

## **ATTACHMENT 22: DA-FACILITIES BASED SBC MISSOURI -PROVIDED DIRECTORY ASSISTANCE**

This Attachment 22: DA-Facilities Based sets forth the terms and conditions under which SBC MISSOURI agrees to provide Directory Assistance (DA) for CLEC as a facilities based switch provider.

- 1.0 SBC MISSOURI will provide the following DA Services:
  - 1.1 Local DA consists of providing subscriber listing information (name, address, and published or non-list telephone number or an indication of non-published status) to CLEC's customers who call DA according to current SBC MISSOURI methods and practices or as subsequently modified, for the home NPA and/or local/intraLATA serving area, where available.
  - 1.2 Directory Assistance Call Completion (DACC) service consists of SBC MISSOURI completing a call to the requested number on behalf of CLEC's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call. SBC MISSOURI will provide DACC to CLEC's customers for local, intrastate IntraLATA and, if available, interstate IntraLATA calls.
    - 1.2.1 SBC MISSOURI agrees to provide DACC only in areas where CLEC can furnish Automatic Number Identification (ANI) from CLEC's customers to SBC MISSOURI's switch and where CLEC obtains DA service from SBC MISSOURI.
    - 1.2.2 Subsequent to the DA query and release of the DA call to SBC MISSOURI's IVS, SBC MISSOURI will deliver the DACC call with the required signaling and data to CLEC to complete the call.
    - 1.2.3 CLEC commits that SBC MISSOURI's provision of DACC does not interfere with any contractual arrangement that CLEC has with another operator services provider. CLEC agrees to indemnify SBC MISSOURI from any and all causes of action which may be brought by an alternate operator services provider based on allegations that SBC MISSOURI has interfered with any such contractual arrangement solely by virtue of SBC MISSOURI's provision of DACC to CLEC under this Attachment.
  - 1.3 National Directory Assistance (NDA). A service whereby callers may request directory assistance information (name, address, telephone numbers) outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
  - 1.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number.
  - 1.5 Business Category Search (BCS). A service in which the end user may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.
  - 1.6 Emergency Nonpublished Number Request. A service in which, in the event of an emergency request by a calling party, a Directory Assistance Operator will attempt to reach a nonpublished end user with the calling party's name and number, and a short message about the nature of the emergency, without releasing the nonpublished end user's telephone number to the calling party. SBC MISSOURI will attempt to contact the non-published party within 15 minutes. If no contact is made, (i.e. no answer and if no message can be left), the SBC MISSOURI operator will try to make contact within the next 12 hours. If a voice mail or answering system is reached, SBC MISSOURI will leave the contact information.

**2.0 DEFINITIONS** - The following terms are defined as set forth below:

- 2.1 Non-List Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SBC MISSOURI DA Operator.
- 2.2 Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SBC MISSOURI DA Operator.
- 2.3 Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SBC MISSOURI DA Operator.
- 2.4 IntraLATA Home NPA (HNPA) - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.5 IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate IntraLATA or intrastate IntraLATA DA calls.

**3.0 CALL BRANDING AND QUOTATION OF CLEC DA RATE INFORMATION**

- 3.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. In all cases the rates quoted to the customer and those applied to the call will be CLEC's. SBC MISSOURI will offer Call Branding of DA in the name of CLEC.
- 3.1.1 CLEC will provide SBC MISSOURI with the specific branding phrase to be used to identify CLEC or indicate a silent brand at the CLECs request. The standard phrase will be consistent with the general form and content currently used by CLEC in branding its services. An initial non-recurring charge will apply for loading CLEC's branding information as well as a charge for each subsequent change to CLEC's branding information as provided in appendix Pricing Schedule.
- 3.2 SBC MISSOURI Directory Assistance operators will provide Directory Assistance Rate Information upon request to CLEC's end users as required by Section 226(b)(1)(C) of the Act. Rate/Reference information will be provided under the following terms and conditions:
- 3.3 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the date when such services are to be provided per mutual agreement between the parties.
- 3.4 CLEC will inform SBC MISSOURI, in writing, of any changes to be made to such Rate and Reference Information ten (10) working days prior to the effective rate change date. CLEC acknowledges that it is responsible to provide SBC MISSOURI updated Rate information in advance of when the Rates are to become effective.
- 3.5 In all cases when SBC MISSOURI receives a rate request from a CLEC end user, SBC MISSOURI will quote the Directory Assistance rates provided by CLEC.
- 3.6 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Rate information as well as a charge for each subsequent change to CLEC's Directory Assistance Reference information.
- 3.7 SBC MISSOURI will brand Directory Assistance in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement.

- 3.8 Branding/Silent Announcement load charges are assessed per loaded recording, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are Nonrecurring and are found in Pricing Schedule.
- 3.9 Rate/Reference load charges are assessed per loaded set of rates/references, per switch. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded into each switch, each loading incurring the Rate/Reference charge). These charges are Nonrecurring and are found in Pricing Schedule.
- 3.10 CLEC shall designate which TOPS (Traffic Operator Position System) switches it wants loaded with Branding/Silent Announcement and Rate/References. (For point of reference, a single SBC MISSOURI TOPS switch usually covers an entire LATA. For more information, see CLEC online or consult your Account Manager.)

#### **4.0 RESPONSIBILITIES OF SBC MISSOURI**

- 4.1 SBC MISSOURI will perform DA Service for CLEC in those exchanges where CLEC elects to purchase such services from SBC MISSOURI.
- 4.2 SBC MISSOURI will provide and maintain its own equipment to furnish DA Services.
- 4.3 SBC MISSOURI will provide DA Service to CLEC customers using current and updated DA records and in accordance with SBC MISSOURI's current methods, practices, and procedures or as subsequently modified. Such DA Service shall be equivalent to that provided to SBC MISSOURI's customers, as documented in SBC MISSOURI's tariffs, including permitting multiple end user queries per directory assistance call.
- 4.4 SBC MISSOURI will provide IntraLATA HNPA DA Service and intrastate IntraLATA FNPA DA Service to Customers who dial 1+411 or 1+NPA+555+1212.
- 4.5 SBC MISSOURI will include current CLEC customer listing information in SBC MISSOURI's DA database.

#### **5.0 RESPONSIBILITIES OF BOTH PARTIES**

- 5.1 The Party(ies) that provide the circuits between CLEC and SBC MISSOURI offices will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

#### **6.0 RESPONSIBILITIES OF CLEC**

- 6.1 CLEC will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SBC MISSOURI serving office and also such equipment as may be necessary to record call volumes from the CLEC serving office, in a mutually agreed upon format and media.
- 6.2 CLEC will furnish to SBC MISSOURI, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information required by SBC MISSOURI to provide the service.
- 6.3 CLEC will update end user directory assistance listing information using reporting forms and procedures that are mutually acceptable to both Parties. CLEC will send the DA records to SBC MISSOURI via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

6.4 Where CLEC chooses not to customize route the DA calls, CLEC agrees that SBC MISSOURI will be the sole provider of DA for one year from the effective date that SBC MISSOURI begins providing DA for CLEC in that office. At the expiration of the term of the Interconnection Agreement to which this Attachment is attached, or twelve months, whichever occurs later, either Party may terminate this Attachment upon one hundred-twenty (120) calendar days written notice to the other Party. As of the effective date of this Agreement, if CLEC has already fulfilled its requirement to subscribe to SBC MISSOURI's DA services for a twelve month period, or anytime after CLEC has met the twelve month period, CLEC may terminate use of SBC MISSOURI DA services upon one hundred twenty (120) days advance written notice to SBC MISSOURI.

## **7.0 PRICING**

7.1 The charges for Directory Assistance are outlined in the Appendix Pricing Schedule.

## **8.0 MONTHLY BILLING**

8.1 Billing, non-payment, disconnection, and dispute resolution will be governed by the General Terms and Conditions of this Agreement.

## **9.0 LIABILITY**

9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.