

APPENDIX 911

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APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1.0 INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for E911 Service provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 The prices at which SBC-13STATE agrees to provide CLEC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.

2.0 RESERVED FOR FUTURE USE

3.0 SBC-13STATE RESPONSIBILITIES

- 3.1 SBC-13STATE shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when SBC-13STATE is the 911 Service Provider. SBC-13STATE shall provide 911 Service to CLEC as described this section in a particular Rate Center in which CLEC is authorized to provide local telephone exchange service and SBC-13STATE is the 911 Service Provider. This shall include the following:
 - 3.2 Call Routing
 - 3.2.1 SBC-13STATE will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
 - 3.2.2 SBC-13STATE will forward the calling party number (ANI) it receives from CLEC and the associated Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, SBC-13STATE will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. For an ANI failure SBC will route call to the “default” ESN associated with the 911trunk group. If ANI is forwarded by CLEC, but no ALI record is found in the E911 DBMS, SBC-13STATE will report this “No Record Found” condition to CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking
 - 3.3.1 SBC-13STATE shall provide and maintain sufficient dedicated E911 trunks from SBC-13STATE's SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
 - 3.3.2 SBC-13STATE will provide facilities to interconnect CLEC, as specified in the local state tariff. Additionally, when diverse facilities as defined in GT&C are requested by CLEC, SBC-13STATE will provide such diversity where technically feasible, at standard local state tariff rates.

- 3.3.3 Upon written request by CLEC, SBC-13STATE shall, in a timely fashion, of at least no more than fifteen (15) calendar days after CLEC's request, provide CLEC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.3.4 SBC-13STATE and CLEC will cooperate to promptly test all trunks and facilities between CLEC's network and the SBC-13STATE SR(s).
- 3.4 DATABASE
- 3.4.1 Where SBC-13STATE manages the E911 database, SBC-13STATE shall store CLEC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of CLEC's End Users served by CLEC's exchange(s)] in the electronic data processing database for the E911 DBMS. CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 SBC-13STATE shall coordinate access to the SBC-13STATE E911 DBMS for the initial loading and updating of CLEC's End User 911 Records.
- 3.4.3 SBC-13STATE'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.
- 3.4.4 SBC-13STATE will update CLEC's End User 911 Records in the E911 DBMS. SBC-13STATE will then provide CLEC an error and status report. This report will be provided in a timely fashion of at least no more than 72 hours after CLEC submits their End User 911 Records for entry into the DBMS and in accordance with the methods and procedures described in the documentation to be provided to CLEC via the SBC on-line handbook.
- 3.4.5 SBC-13STATE shall provide CLEC with a file containing the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. The MSAG will be provided on a monthly basis but only for those areas where CLEC is authorized to do business as a local exchange service provider and SBC-13STATE is the 911 service provider. SBC CONNECTICUT, SBC MIDWEST REGION 5-STATE, and SBC SOUTHWEST REGION 5-STATE will provide the MSAG on a monthly basis. SBC-2STATE will provide the MSAG at CLEC's request, but no more frequently than quarterly.
- 3.4.6 Where SBC-13STATE manages the DBMS, SBC-13STATE shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4.0 CLEC RESPONSIBILITIES

4.1 Call Routing

- 4.1.1 CLEC will transport 911 calls from each point of interconnection (POI) to the SBC-13STATE SR office of the E911 system, where SBC-13STATE is the 911 Service Provider.
- 4.1.2 CLEC will forward the ANI information of the party calling 911 to the SBC-13STATE 911 Selective Router.

4.2 Facilities and Trunking

- 4.2.1 Consistent with Applicable Law and with the Parties executed 911 Waivers, CLEC will provide interconnection with each SBC-13STATE 911 Selective Router that serves the exchange areas in which CLEC provides telephone exchange services.
- 4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different SRs and CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each SBC-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 4.2.4 In SBC MIDWEST REGION 5-STATE only, CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPS do not have the technical capability to receive a 10 digit ANI, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.5 CLEC shall maintain facility capacity sufficient to route traffic over trunks between the CLEC switch and the SBC-13STATE SR.
- 4.2.6 CLEC shall provide sufficient trunking and facilities to route CLEC's originating 911 calls to the designated SBC-13STATE 911 SR. CLEC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity. SBC shall provide where technically feasible, facility route diversity in accordance with SBC's standard operating procedures specific to each 911 selective router.
- 4.2.7 CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the SBC-13STATE 911 SR.
- 4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

- 4.2.9 CLEC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CLEC shall request additional circuits from SBC-13STATE.
- 4.2.10 CLEC will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between CLEC's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. SBC-13STATE and CLEC agree to use commercially reasonable efforts to complete 911 testing of trunks within a commercially reasonable period of time. CLEC agrees that it will not pass live 911 traffic until successful testing, consistent with industry standards and practices, is completed by both parties.
- 4.2.11 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the Demarcation Point between the Parties' networks. SBC-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems on its side of the Parties' network Demarcation Point(s). CLEC is responsible for advising SBC-13STATE of the circuit identification to the extent that SBC-13STATE has correctly and accurately provided such circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to CLEC if no defect is found in SBC-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.3 DATABASE
- 4.3.1 Once E911 trunking has been established and tested between CLEC's End Office and all appropriate SR, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to SBC-13STATE for inclusion in SBC-13STATE's DBMS on a timely basis. SBC-13STATE and CLEC shall arrange for the automated input and periodic updating of CLEC's End User 911 Records.
- 4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
- 4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 4.3.4 CLEC is responsible for providing SBC-13STATE updates to the ALI database; in addition, to the extent that CLEC inputs its own data directly into the SBC-13STATE 911 DBMS, CLEC will be responsible for correcting any errors that may occur during the entry of their data to the SBC-13STATE 911 DBMS.
- 4.3.5 SBC-13STATE and CLEC agree to work cooperatively to minimize the possibility of errors. In the unexpected event that CLEC causes errors which

require SBC-13STATE additional work for ALI updates, CLEC agrees to reimburse SBC for SBC's demonstrable reasonable additional costs.

- 4.3.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.
- 4.4 Other
- 4.4.1 CLEC Each Party is solely 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 that party provides Telephone Exchange Service.

5.0 RESPONSIBILITIES OF BOTH PARTIES

- 5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC's POI to the designated SBC-13STATE 911 Selective Router(s).

6.0 METHODS AND PRACTICES

- 6.1 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 E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC-13STATE's Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.
- 6.2 SBC-13STATE will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to SBC-13STATE's Selective Routing. SBC-13STATE will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7.0 CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and CLEC.
- 7.3 INTENTIONALLY OMITTED
- 7.4 INTENTIONALLY OMITTED
- 7.5 CLEC will submit the required state-specific forms to SBC-13STATE or to the appropriate state agency where applicable.

8.0 BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in SBC-13STATE's Appendix Pricing or applicable state Commission-approved tariff.
- 8.2 Charges shall begin on the date that E911 Service is turned on for live traffic.

9.0 LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SBC-13STATE has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.
- 9.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to SBC-13STATE, CLEC shall not be liable to SBC-13STATE, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from SBC-13STATE until service is restored.
- 9.3 CLEC agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss arising out of SBC-13STATE's provision of E911 Service hereunder or out of CLEC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of SBC-13STATE.
- 9.4 CLEC also agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act

or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC-13STATE.

10.0 MUTUALITY

- 10.1 CLEC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SBC-13STATE request such services, CLEC will provide such services to SBC-13STATE under terms and conditions comparable to the terms and conditions contained in this Appendix.