

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. SERVICES

- 1.1 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.
- 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.
- 1.3 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.
- 1.3.1 Subsequent to the DA query and release of the DA call to SBC MISSOURI's Interactive Voice System, SBC MISSOURI will deliver the call with the required signaling and data to CLEC to complete the call.
- 1.4 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.
- 1.5 When CLEC uses Directory Assistance Services described above, SBC MISSOURI will charge the prices as referenced in Section 7 Pricing of Attachment DA-Fac.

2. DEFINITIONS - The following terms are defined as set forth below

- 2.1 **Directory Assistance Services** - SBC MISSOURI will provide the following DA Services:
 - 2.1.1 **Local Directory Assistance** - Consists of providing published name, address and telephone number to the dialing end user.
 - 2.1.2 **Directory Assistance Call Completion (DACC) [Sometimes also known as "Express Call Completion" (ECC)]** - A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
 - 2.1.3 **National Directory Assistance (NDA)** - A service whereby callers may request directory assistance information outside their LATA or Home NPA for a listed telephone number for residential, business and government accounts throughout the 50 states.
 - 2.1.4 **Reverse Directory Assistance (RDA)** - An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call from a LWCAL.
 - 2.1.5 **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.
 - 2.1.6 **Emergency Nonpub 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.

- 2.2 **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.
- 2.3 **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.
- 2.4 **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SBC MISSOURI DA Operator.
- 2.5 **IntraLATA Home NPA (HNPA)** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- 2.6 **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. CALL BRANDING AND RATE REFERENCE

3.1 Call Branding

- 3.1.1 The process by which an Operator, either live or recorded, will identify the DA provider as being CLEC. SBC MISSOURI will offer Call Branding of DA in the name of CLEC.
- 3.1.2 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 the Parties in branding their respective services.
- 3.1.3 An initial non-recurring charge will apply for loading CLEC's Directory Assistance Call Branding Announcement as well as a charge for each subsequent change to CLEC's Directory Assistance Call Branding Announcement as provided in the Pricing Appendix.

3.2 Rate Reference

- 3.2.1 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:
- 3.2.2 CLEC will furnish Rate Reference information in a mutually agreed to format or media thirty (30) days in advance of the initial date when they are to be provided by SBC MISSOURI. If CLEC does not provide the Rate information and branding phrase as required in this Section, SBC MISSOURI will brand the DA service provided to CLEC as SBC MISSOURI DA service.
- 3.2.3 CLEC will inform SBC MISSOURI, in writing, of any changes to be made to such Rate 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.
- 3.2.4 In all cases when SBC MISSOURI receives a rate request from an CLEC end user, SBC MISSOURI will quote the Directory Assistance rates provided by CLEC, except as provided in section 3.2.2.
- 3.2.5 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 as provided in Section 7 Pricing of Attachment DA-Fac.

4. 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.
- 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.
- 4.6 SBC MISSOURI will forward with Directory Assistance calls from CLEC customers the appropriate line data required by CLEC to identify the type of line for the purposes of call handling and recording.

5. 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.
- 5.2 The parties agree that, in the event of an emergency wherein a CLEC customer must reach a non-CLEC customer that has a non-published telephone number, the CLEC operator will contact SBC MISSOURI's operator and request the assistance of a supervisor to the extent done by SBC MISSOURI's operators.

6. 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 When CLEC desires to customize route Directory Assistance and such routing capability is not currently technically available, CLEC agrees that SBC MISSOURI will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and 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 listed in this Attachment.

7. PRICING

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

8. MONTHLY BILLING

- 8.1 SBC MISSOURI will render monthly billing statements to CLEC for DA Service, and remittance in full will be due within thirty (30) days of receipt.

9. LIABILITY

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