaborative audit(s), shall be paid by the Special Fund. 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 Tier 1A 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 CenturyLink QC over the prior year (to the extent that they are not covered by the Tier 1A audit); and (5) whether CenturyLink QC is exercising a proper duty of care in evaluating which, if any, Tier 1A performance results can be properly excluded from its wholesale performance requirements.~~

~~14.7—A thorough scrutiny of CenturyLink QC'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 CenturyLink QC, 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—Except in the case of a collaborative audit, the Auditor shall be chosen by the Commission, with input from CenturyLink QC, CLECs, and other interested persons. The Auditor shall perform all of the auditing functions as described above. Any interested person may petition the Independent Monitor to disqualify the Auditor based upon gross neglect of duties, incompetence, or a significant conflict of interest. The Auditor shall respond to the petition within a reasonable time. The Independent Monitor shall then be authorized, in its discretion, to open a proceeding to consider the petition for disqualification.~~

~~14.8.1—In the case of a collaborative audit, the selection of the Auditor should follow the process adopted by the collaborative overseeing the audit.~~

~~14.8.2—In addition, nothing precludes the Commission from engaging its own Auditor or engaging the services of the Auditor selected for the collaborative audit to address mandatory audit items or other areas determined by the Commission.~~

14.913.4 CLEC may request a mini-audit of the performance measurement results covering CenturyLink QC's performance to CLEC for any **Tier 1A payment-eligible and diagnostic** submeasurements. However, a CLEC will not be allowed to

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

commence such an audit unless and until (1) CLEC has requested access to the raw data and business rules and attempted to meet with CenturyLink QC to attempt data reconciliation for any discrepancies by presenting its own version of the data calculation and comparing it to CenturyLink QC's to demonstrate the areas in which CenturyLink QC allegedly erred, and (2) CenturyLink QC and CLEC are unable to reach agreement about any alleged discrepancy through the CenturyLink QC-CLEC data reconciliation process. CenturyLink QC must provide the necessary expertise and work in good faith to attempt to answer CLEC concerns. CenturyLink QC's experts must be available for requested meetings to take place within 10 business days of the CLEC request, but CenturyLink QC may attempt to resolve the issue over the phone or via email before holding a face-to-face meeting.

44.1013.5 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.

44.1113.6 The scope of the mini-audit allowed under this ~~C~~PAP is limited to the relevant ~~Tier 1A~~ payment-eligible measures and diagnostic submeasurements that were the subject of and determined to be suspect, through the CenturyLink QC-CLEC data reconciliation process.

44.1213.7 The mini-audit shall be conducted by the a qualified independent Auditor (i.e., an auditor that has experience with multiple, prior performance measurement audits in the telecommunications industry) designated for annual audits, selected by CenturyLink QC and agreed upon by CLEC unless CLEC demonstrates to the Independent Monitor good cause that another entity should perform the mini-audit. CLEC shall pay the Auditor's fees and expenses, and CLEC and CenturyLink QC 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 submeasurements examined by the mini-audit) by CenturyLink QC, CenturyLink QC shall pay the Auditor's fees and expenses. In addition, CenturyLink QC shall resolve the identified problems and shall pay any applicable payments under the late payment provisions. CenturyLink QC 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 CenturyLink QC-CLEC data reconciliation during that time.

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~14.13~~13.8 If CLEC proves to the Independent Monitor Commission via the dispute resolution process that CenturyLink QC did not work in good faith to resolve the issues prior to the initiation of a mini-audit, the Independent Monitor Commission can shift the Auditor's fees and expenses to CenturyLink QC, and the six-month moratorium on mini-audits shall then be waived.

~~14.14~~13.9 [Applicable to Colorado, Iowa, and Wyoming only, to the extent the Special Fund has a sufficient remaining balance] 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 CenturyLink QC's performance reporting, CenturyLink QC shall reimburse the costs of the audit and, where appropriate, shall make applicable payments to CLECs or Special Fund as described above.

~~14.15~~ A CLEC may request of CenturyLink QC at no charge that the Kolmogorov-Smirnov ("K-S") statistical test be applied to its own data and CenturyLink QC's retail data for the CLEC's evaluative purposes. The CLEC and CenturyLink QC will work cooperatively to apply the K-S test to the CLEC's own data and CenturyLink QC's retail data so that the CLEC's data and CenturyLink QC's data is properly protected.

~~15.0~~14.0 **Waiver of Payments**

~~15~~14.1 CenturyLink QC may seek a waiver of the obligation to make payments pursuant to this CPAP by seeking an exception ~~from the Independent Monitor~~ on any of the following grounds:

- (1) *Force majeure*, as defined in SGAT Section 5.7 (as to benchmark standards and ~~Tier 1A parity submeasurements~~), ~~but not as to other parity submeasures) with the adjustment to the retail results for the Tier 1A parity submeasures to continue for all months in which the monthly retail data which resulted in a waiver is used as part of the six-month retail average standard.~~
- (2) A work stoppage (as to benchmark standards and ~~Tier 1A parity submeasurements~~), ~~but not as to other parity submeasures) with the adjustment to the retail results for the Tier 1A parity submeasures to continue for all months in which the monthly retail data which resulted in a waiver is used as part of the six-month retail average standard.~~
- (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.

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~14.14.2~~ Such waiver will be sought by CenturyLink QC by petitioning the Commission and providing notice to all CLECs operating in the state.

14.2.1 Prior to petitioning the Commission for a waiver, CenturyLink QC shall provide notice to all affected CLECs and Commission Staff of its intent to seek such waiver.

14.2.2 Within ten days of such notice, CLEC(s) must respond, if and indicate whether it opposes such waiver request, and if it does oppose, provide a general statement of the basis for such opposition. Within twenty days of such notice, Commission Staff must respond if and indicate whether it opposes such waiver request, and if it does oppose, provide a general statement of the basis for such opposition. If CLEC opposes such request, prior to seeking Commission approval, CenturyLink QC and CLEC will use the dispute resolution process set forth in Section 16.0 as the procedure for resolving the issues.

14.2.3 After receipt of the responses and use of the dispute resolution process, if necessary, under Section 14.2.2, CenturyLink QC may file a petition with the Commission requesting a waiver. CenturyLink QC may indicate in its petition its understanding of the extent of opposition to its request based on the responses provided under Section 14.2.2 and/or the outcome of the dispute resolution process. 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, CenturyLink QC must show the existence of those circumstances by a preponderance of the evidence. For any such action, CenturyLink QC 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.

~~15.2.1 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, CenturyLink QC must show the existence of those circumstances by a preponderance of the evidence. For any such action, CenturyLink QC 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.~~

~~15.2.2 CLEC must respond to any such waiver requests within 10 business days and the Independent Monitor Commission Staff shall have 10 business days after the CLEC response is filed to rule on the provide notice of whether Staff opposes the requested waiver.~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~15.2.3 If CLECs and Commission Staff do not oppose the requested waiver, CenturyLink QC may implement the requested waiver, subject to review by the Commission as specified by the Dispute Resolution Process in Section 17.0.~~

~~15.2.4 If CLECs or Commission Staff object to the waiver requested, and if CenturyLink chooses to pursue the matter with the Commission, the applicable procedures of the Dispute Resolution Process in Section 17.0 will be followed.~~

16.015.0 Limitations

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

16.215.1 CenturyLink QC'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) CenturyLink QC's current, former Tier 1, or former Tier 2 payments as evidence that CenturyLink QC 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. CenturyLink QC's conduct underlying its performance measures, however, is not made inadmissible by this SGAT term. By accepting this performance remedy plan, CLEC agrees that CenturyLink QC'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 CenturyLink QC 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 CenturyLink QC has met, or continues to meet, the requirements of Section 271 of the Act.

16.315.2 This CPAP contains a comprehensive set of performance submeasurements, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the CPAP, CLEC must adopt the CPAP in its entirety, into its interconnection

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

agreement with CenturyLink QC in lieu of other alternative standards or relief, except as stated in Sections ~~16.415.3~~, ~~16.615.4~~, and ~~16.715.5~~.

~~16.3.115.2.1~~ Subsequent changes to the ~~CPAP~~ approved by the Commission will be incorporated into individual interconnection agreements that contain the ~~CPAP~~ as soon as the effective date of the Commission order, and without further Amendment to those Agreements.

~~16.415.3~~ In electing the ~~CPAP~~ in states in which there exist wholesale service quality rules, CLEC shall surrender any rights to remedies under state wholesale service quality rules (in that regard, this ~~CPAP~~ shall constitute an “agreement of the parties” to opt out of those rules, ~~as specified in 4 CCR 723-43-10 of those rules~~) or under any interconnection agreement designed to provide such monetary relief for the same performance issues addressed by the ~~CPAP~~. The ~~CPAP~~ shall not limit either non-contractual legal or non-contractual regulatory remedies that may be available to CLEC.

~~16.5~~ ~~[Left Intentionally Blank.]~~

~~16.615.4~~ ~~Tier 1A p~~Payments to CLECs are in the nature of liquidated damages. Before CLEC shall be able to file an action seeking contract damages that flow from an alleged failure to perform in an area specifically measured and regulated by the ~~CPAP~~, CLEC must first seek permission through the Dispute Resolution Process set forth in Section ~~4716.0~~ to proceed with the action. This permission shall be granted only if CLEC can present a reasonable theory of damages for the non-conforming performance at issue and evidence of real world economic harm that, as applied over the preceding six months, establishes that the actual payments collected for non-conforming performance in the relevant area do not redress the extent of the competitive harm. If CLEC can make this showing, it shall be permitted to proceed with this action. Any damages awarded through this action shall be offset with payments made under this ~~CPAP~~. If the CLEC cannot make this showing, the action shall be barred. To the extent that CLEC's contract action relates to an area of performance not addressed by the ~~CPAP~~, no such procedural requirement shall apply.

~~16.715.5~~ If for any reason CLEC agreeing to this ~~CPAP~~ is awarded compensation for the same harm for which it received payments under the ~~CPAP~~, the court or other adjudicatory body hearing such claim may offset the damages resulting from such claim against payments made for the same harm. Only that relevant finder of fact, and not CenturyLink QC in its discretion, can judge what amount, if any, of ~~CPAP~~ payments should be offset from any judgment for a CLEC in a related action.

~~16.8~~ ~~[Left Intentionally Blank.]~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~16.915.6~~ The Commission shall have the right to modify this plan in accordance with Section ~~1817.0~~.

17.016.0 Dispute Resolution Process

~~1716.1~~ The dispute resolution process specified in this ~~GPAP~~ does not replace or in any way limit, among other things, the processes for resolving interconnection disputes not within the ambit of the ~~GPAP~~.

~~1716.2~~ The Commission may decide issues arising from for-cause audits and root-cause analyses. The Commission shall appoint an Independent Monitor to resolve disputes identified in Section 17.5. The salary and expenses of the Independent Monitor shall be paid by the Special Fund. If at any time, the Special Fund does not contain sufficient funds to pay for the Independent Monitor, CenturyLink QC shall advance the funds until the Special Fund contains the necessary funds to cover these expenses.

16.2.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

16.2.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence an action which will be brought to the Commission.

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

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~Independent Monitor. The Commission shall rule on the petition within two months, including any hearing that it may hold to resolve disputed facts.~~

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

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

~~17.6~~16.3 The dispute resolution process envisioned by the ~~C~~PAP provides a means of resolving issues raised by the ~~C~~PAP 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 ~~C~~PAP.

~~17.7—The Independent Monitor shall employ a slightly modified version of the Commission's expedited dispute resolution procedure set forth in 4 CCR 723-1-61(k),~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~but if the designated Independent Monitor so chooses, it shall be able to submit any desired material procedural changes to the Commission, which shall solicit comments from all interested persons before making a decision whether to adopt the procedural change. The procedural changes may be limited to a particular dispute or may apply to all future disputes as deemed appropriate by the Commission.~~

~~17.8~~ 16.4 The CPAP's dispute resolution process shall not be resorted to unless and until the problem is raised at the Vice President – Vice President level at least two weeks before a dispute is submitted to the ~~Independent Monitor~~Commission. As part of its request for dispute resolution, the party making the request ("complainant") must provide a statement including specific facts that the complainant engaged (or attempted to engage) in good faith negotiations to resolve the disagreement, and that, despite these good faith efforts, the parties failed to resolve the issue.

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

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

~~17.11~~16.5 In all actions before the ~~Independent Monitor~~Commission, the losing party shall pay all relevant attorney's fees and costs – including monies spent to prove that the problem exists – as determined by the ~~Independent Monitor~~Commission.

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

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

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

18.017.0 Effective Date, Change Provisions, Reviews and Termination

~~18.1.1 The effective date of the current CPAP is July 1, 2013, the date on which the Commission adopts its decision in an order approving it, or the effective date of CLEC opting into the PAP in its ICA, whichever date is later Qwest obtains § 271 approval from the FCC for Colorado. Dates for reviews of the CPAP are calculated from this effective date.~~

~~18.2—Reviews of the CPAP occur annually consistent with the Commission’s order in the Three-Year Review. Under the annual CPAP review process, a Commission staff person shall submit a report to the Commission at the eleven-month mark to recommend a series of changes, if any, to the CPAP, noting which of those were agreed to by all parties and which were contested.~~

~~18.3—In order to prepare this annual review report, the relevant Commission staff person (along with any technical advisor the Commission may choose to retain and pay from the Special Fund) shall request feedback on possible changes and shall meet with parties (individually or together) and the Independent Monitor beginning no later than 270 days into the relevant cycle.~~

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

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

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

EXHIBIT K – Redesigned PAP **COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN**

~~changes should be embodied in an amended SGAT that CenturyLink QC will file in order to effectuate these changes.~~

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

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

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

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

~~18.8 CenturyLink QC shall calculate separately, payments owed under the CPAP that do not include changes made at the annual review ("baseline CPAP") and payments owed under a CPAP revised to reflect changes made at the annual review ("revised CPAP"). If payments calculated under the revised CPAP are more than 110% of payments calculated under the baseline CPAP, CenturyLink QC shall limit payments to the affected CLECs and to the Special Fund to a 10% increase ("10%~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~collar”) above the total baseline GPAP payment liability. Any CLEC affected by this limitation of payments shall be eligible for payments above the 10% collar from the Special Fund. If the Special Fund does not contain sufficient funds to provide such payments to CLECs, CenturyLink QC shall make up the difference. Any funds that CenturyLink QC provides to make up the difference will be offset against CenturyLink QC’s future Special Fund liabilities. At any annual review, if the total payment liability for the revised GPAP is below 110% of the total payment liability for the baseline GPAP for the preceding annual period, the revised GPAP shall become the baseline GPAP for the next annual period, otherwise, the same baseline GPAP shall remain in effect for the next annual period.~~

~~48.917.2 If CenturyLink QC or CLEC wishes to modify a PID or a GPAP provision, the change must be approved by the Commission. Prior to seeking Commission approval, CenturyLink QC and CLEC will use the dispute resolution process set forth in Section 16.0 as the procedure for resolving the issues. Prior to seeking Commission approval, CenturyLink QC and CLEC will use the dispute resolution process set forth in Section 17.0 as the procedure for resolving the issues. Either CenturyLink or CLEC may submit its proposed modification(s) to the Commission for approval. The Commission will establish a process for providing notice and considering such request, including timelines for interested parties or Staff to oppose the request. If the request is unopposed, the Commission may grant such request without a hearing or further notice.~~

~~17.2.1 Any party may submit a root cause analysis to the Commission requesting removal, change, or addition of a PID or submeasurement from the GPAP. Prior to making such request to the Commission, the party shall provide notice to all affected parties and Commission Staff of its intent to make such request. If the requested removal is contested, CenturyLink QC and CLEC will pursue the dispute resolution procedures of Section 17.0 before seeking a Commission decision on the matter.~~

~~17.2.2 If CenturyLink QC or CLEC wishes to submit a root cause analysis to the Commission requesting removal, change, or addition of a PID or submeasurement from the GPAP, the removal, change, or addition must be approved by the Commission. The root cause analysis shall address, at a minimum, whether there is evidence of no harm, the same harm as covered by other PID submeasurements, non-CenturyLink QC related causes, or other factors which directly relate to the harm or circumstances specific to the PID or submeasurement being analyzed. The Commission will establish a process for providing notice and considering such request, including timelines for interested parties or Staff to oppose the request. If the request is unopposed, the Commission may grant such request without a hearing or further notice.~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

~~18.9—If CenturyLink QC or CLEC wishes to modify a PID or a GPAP provision, outside of the annual review process and before the Six-Year Review set forth in the CPAP and if that modification is contested, the change must be approved by the Independent Monitor and then also approved by the Commission. Prior to seeking Commission approval, CenturyLink QC and CLEC will use the dispute resolution process set forth in Section 17.0 as the procedure for resolving the issues. If the modification is uncontested, then only approval by filing of the change for review by the Commission is necessary. If after 30 days the Commission has not suspended and set the proposed change for hearing, the change will be deemed approved and may be implemented by CenturyLink QC.~~

~~18.9.1—Any party may submit a root cause analysis to the Independent Monitor/Commission requesting removal of a PID or submeasurement from the CPAP or requesting exemption of a PID or submeasure from the application of the trigger mechanism for reinstatement or subsequent removal. In the analysis and recommendations concerning tThe root cause analysis, the Independent Monitor is to consider/shall address, at a minimum, whether there root cause analysis provides/sis evidence of no harm, the same harm as covered by other PID submeasurements, non-CenturyLink QC related causes, or other factors which directly relate to the harm or circumstances specific to the PID or submeasurement being analyzed. CenturyLink QC assure that notice of the request is provided to CLECs having opted into GPAP at the time the request is submitted. If the requested removal is uncontested, and if after 30 days the Commission does not otherwise set the matter for hearing, the removal will be considered approved. If the requested removal is contested, CenturyLink QC and CLEC will pursue the dispute resolution procedures of Section 17.0 before seeking a Commission decision on the matter.~~

~~17.3 If any agreements on adding, modifying or deleting performance measurements or GPAP provisions are reached between CenturyLink QC and CLECs, or if the Commission approves changes to the GPAP after notice and hearing, those additions, deletions, or modifications shall be incorporated into the CPAP and modify the agreement between CLECs and CenturyLink QC at any time those agreements are approved by/submitted to the Commission.~~

~~17.4 Neither CenturyLink QC nor any CenturyLink affiliate or successor will not initiate or support any action or proceeding before April 1, 2016 that seeks to eliminate any GPAP in any CenturyLink QC former RBOC state.~~

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

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

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

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

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

EXHIBIT K – Redesigned PAP
COLORADO-CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

19.018.0 Voluntary Performance Assurance Plan

1919.1 This ~~C~~PAP represents CenturyLink QC's voluntary offer to provide performance assurance.

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

APPENDIX A

(This Appendix A is effective in the PAP from July 1, 2013 through December 31, 2013, and operates in place of Section 6.0 in the body of the PAP during that period.)

A-6.0 Tier 1A Parity Calculations

~~A-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, t~~The average performance CenturyLink QC 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 A-2. This table captures the variability of the data and seeks to minimize the impact of smaller sample sizes on the ultimate calculation.

TABLE A-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

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

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	0.34
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	0.14
1501-2000	1	0.5	10	25	0.5	0.5	0.5	0.05
2000+	0	0	0	0	0	0 ⁴	0	0

Measure Type Modification	% Subtract	% Subtract	Mins Add	Mins Add	% Add	% Add	% Subtract	% Add
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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 Modification	% Subtract	Days Add	% Subtract	Mins Add	% Add	% Subtract
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¹ Except Analog and 2-wire non-loaded 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 For ADSL-Compatible Loops with 2000+ volume, the variance factor is 0.5.

⁴ ~~On NI-1, the variance table only applies in instances where the parity comparison applies — i.e., CenturyLink QC's~~

~~blocking rates exceed 1%, as the appropriate comparison for that measurements is the retail analog or a 1% standard, whichever is higher.~~

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

A-6.3 For all payment-eligible Tier 1A parity performance submeasurements with sample sizes less than or equal to 30, CenturyLink QC shall calculate and report

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

payments based upon both the Table A-2 variance factors and the permutation test or the exact proportions test as set out in Section 4.53. CLEC shall receive the higher of the payment based upon variance factors or the payment based upon permutation testing.

A-6.3 CenturyLink QC's performance to a CLEC for a payment-eligibleTier-1A submeasurement will be considered conforming in a month when the CLEC performance result is better than or equal to the CenturyLink QC standard performance result as defined in Sections A-6.1 of this Appendix and 3.2.33-1-2.

For any Tier-1Apayment-eligible submeasurement where variance factors have not been developed or where there are insufficient data to develop such factors, the relevant measures shall rely on the statistical methodology set forth in Sections 4.0 and 5.0 of this Plan, to determine performance results.

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

APPENDIX A

~~———— This appendix provides the submeasures that are in the CPAP and either (1) subject to the CPAP payment mechanisms or (2) not subject to the CPAP payment mechanisms but subject to the Reinstatement/Removal Process set forth in Section 3.3. 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) and as subsequently modified in accordance with the orders issued by the Commission. For Tier 1A submeasures, the average performance CenturyLink QC gives a GLEC 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, subloops, conditioned loops 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. (See note 1 below)~~

TIER 1A

INTERCONNECTION

Trunk Blocking

NI-1A	LIS Trunks to CenturyLink QC Tandem Offices (Percent)
NI-1B	LIS Trunks to CenturyLink QC End Offices (Percent)

Provisioning

For LIS Trunks:

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

Note 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.~~

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

Maintenance and Repair

For LIS-Trunks:

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

SWITCHING CUSTOMERS

For Unbundled Loops:

<u>OP-13A</u>	<u>Analog</u>	<u>Coordinated Cuts on Time (Percent)</u>
<u>OP-13A</u>	<u>All Other</u>	<u>Coordinated Cuts on Time (Percent)</u>
<u>OP-7</u>		<u>Coordinated Hot Cut Interval (Percent)</u>
<u>OP-8B</u>		<u>Number Portability Timeliness (Hours:Minutes)</u>
<u>OP-8C</u>		<u>Number Portability Timeliness (Hours:Minutes)</u>
<u>NP-1A</u>		<u>NXX Code Activation (Percent)</u>
<u>OP-17A</u>		<u>Timeliness of Disconnects associated with LNP Orders (Percent)</u>
<u>MR-11A</u>		<u>LNP Trouble Reports Cleared within Specified Timeframes (4 Hours) (Percent)</u>
<u>MR-11B</u>		<u>LNP Trouble Reports Cleared within Specified Timeframes (48 Hours) (Percent)</u>

COLLOCATION

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

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

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

ACCESS TO LOCAL LOOPS

Pre-Order

For Unbundled Loops:

PO-5A (b)	Fully Electronic LSRs	FOCs On Time (Percent)
PO-5B (b)	Electronic/Manual LSRs	FOCs On Time (Percent)
PO-5C (b)	Fax Manual LSRs	FOCs On Time (Percent)
PO-9B		Timely Jeopardy Notices (Percent)

For Enhanced Extended Loops (DS1 Level):

PO-5B (b)	Electronic/Manual LSRs	FOCs On Time (Percent)
PO-5C (b)	Fax Manual LSRs	FOCs On Time (Percent)

Provisioning

For Unbundled Analog Loops:

OP-3D	designed	Installation Commitments Met (Percent)
OP-3E	designed	Installation Commitments Met (Percent)
OP-4D	designed	Installation Interval (Average Days)
OP-6A-4	designed	Delayed Days (Average Days)
OP-6B-4	designed	Delayed Days (Average Days)
OP-4E	designed	Installation Interval (Average Days)
OP-6A-5	designed	Delayed Days (Average Days)
OP-6B-5	designed	Delayed Days (Average Days)
OP-5A		New Service without Trouble Reports (Percent)
OP-5B		New Service Provisioning Quality (Percent)

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

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

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

OP-3D	Installation Commitments Met (Percent)
OP-3E	Installation Commitments Met (Percent)
OP-4D	Installation Interval (Average Days)
OP-6A-4	Delayed Days (Average Days)
OP-6B-4	Delayed Days (Average Days)

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

OP-4E	Installation Interval (Average Days)
OP-6A-5	Delayed Days (Average Days)
OP-6B-5	Delayed Days (Average Days)
OP-5A	New Service without Trouble Reports (Percent)
OP-5B	New Service Provisioning Quality (Percent)

~~For Unbundled DS1-Capable Loops:^{Note-2:}~~

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

~~For Unbundled xDSL-I Capable Loops:~~

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

~~For Unbundled ISDN-Capable Loops:~~

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

~~Note 2. For Unbundled DS1-Capable Loops and EELs-DS1, payment treatment for OP-5A, MR-7 and MR-8 shall be made in accordance with Section 12.1.1.~~

~~For Unbundled Loops of DS3 and Higher:~~

OP-3D	Installation Commitments Met (Percent)
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EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

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

For Sub-Loop Unbundling:

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

~~Sub-loops — because sub-loops track loops in all other respects (e.g., have three different intervals in CenturyLink QC'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 CenturyLink QC, 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.~~

For Line Splitting:

OP-3A	Installation Commitments Met (Percent)
OP-3B	Installation Commitments Met (Percent)
OP-3C	Installation Commitments Met (Percent)
OP-4A	Installation Interval (Average Days)
OP-5A	New Service Quality (Percent)
OP-6A-1	Delayed Days (Average Days)
OP-6B-1	Delayed Days (Average Days)

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

OP-4B	Installation Interval (Average Days)
OP-6A-2	Delayed Days (Average Days)
OP-6B-2	Delayed Days (Average Days)
OP-4C	Installation Interval (Average Days)
OP-6A-3	Delayed Days (Average Days)
OP-6B-3	Delayed Days (Average Days)
OP-5B	New Service Provisioning Quality (Percent)

~~The interval for line splitting is 3 days. Thus, OP-3 shall be that 95% of such loops shall be installed within 3 days. As for OP-4, the relevant installation interval shall be set at 3.3 days.~~

~~For Enhanced Extended Loops (DS0 Level):~~

OP-5B	New Service Provisioning Quality (Percent)
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~~For Enhanced Extended Loops (DS1 Level):~~^{Note 2:}

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

~~For Enhanced Extended Loops (DS3 Level):~~

OP-5B	New Service Provisioning Quality (Percent)
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~~For OP-3 D & E the standard shall be 90%. For OP-4 D & E the standard shall be 6 days. For OP-5A and OP-6A-4 & 5, the standard shall be parity with retail DS1 Private Line. For OP-5B the standard shall be 96.5%.~~

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)

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

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:^{Note 2:}

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 xDSL-I 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 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 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)

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE
PLAN

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 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 Enhanced Extended Loops (DS1 Level):^{Note 2.}

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)

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

APPENDIX B

CPAP Performance Indicator Definitions (PIDs)

The definitions and business rules for the sub-measurements or measurements identified in Appendix A of the CPAP 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 CPAP.

Measurement	CPAP-unique Dimensions or Modifications to SGAT Exhibit B PIDs (“CO 271 PID”)			
	Unit of Measure	Formula	Standard ¹	Additional Notes
PO-5A & -5B – Firm Order Confirmations On-Time		Stabilization Period: For each of these new measures/sub-measures that include XML results there will be a 3-month measurement stabilization period. During this period, no payment applies if the payment is determined to have been caused by the development to include XML into the PID results and not due to an actual performance miss. In order to determine the cause of payments during the stabilization period, if any payments are identified, the payment's due date will be extended for 30 days to provide Qwest the opportunity to perform root cause analysis and make the results readily available to the impacted parties. Until performance reporting includes XML results, the prior measures/sub-measures included in the PAP will apply. Further, should either the IMA-GUI or IMA-XML interfaces be replaced in the future, results from the replacement interfaces will be automatically incorporated into these measures and be included in the PAP (with a stabilization period) coincident with CLEC migration to the new interfaces subject to changes to the impacted measures including but not limited to modification due to operational differences with the replacement interfaces.		
OP-3 – Installation Commitments Met	(Same as PID)	(Same as in PID)	Sub-loop: 90% Loops w/ Cond.: 90%	With the six-year elimination of non-Tier 1A measurements and payments, CPAP applies only to the products listed in App. A under Tier 1A.
OP-4 – Installation Interval	(Same as PID)	(Same as in PID)	Sub-loop: 6 days	With the six-year elimination of non-Tier 1A measurements and payments, CPAP applies only to the products listed in App. A under Tier 1A.
OP-5A – New Service Quality	(Same as PID)	(Same as in PID)	(Same as in PID)	With the six-year elimination of non-Tier 1A measurements and payments, CPAP applies only to the products listed in App. A under Tier 1A.

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

Measurement	CPAP-unique Dimensions or Modifications to SGAT Exhibit B PIDs (“CO 271 PID”)			
	Unit of Measure	Formula	Standard¹	Additional Notes
OP-5B – New Service Provisioning Quality	(Same as PID)	(Same as in PID)	Same as in PID except: Low volume treatment for OP-5B will apply if both (1) the CLEC volume of orders is less than or equal to 29 (the denominator of OP-5T) and (2) the number of orders with trouble in OP-5A is no more than one. When these two conditions are met, a standard of no more than one order with new service trouble applies.	With the six-year elimination of non-Tier 1A measurements and payments, CPAP applies only to the products listed in App. A under Tier 1A.
OP-6 – Delayed Days	(Same as PID)	(Same as in PID)	Same as in PID for products listed in CPAP App. A; [presently diagnostic for Sub-loop]	With the six-year elimination of non-Tier 1A measurements and payments, CPAP applies only to the products listed in App. A under Tier 1A.
OP-7 – Coordinated “Hot Cut” Interval – Unbundled Loop	(Same as PID)	(Same as in PID)	One hour	
OP-8B and 8C – Number Portability Timeliness	(Same as PID)	(Same as PID)	(Same as PID)	“CLEC-caused delays in trigger setting” is not an Exclusion
OP-17A – Timeliness of Disconnects associated with LNP Orders	(Same as PID)	(Same as PID)	(Same as PID)	A CLEC request for delay of disconnection is considered “untimely” if received by CenturyLink QC on or after 8:00 P.M. MT on the current due date of the LNP order recorded by CenturyLink QC and before noon on the day after the current due date
MR-3 – Out of Service Cleared ≤ 24 hours	(Same as PID)	(Same as in PID)	Sub-loop: Parity with ISDN-BRI	With the six-year elimination of non-Tier 1A measurements and payments, CPAP applies only to the products listed in App. A under Tier 1A.
MR-5 – All Troubles	(Same as PID)	(Same as PID)	(Same as PID)	With the six-year elimination

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

Measurement	CPAP-unique Dimensions or Modifications to SGAT Exhibit B PIDs (“CO 271 PID”)			
	Unit of Measure	Formula	Standard ¹	Additional Notes
Cleared within 4 Hours	PID)			of non-Tier 1A measurements and payments, CPAP applies only to the products listed in App. A under Tier 1A.
MR-6—Mean Time to Restore	(Same as PID)	(Same as in PID)	Sub-loop: Parity with ISDN-BRI	With the six-year elimination of non-Tier 1A measurements and payments, CPAP applies only to the products listed in App. A under Tier 1A.
MR-7—Repair Repeat Report Rate	(Same as PID)	(Same as in PID)	Sub-loop: Parity with ISDN-BRI	With the six-year elimination of non-Tier 1A measurements and payments, CPAP applies only to the products listed in App. A under Tier 1A.
MR-8—Trouble Rate	(Same as PID)	(Same as in PID)	Sub-loop: Parity with ISDN-BRI Unbundled DS1-Capable Loops, EELs-DS1: 1) $\leq 3\%$ for 3-month rolling average CLEC-aggregate result or 2) If $> 3\%$ for 3-month rolling average CLEC-aggregate result: a) $\leq 1\%$ for difference between the 3-month rolling average of the CLEC-aggregate result and the 3-month rolling average of the Retail result or	Unbundled Loops: First case of trouble on a circuit installed without cooperative testing (i.e., blindly-accepted circuits) and installed within the last four months is an Exclusion. With the six-year elimination of non-Tier 1A measurements and payments, CPAP applies only to the products listed in App. A under Tier 1A.

EXHIBIT K – Redesigned PAP
COLORADO CENTURYLINK QC's PERFORMANCE ASSURANCE PLAN

Measurement	CPAP-unique Dimensions or Modifications to SGAT Exhibit B PIDs (“CO 271 PID”)			
	Unit of Measure	Formula	Standard ¹	Additional Notes
			b) Parity with retail DS1 Private Line for reporting month's CLEC aggregate result	
MR-11A and -11B – LNP Trouble Reports Cleared within Specified Timeframes	(Same as PID)	(Same as PID except)	(Same as PID)	A request for delay of disconnection is considered untimely if received by CenturyLink QC on or after 8:00 p.m. MT on the due date and before noon on the day after the due date
CP-1 – Collocation Completion Interval (CPAP – 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 CenturyLink QC receives CLEC request for Feasibility Study)	Zero days late	

¹—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, 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 CPAP parity standard for Tier 1A parity measurements. (Section 6.1)
C. For measurements for which the standard is a benchmark and for non-interval measurements for which the standard is parity, “CenturyLink QC shall be allowed to miss one occurrence before being subject to any payments for non-conforming performance.” (Section 3.1.2)
D. For Tier 1A measurements, with parity standards, for which variance factors (as in Table 2) have not been developed or for which there are insufficient data to develop variance factors, Section 5.0 defines critical Z values that apply for determining parity.² An enhanced extended link (EEL) consists of a combination of an unbundled loop and dedicated transport, with or without multiplexing/concentrating equipment.