

ATTACHMENT 23: OS-FACILITIES BASED SBC MISSOURI-PROVIDED LOCAL & INTRALATA OPERATOR SERVICES

This Attachment 23: OS-Facilities Based to the Agreement sets forth the terms and conditions under which SBC MISSOURI agrees to provide local and IntraLATA operator services (Operator Services) for CLEC as a facilities based switch provider. This Attachment applies only to Operator Services provided within a Local Access and Transport Area (LATA).

- 1. SERVICES** - SBC MISSOURI will provide the following three tiers of Operator Services:
 - 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SBC MISSOURI Operator, hereafter called Operator. AABS allows the caller the option of using the AABS audio response system. AABS will be offered in areas where facilities exist and where CLEC has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
 - 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
 - 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.
 - 1.4 Definition: Operator Services (OS) provides operator and automated call handling and billing, special services and optional call completion services.
- 2. CALL TYPES** - SBC MISSOURI will provide to CLEC the call types in Sections 2.1 through 2.7 below:
 - 2.1 Fully Automated Station-to-Station - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
 - 2.1.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
 - 2.1.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
 - 2.1.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.
 - 2.2 Semi-Automated Station-To-Station - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
 - 2.2.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
 - 2.2.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
 - 2.3 Semi-Automated Person-To-Person - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include the following situations:

- 2.3.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 2.3.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 2.4 Operator Handled Station-To-Station - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.5 Operator Handled Person-To-Person - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 2.6 Operator Transfer Service - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SBC MISSOURI's Operator Transfer Service offering. CLEC agrees to obtain all necessary compensation arrangements between CLEC and participating carriers.
- 2.7 **Call Branding/Rate Reference**
 - 2.7.1 Call Branding
 - 2.7.1.1 The process by which an Operator, either live or recorded, will identify the operator service provider as being CLEC. SBC MISSOURI will offer Call Branding of Operator Services in the name of CLEC or load a silent brand at the CLECs request.
 - 2.7.1.2 CLEC will provide SBC MISSOURI with the specific branding phrase to be used to identify CLEC. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective 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 the Pricing Schedule.
 - 2.7.1.3 SBC MISSOURI will brand Operator Services in the name of CLEC starting not later than thirty (30) days after the Effective Date of the Agreement and will complete implementation of this process in all SBC MISSOURI Operator Assistance platforms not later than five (5) months after the Effective Date of the Agreement. In the interim, SBC MISSOURI will, if allowed by federal and state law and regulatory rules, unbrand competitive LEC operator services calls that are branded by live operators. CLEC will not request interim unbranding of Operator Services for calls that are branded by automated systems until such time as SBC MISSOURI's operator services platforms are capable of re-branding. The schedule is dependent upon the ability of SBC MISSOURI's vendor to meet its current commitment; however, SBC MISSOURI will use its best efforts to manage the vendor to meet said date.
 - 2.7.1.4 An initial non-recurring charge will apply for loading CLEC's Operator Services Call Branding Announcement as well as a charge for each subsequent change to CLEC's Operator Services Call Branding Announcement as provided in Section 7 Pricing of Attachment 23 OS-Fac.
 - 2.7.2 Rate Reference
 - 2.7.2.1 SBC MISSOURI Operator Services operators will provide Operator Services Rates Reference 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:
 - 2.7.2.2 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 OS service provided to CLEC as SBC MISSOURI OS service and quote SBC MISSOURI rates. SBC MISSOURI will no

longer brand these calls as SBC MISSOURI calls nor quote SBC MISSOURI rates when the appropriate equipment or software is installed.

- 2.7.2.3 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
- 2.7.2.4 In all cases when SBC MISSOURI receives a rate request from a CLEC end user, SBC MISSOURI will quote the Operator Services rates provided by CLEC, except as provided in 2.7.2.2.
- 2.7.2.5 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information as provided in the Pricing Schedule.

3. OTHER OPERATOR ASSISTANCE SERVICES

- 3.1 **Line Status Verification** - A service in which the caller asks the Operator to determine the busy status of an access line.
- 3.2 **Busy Line Interrupt** - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 3.3 **Handling of Emergency Calls To Operator** - To the extent CLEC's NXX encompasses multiple emergency agencies, **SBC MISSOURI** will agree to query the caller as to his/her community and to transfer the caller to the appropriate emergency agency for the caller's community. CLEC will provide to **SBC MISSOURI** the communities associated with CLEC's NXX(s).
- 3.4 **Calling Card** - Calls billed to a CLEC proprietary calling card (0+ or 0- access) will be routed via transfer to the CLEC operator.
- 3.5 CLEC will furnish Rate and Reference information in a mutually agreed to format or media thirty (30) days in advance of the 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 OS service provided to CLEC as SBC MISSOURI OS service.
- 3.6 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.
- 3.7 In all cases when SBC MISSOURI receives a rate request from a CLEC end user, SBC MISSOURI will quote the Operator Services rates provided by CLEC.
- 3.8 An initial non-recurring charge will apply for loading CLEC's Operator Services Rate information as well as a charge for each subsequent change to CLEC's Operator Services Reference information.
- 3.9 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.

4. RESPONSIBILITIES OF SBC MISSOURI

- 4.1 SBC MISSOURI will provide and maintain such equipment as is required to furnish the Operator Services as described in this Attachment.

- 4.2 Facilities necessary for SBC MISSOURI to provide Operator Services to CLEC will be provided by SBC MISSOURI using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 4.3 SBC MISSOURI will provide Operator Services in accordance with the operator methods and practices in effect for SBC MISSOURI at the time the call is made, unless otherwise agreed in writing by both Parties.
- 4.4 SBC MISSOURI will accumulate and provide CLEC such data as necessary for CLEC to verify traffic volumes and bill its customers.
- 4.5 SBC MISSOURI will deliver the call with the required signaling and data to CLEC to complete the call.
- 4.6 SBC MISSOURI will forward with Operator Services 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 OS 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. 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 in writing to SBC MISSOURI, thirty (30) days in advance of the date when the OS services are to be undertaken, all end user records and information required by SBC MISSOURI to provide the Service.
- 6.3 CLEC will furnish all records required by SBC MISSOURI to provide the Operator Services. Such records, or information, will include CLEC's rate quotation tables and any other information required by SBC MISSOURI. CLEC will provide the initial data by a date mutually agreed to between CLEC and SBC MISSOURI. CLEC will keep this data current using procedures mutually agreed to by CLEC and SBC MISSOURI. CLEC will provide all data and changes to SBC MISSOURI in the mutually agreed to format(s).
- 6.4 As to any end office where SBC MISSOURI furnishes the Operator Services provided by this Attachment, CLEC agrees that SBC MISSOURI will be the sole provider of local and intraLATA toll Operator Services provided to CLEC in such end offices for the period of time mutually agreed to by the Parties. When CLEC desires to customize route Operator Services 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.

7. PRICING

- 7.1 The rates for the Operator Services provided are outlined in the Pricing Schedule.

8. MONTHLY BILLING

- 8.1 SBC MISSOURI will render monthly billing statements to CLEC, 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.