

## APPENDIX 911

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## APPENDIX E911

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to CLEC for 911 (E911) arrangements.
- 1.2 The prices at which TDS TELECOM agrees to provide CLEC with 911 arrangements are contained in the applicable TDS TELECOM tariffs or Appendix PRICING.

### 2. 911 SERVICE

- 2.1 911 Arrangements are arrangements for routing 911 calls from CLEC Customers to the appropriate Public Safety Answering Point ("PSAP"), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area. TDS TELECOM shall provide 911 Arrangements to CLEC as described in this Appendix 911 in each exchange in which: (i) CLEC is authorized to provide local exchange services, and (ii) TDS TELECOM is the 911 service provider. The provisions in this Appendix 911 apply only to 911 Arrangements provided as Ancillary Functions. In providing 911 Arrangements to CLEC, TDS TELECOM shall comply with all laws, rules and regulations concerning emergency services.

#### 2.2 Service and Facilities Provided

- 2.2.1 TDS TELECOM will provide CLEC with multiplexing at a designated TDS TELECOM Central Office at the rates set forth in the APPENDIX Pricing and / or pursuant to the terms and conditions in applicable tariffs. TDS TELECOM will also provide CLEC upon request with dedicated trunking from the TDS TELECOM Central Office to the designated TDS TELECOM Control Office(s) with sufficient capacity to route CLEC's originating 911 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Trunks shall be established as CAMA MF trunks until SS7 connectivity is required by the applicable jurisdiction. Thereafter, trunks shall be established with SS7 signaling and both parties will cooperate to implement CCIS trunking. Such trunking will be provided at the rates set forth in the APPENDIX Pricing or applicable state tariff. If CLEC forwards the ANI information of the calling party to the Control Office, TDS TELECOM will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by CLEC, TDS TELECOM will display a Central Office identification code for display at the PSAP.
- 2.2.2 CLEC, at its sole expense, will provide a minimum of two (2) one-way outgoing channels, delivered via diverse paths, to route originating 911 traffic from CLEC's End Office(s) to the TDS TELECOM 911 selective router(s). CLEC may, at its option, acquire such trunking from TDS

TELECOM at rates, terms and conditions provided in TDS TELECOM's tariffs.

- 2.2.3 TDS TELECOM shall assure sufficient capacity at its 911 selective routers to meet CLEC's requests for interconnection within thirty (30) business days after receipt of the request. When TDS TELECOM network force and load conditions require a longer implementation timeframe, TDS TELECOM will notify CLEC within five (5) business days after receipt of the request and the timeframe will be agreed upon.
- 2.2.4 TDS TELECOM shall provide the following information to CLEC and shall promptly notify CLEC of any changes:
  - 2.2.4.1 TDS TELECOM processes and requirements for ordering trunks for 911 service and interconnection to the 911 selective router.
  - 2.2.4.2 Trunk group specifications.
  - 2.2.4.3 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
  - 2.2.4.4 TDS TELECOM will provide specific information on TDS TELECOM Selective Routers for each rate center NPA/NXX to assist CLEC in designing its 911 trunk groups.
  - 2.2.4.5 Lists of rate centers in which Database Management System (DMS) management and selective routing for E911 calls is provided by different entities for different portions of the same rate center.
- 2.2.5 When CLEC routes calls to TDS TELECOM selective routers, TDS TELECOM shall route such calls to PSAP. TDS TELECOM shall validate and provide CLEC customer information from the ALI/ANI database.
- 2.2.6 CLEC shall pay TDS TELECOM charges as set forth in the APPENDIX Pricing or in the applicable state tariffs.
- 2.2.7 In the event of a TDS TELECOM or CLEC 911 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 the 911 Service between the Parties.
- 2.2.8 CLEC will monitor the 911 circuits for the purpose of determining originating network traffic blockages. CLEC will notify TDS TELECOM if the traffic study information indicates that additional circuits are required to meet the current level of 911 call volumes.

- 2.2.9 Incoming trunks shall be engineered to assure minimum P.01 grade of service as measured using the "busy day/busy hour" criteria.
- 2.2.10 Additional Limitations of Liability Applicable to 911/E911 Service.
- 2.2.10.1 TDS TELECOM is not liable for the accuracy and content of 911 call information that CLEC delivers to TDS TELECOM for routing or delivery to the PSAP. CLEC is responsible for maintaining the content and accuracy of ALI data.
- 2.2.10.2 Notwithstanding anything to the contrary contained herein, TDS TELECOM's liability to CLEC and any third party shall be limited to the maximum extent permitted by state statute.
- 2.2.11 TDS TELECOM will not be responsible for submitting any applicable 911 surcharges to be assessed to the appropriate municipality where CLEC provides facility based local exchange service.
- 2.2.12 CLEC will be responsible for providing a separate 911 trunk group for each rate center, county or geographic area that it serves if such rate center, county or geographic area has a separate default routing condition. In addition, in the case of CAMA MF trunks, only one (1) NPA of traffic may be transmitted over a single 911 trunk group. When a unique default routing condition is present, CLEC shall provide sufficient trunking and facilities to accommodate those default PSAP requirements, CLEC is responsible for requesting facilities routed diversely for 911 interconnection.
- 2.2.13 CLEC shall be responsible for determining the proper quantity of trunks and facilities from its switches to TDS TELECOM 911 Selective Router Offices.
- 2.2.14 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 calls from its End Users to the proper E911 SR.
- 2.2.15 CLEC will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CLEC's demarcation. TDS TELECOM will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. CLEC is responsible for advising TDS TELECOM of the circuit identification when notifying TDS TELECOM of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. TDS TELECOM will refer network trouble to CLEC if no defect is found in TDS TELECOM's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.
- 2.2.16 CLEC shall be solely responsible for providing test records and conducting testing on calls on all new NPA/NXXs.

- 2.2.17 Basic 911 and E911 access from the CLEC local switch may be provided to CLEC in government jurisdictions where TDS TELECOM has obligations under existing agreements as the primary provider of the 911 System to the county (Host TDS TELECOM), CLEC shall participate in the provision of the 911 System as follows:
- 2.2.17.1 Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.
- 2.2.18 If a third party is the primary service provider to a government agency, CLEC shall negotiate separately with such third party with regard to the provision of 911 services to the agency. All relations between such third party and CLEC are totally separate from this Agreement and TDS TELECOM makes no representations on behalf of the third party.
- 2.2.19 If CLEC or its Affiliate is the primary service provider to a government agency, CLEC and TDS TELECOM shall negotiate the specific provisions necessary for providing 911 services to the agency and shall include such provisions in an amendment to this Agreement.
- 2.2.20 TDS TELECOM shall comply with established, competitively neutral intervals for installation of facilities.
- 2.2.21 In a resale situation, where it may be appropriate for TDS TELECOM to update the ALI database, TDS TELECOM shall update such database with CLEC data in an interval at Parity with that experienced by TDS TELECOM end users.
- 2.2.22 The following are Basic 911 and E911 Database Requirements:
- 2.2.22.1 CLEC shall be responsible for obtaining the Master Street Address Guide (MSAG) for the CLEC's respective exchanges or communities. Upon request TDS TELECOM will provide contact information to assist CLEC in obtaining the MSAG.
- 2.2.22.2 CLEC shall be solely responsible for providing CLEC database records on a timely basis to the E911 Agency or other parties responsible for management of the ALI database.
- 2.2.22.3 CLEC shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. CLEC shall also ensure that its switch provides the line number of the calling station. Where applicable, CLEC shall send a ten-digit ANI to TDS TELECOM when there is an ANI failure the CLEC shall

send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.

- 2.2.22.4 Each ALI discrepancy report shall be jointly researched by TDS TELECOM and CLEC. Corrective action shall be taken immediately by the responsible party.
- 2.2.22.5 TDS TELECOM shall notify CLEC forty-eight (48) hours in advance of any scheduled testing or maintenance affecting CLEC 911 service, and provide notification as soon as possible of any unscheduled outage affecting CLEC 911 service.
- 2.2.22.6 CLEC shall be responsible for reporting all errors, defects and malfunctions to TDS TELECOM. TDS TELECOM shall provide CLEC with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
- 2.2.22.7 CLEC may enter into subcontracts with third parties, including CLEC Affiliates, for the performance of any of CLEC's duties and obligations stated herein.
- 2.2.22.8 Where TDS TELECOM manages the E911 database:
  - 2.2.22.8.1 TDS TELECOM shall enter the CLEC's End User 911 Records in the database for the E911 DBMS. CLEC or its representative is responsible for providing records for end user updates in a form that meets NENA standards.
  - 2.2.22.8.2 TDS TELECOM shall coordinate access to the TDS TELECOM E911 DBMS for the initial loading and updating of CLEC End User 911 Records.
  - 2.2.22.8.3 TDS TELECOM will update CLEC's End User Records in the E911 DBMS. TDS TELECOM will provide CLEC an error and status report.