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#### 1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for 911 and E911 Service provided by SBC MISSOURI to MCIm.

#### 2. **DEFINITIONS**

- 2.1 "911 or E911 Service Provider" means the entity that provides one or more of the following 911 elements; network, database or CPE.
- 2.2 "Automatic Location Identification" or "ALI" means the automatic display at the Public Safety Answering Point or "PSAP" of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.3 "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.
- 2.4 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by the National Emergency Number Association or "NENA" in a nationally accessible database.
- 2.5 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 and E911 systems.
- 2.6 "911 or E911 Customer" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services, through the use of one telephone number -- 911.
- 2.7 "911 Gateway" A secure information management system that provides MCIm or its third party representative the ability to send and receive 911 data files through peer-to-peer connectivity. The gateway acts as the interface between a MCIm's Data Management System and SBC's E911 Database Management system.
- 2.8 "911 or E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") or "911 or E911 Service" means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing the number 911. 911 and E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.9 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.10 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area.

- The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.11 "Master Street Address Guide" or "MSAG" contains street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 and E911calls.
- 2.12 "National Emergency Number Association" or "NENA" is a not-for-profit corporation established in 1982 to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 and E911 systems.
- 2.13 "Public Safety Answering Point" or "PSAP" means an answering location for 911 and E911calls originating in a given area. The 911 or E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.14 "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

#### 3. BASIC 911 AND E911 GENERAL REQUIREMENTS

- 3.1 When SBC MISSOURI is the 911 or E911 Service Provider, SBC MISSOURI shall provide MCIm with access to and service for 911 and E911.
- 3.2 911 and E911 provides a caller who dials a 3-digit universal telephone number (911) access to the appropriate Public Safety Answering Point (PSAP).
- 3.3 E911 provides additional routing flexibility for 911 calls. E911 uses Customer data derived from the ALI/DMS to determine to which PSAP to route the call. SBC MISSOURI shall provide ALI interface information and access to the DMS sufficient to allow MCIm to provide services to its own End Users equivalent to the ALI services provided by SBC MISSOURI for its End Users.
- 3.4 911 and E911 database service provided to MCIm will be at Parity with the 911 and E911 service that SBC MISSOURI provides to itself and others.
- 3.5 Upon written request, SBC MISSOURI shall provide to MCIm, within thirty (30) days, a description of the geographic area (or Rate Center) and PSAPs served by a 911 or E911 SR based upon the principles expressed in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.6 SBC MISSOURI and MCIm shall comply with all Applicable Laws concerning 911 and E911 services.
- 3.7 SBC MISSOURI shall provide and maintain such equipment at the SR and the DBMS as is necessary to perform the 911 and E911 services set forth herein when SBC MISSOURI is the 911 or E911 Service provider. SBC MISSOURI shall provide 911 or E911 Service to MCIm as

described this section in a particular Rate Center in which MCIm is authorized to provide local telephone exchange service and SBC MISSOURI is the 911 or E911 Service Provider.

- 3.8 Intentionally Omitted.
- 3.9 Intentionally Omitted.
- 3.10 SBC MISSOURI will forward the ANI it receives from MCIm and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by MCIm, SBC MISSOURI will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by MCIm, but no ALI record is found in the DBMS, SBC MISSOURI will report this "No Record Found" condition to MCIm in accordance with NENA standards.

#### 3.11 Call Routing

- 3.11.1 Where SBC MISSOURI is the 911 or E911 Service Provider, MCIm will transport 911 and/or E911 calls from each MCIm point of interconnection (POI) to the SBC MISSOURI 911 Tandem or SR.
- 3.11.2 SBC MISSOURI will switch 911 and E911 calls through the 911 Tandem or SR to the designated primary PSAP or to the designated alternate locations, according to routing criteria specified by the PSAP.
- 3.11.3 SBC MISSOURI will forward MCIm customer information for 911 and E911 calls to the PSAP upon a PSAP ALI query.

## 4. BASIC 911 AND E911 ADDITIONAL REQUIREMENTS

- 4.1 Where SBC MISSOURI is the 911 or E911 Service Provider, SBC MISSOURI shall cooperate with MCIm to ensure that 911/E911 Service is fully available to all MCIm End User Customers whose telephone numbers have been ported from SBC MISSOURI. SBC MISSOURI shall provide the necessary functionality for MCIm to update the 911/E911 database with customer information for lines that have been ported.
- 4.2 SBC MISSOURI shall notify MCIm 48 hours in advance of any scheduled testing or maintenance affecting MCIm 911 or E911 Service. SBC MISSOURI shall provide notification as soon as possible of any unscheduled outage affecting MCIm 911/E911 Service. SBC MISSOURI shall notify MCIm of major network changes impacting MCIm as soon as SBC MISSOURI is aware of such changes.
- 4.3 SBC MISSOURI shall provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the 911/E911 Service and shall also provide escalation contacts.
- 4.4 SBC MISSOURI shall provide to MCIm sufficient planning information regarding anticipated moves to SS7 signaling at a minimum of ninety (90) days before each such anticipated move to SS7 signaling.
- 4.5 Where SBC MISSOURI manages the 911/E911 database, SBC MISSOURI shall provide MCIm with notification of any pending SR moves at least thirty (30) days in advance of the start date of the project or ninety (90) days from the projected cut-over date of the new SR.

- 4.6 SBC MISSOURI shall establish within ten (10) days of the Effective Date any special operator-assisted calling requirements needed to support 911/E911.
- 4.7 Where SBC MISSOURI is the 911 or E911 Service Provider, SBC MISSOURI shall populate the ALI database with the appropriate new NPA codes for NPA splits, or other NPA changes.

## 5. BASIC 911 AND E911 DATABASE REQUIRMENTS

- 5.1 When SBC MISSOURI is the 911 or E911 Service Provider, and SBC MISSOURI manages the DBMS. The interface to the DBMS must meet all applicable standards.
  - 5.1.1 Where SBC MISSOURI is the 911 or E911 Service Provider and manages the DBMS, SBC MISSOURI shall store MCIm's End User Customer 911 Records [that is, the name, address, and associated telephone number(s) for each of MCIm's End User Customers served by MCIm's exchange(s)] in the electronic data processing database for the DBMS. SBC MISSOURI shall provide an electronic interface through which MCIm or its representative(s) may provide and update such information.
  - 5.1.2 MCIm shall adopt use of Company ID on all MCIm End User 911/E911 Records in accordance with NENA standards. The Company ID will identify the carrier of record for facility configurations.
  - 5.1.3 MCIm or its representatives shall be responsible for providing MCIm's End User 911 Records to SBC MISSOURI for inclusion in SBC MISSOURI's DBMS on a timely basis. SBC MISSOURI and MCIm shall arrange for the automated input and periodic updating of MCIm's End User 911 Records.
- 5.2 SBC MISSOURI shall coordinate access to the DBMS for the initial loading and updating of MCIm End User Customer 911/E911 Records. Access coordination will include:
  - 5.2.1 SBC MISSOURI provided format requirements and a delivery address for MCIm to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. SBC MISSOURI shall confirm receipt of this data by the next business day by providing MCIm with a report of the number of items sent, the number of items entered correctly, and the number of errors;
  - 5.2.2 Coordination of error resolution involving entry and update activity;
  - 5.2.3 Provisioning of specific 911 routing information on each access line;
- 5.3 SBC MISSOURI shall provide an electronic interface to the ALI/DMS database (or permit MCIm to provide its own data link to the ALI Gateway that interfaces to the ALI/DMS database), through which MCIm or its agent may provide a daily update of MCIm Customer Information. SBC MISSOURI shall provide MCIm with the record input format, consistent with NENA-02-001 and subsequent NENA formats (NENA Recommended Formats for Data Exchange). SBC MISSOURI shall provide error reports from the ALI/DMS database to MCIm within one (1) business day after MCIm or its agent enters information into the ALI/DMS database.

- 5.3.1 SBC MISSOURI 's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.
- 5.4 SBC MISSOURI shall provide MCIm query access to the ALI database, to verify the accuracy of MCIm Customer information, provided that MCIm has access to the 911 Gateway.
- 5.5 SBC MISSOURI will process MCIm's End User Customer 911/E911 Records in the DBMS. SBC MISSOURI will then provide MCIm an error and status report. SBC MISSOURI and MCIm shall arrange for the automated input and periodic updating of 911/E911 database information related to MCIm's Customers.
- 5.6 SBC MISSOURI shall update the ALI/DMS database within two (2) business days after receiving the data from MCIm.
- 5.7 If SBC MISSOURI detects an error in the MCIm-provided data, the data shall be returned to MCIm within two (2) business days after it was provided to SBC MISSOURI. MCIm shall respond to requests from SBC MISSOURI to make corrections to database record errors by uploading corrected records within two (2) business days.
- 5.8 Manual entry shall not be allowed.
- 5.9 MCIm's end user customer records will be processed in the DBMS via the DBMS electronic interface. The ALI and SR databases will be subsequently updated via the DBMS once MCIm's end user customer records are updated in the DBMS. SBC MISSOURI will provide notification when MCIm's records have been entered into the ALI DBMS.
- 5.10 ALI DBMS discrepancy reports shall be jointly researched by SBC MISSOURI and MCIm. The responsible Party shall take immediate corrective action. SBC MISSOURI agrees to work expeditiously to correct any internal processing errors between the DBMS, SR and ALI databases.
- 5.11 SBC MISSOURI agrees to treat all data on MCIm's Customers provided under this Appendix as strictly confidential and to use data on MCIm's Customers only for the purpose of providing 911 or E911 Services, unless expressly requested by the Public Service Commission (PSC) of MISSOURI or the Federal Communications Commission (FCC).
- 5.12 Where MCIm is authorized to provide local telephone exchange service, SBC MISSOURI shall identify which ALI databases cover which counties, or parts thereof on the CLEC 911 Exhibit, and identify and communicate a point of contact for SBC MISSOURI.
- 5.13 SBC MISSOURI will provide to MCIm a complete copy of the Master Street Address Guide ("MSAG") that will specify valid address ranges for Customers within the Exchange Areas served by MCIm. SBC MISSOURI shall provide electronic updates monthly. SBC MISSOURI shall cooperate with MCIm to ensure the accuracy of information about MCIm Customers in the ALI database and shall assist in resolving any errors. SBC MISSOURI shall notify the E911 Customer of any errors in the MSAG concerning MCIm Customers. The MSAG will be provided by exchange rate center or community upon request.

## 6. MCIM RESPONSIBILITIES

#### 6.1 Database

- 6.1.1 MCIm is responsible for providing SBC MISSOURI updates to the ALI database; in addition, MCIm is responsible for maintaining the accuracy and content of that data as delivered.
- 6.1.2 MCIm is responsible for providing test records and conducting call-through testing on all new exchanges. However, if error resolution requires SBC MISSOURI's participation, MCIm will coordinate with SBC MISSOURI.

#### 6.2 Other

- 6.2.1 SBC MISSOURI will not be responsible for submitting any applicable 911 surcharges to be assessed to the appropriate municipality where MCIm provides facility-based local exchange service.
- 6.2.2 MCIm is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the MCIm provides facilities-based local exchange service.

#### 7. METHODS AND PRACTICES

- 7.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to 911 and E911 Service: (i) all applicable FCC and state Commission rules and regulations; (ii) any applicable requirements imposed by any governmental authority other than a commission, and (iii) the principles expressed in the recommended standards published by NENA.
- MCIm will establish a minimum of two (2) dedicated trunks from MCIm's Switch to each POI. MCIm may, at its option, provide its own transport facilities, acquire such transport facilities from SBC MISSOURI through the applicable State Tariff, or obtain them from third parties. 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface at rates set forth in Appendix Pricing. Either configuration must use Centralized Automatic Message Accounting "CAMA" type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, unless the 911/E911 selective router is SS7 capable, in which case MCIm may require SS7 signaling. All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).
  - 7.2.1 To ensure proper operation of an E911 system where SS7 signaling is used for 911 trunking, the parties agree to follow technical publication Southwestern Bell Telephone, Land Line E911, CCS Network Interface Specifications Issue 1, December 1999 or any revisions thereto. SBC MISSOURI shall provide MCIm a minimum of ninety (90) days notice of any changes to this document.
- 7.3 SBC MISSOURI shall assure sufficient capacity at the 911 tandem or SR to meet MCIm's requests for interconnection within twenty (20) business days after receipt of the request. When SBC

MISSOURI network force and load conditions require a longer implementation timeframe, SBC MISSOURI will notify MCIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Interconnection to the 911 tandem or SR shall be established to provide path and route diversity when technically feasible.

- 7.4 SBC MISSOURI will adhere to the principles expressed March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from an End Office Switch to SBC MISSOURI's SR. SBC MISSOURI will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the 911 or E911 Customer.
- 7.5 SBC MISSOURI will provide the order number and circuit identification code in advance of the service due date.
- 7.6 In the event of an SBC MISSOURI or MCIm 911 or E911 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining 911/E911 Service between the Parties.
- 7.7 MCIm will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to MCIm's demarcation (e.g. collocation). SBC MISSOURI will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIm is responsible for advising SBC MISSOURI of the circuit identification when notifying SBC MISSOURI of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC MISSOURI will refer network trouble to MCIm if no defect is found in SBC MISSOURI's network. The Parties agree that 911-network problem resolution will be managed in an expeditious manner at all times.

# 8. CONTINGENCY

- 8.1 The terms and conditions of this section represent a negotiated plan for CLECs not currently providing 911 or E911 Service.
- The Parties agree that 911 and E911 Service is provided for the use of the 911 or E911 Customer, and recognize the authority of that customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC MISSOURI and MCIm. These specifications (if any) shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. MCIm shall complete its portion of Exhibit I and submit it to SBC MISSOURI not later than forty-five (45) days prior to the date MCIm intends on passing live traffic. SBC MISSOURI shall complete its portion of Exhibit I and return Exhibit I to MCIm no later than fifteen (15) days from the date Exhibit I is received from MCIm.
- 8.3 MCIm must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which MCIm's end user customers are located. MCIm shall provide documentation of all requisite approval(s) to SBC MISSOURI prior to use of MCIm's E911 connection for actual emergency calls.
- The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Appendix when necessary to accommodate expansion of MCIm's

geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

#### SBC representative:

Account Manager 4 Bell Plaza, 21st Flr 311 S. Akard St. Dallas, TX 75202-5398

#### MCIm representative:

Kathy Jespersen 205 N. Michigan Avenue Chicago, Illinois 60601 312-260-3294

8.5 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

## 9. BASIS OF COMPENSATION

- 9.1 Rates for access to 911 and E911 Services are set forth in Appendix Pricing.
- 9.2 Charges shall begin on the date that 911 or E911 Service is turned on for live traffic.

#### 10. LIABILITY

- 10.1 In addition to the requirements of this Appendix 911, the Parties agree 911 and E911 Services will be provided in accordance with Applicable Law.
- 10.2 The Parties' liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this agreement.

#### 11. 911 TRUNKING ARRANGEMENTS

11.1 The Parties shall comply with 911 trunking arrangements including any applicable exceptions/waivers set forth in Appendix Network of this Agreement