Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Should the Agreement contain an Article addressing E911 issues?	1	All	See Article XI: E911 in its entirety.	Socket's customers are entitled to access to E911. Especially in those exchanges where CenturyTel is the E911 service providing and/or database provider, the relationship between Socket and CenturyTel should be explicit in the interconnection agreement. Socket's proposed E911 article is derived in large part from the E911 attachment that the Commission approved as reasonable and appropriate in Case No. TO-2005-0336. These terms should be memorialized in the interconnection agreement, rather than left to CenturyTel to dictate unilaterally to Socket.	This Article XI: E911 sets forth the terms and conditions under which CenturyTel <u>will</u> provide the connection between Socket's local switch and E911 Universal Emergency Number Service. 1.0 DEFINITIONS As used herein and for the purposes of this <u>Article</u> the following terms will have the meanings set forth below: 1.1 "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from Socket's End Office to the <u>SR in accordance with NENA Standards (4.4 ESGW p61-62)</u>. 1.2 "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services <u>response</u> information. 1.3 "Automatic Number Identification" (ANI) or "Calling Party Number" (CPN) allows for identification of the telephone number that originates a call. In some instances, the station	The Commission should not accept Socket's proposed Article XI: E911 in its entirety because it purports to impose obligations on CenturyTel exceeding its legal obligations under the FTA and would alleviate Socket of satisfying legal obligations otherwise imposed on it. Initially, notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5)(B), to continue negotiating with Socket to resolve disputes between the parties. CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL. To that end, CenturyTel has, as reflected in its contract language column, accepted significant portions of the language Socket proposes. While CenturyTel agrees to include significant portions of Socket's proposed language proposed in the successor ICA, the Commission should reject the remaining disputed aspects of that language because it is inconsistent with existing law or unworkable. Initially, with respect to Socket's demand for certain reports, CenturyTel

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					number of the calling party is not identified using ANI or CPN. In these instances the Calling Party will be identified by using a <u>default routing</u> number <u>provided by Socket in accordance with NENA Standards</u>.	simply proposes a slightly longer period of time to provide the requested report and will agree to provide it in a timely fashion. Also, because it is critical to the integrity of the 911 system that successful testing be completed prior to the first live 911 call from Socket, the Commission should adopt CenturyTel's contract language on that point. Based on reasonable apportionment of responsibility and sound principles of public policy, limitation of liability should only apply in the event Socket provides E911 service to CenturyTel. In that event, Socket should be required to release, indemnify and defend CenturyTel on behalf of itself and its end users for loss arising out of CenturyTel's provision of E911. These provisions are consistent with CenturyTel's E911 tariff. And the parties should reflect applicable compensation arrangements in an attachment to this article.
	1.4		"Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier for by the Local Exchange Carrier that distinguishes the entity providing dial tone to the end user. The Company Identifier is maintained by NENA in a nationally accessible database.			
	1.5		"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 systems.			
	1.6		"E911 <u>PSAP Operator</u>" - A municipality or other state or local governmental 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 service through the use of one telephone number, 911.			Further, certain Socket demands should be rejected as inconsistent with the law. Socket, for example, is responsible for delivering its E911 traffic to CenturyTel's Selective Router, rather than it being CenturyTel's obligation to provide transmission from Socket's POI. Properly recognizing that obligation, the contract language should also recognize that Socket is responsible for its facilities up to the

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					1.7 "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service" 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. 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 trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR). 1.8 "Emergency Services" means <u>law enforcement</u>, fire, ambulance, rescue, and medical services. 1.9 "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	Selective Router as well. Likewise, Socket proposes language for Section 2.3.4 that would improperly transfer responsibility for diverse routing from Socket to CenturyTel. Per NENA standards, it remains Socket's responsibility of Socket to procure diverse routing. The provision of E911 and the parties' obligations should be consistent with and in accordance with NENA standards. It is obviously in the parties' best interests in ensure that everyone understands and documents the service specifications and configurations, as well as the documented approval of such specs by the PSAP Operator in accordance with NENA standards. Among other things, per NENA standards (see Section 4.4 ESGW), CenturyTel is only responsible to switch calls that reach the Selective Router and route such calls to the designated PSAP, rather than to switch calls from Socket's "POI." Further, CenturyTel is only obligated to provide E911 service to calls that reach CenturyTel's Selective Router. Socket is responsible for ensuring that calls placed by its end users to 911 reach CenturyTel's Selective Router. Socket is responsible for providing sufficient transport capacity between it's switch and the CenturyTel selective router. To the extent Socket's proposed language

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					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). 1.10 "National Emergency Number Association" or "NENA" means a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number" for emergency calls. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems. 1.11 Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The E911 <u>PSAP Operator</u> may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.	is inconsistent with these requirement and would inappropriately shift obligations to CenturyTel, the Commission should reject it. CenturyTel's proposed language changes to Section 1 Definitions are designed to be consistent with NENA definitions. At bottom, therefore, the Commission should, consistent with federal law and NENA standards, adopt CenturyTel's proposed language.

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					1.12 "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.	
					1.13 "ALI Database" - A database which stores information associated with end user customers' telephone numbers.	
					2.0 CENTURYTEL RESPONSIBILITIES	
					2.1 When CenturyTel is the 911 Service Provider in a particular Rate Center in which Socket is authorized to provide local telephone exchange service, CenturyTel shall have the following obligations:	
					2.2 Call Routing	
					2.2.1 CenturyTel will <u>switch</u> 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP <u>in accordance with NENA standards (4.4 ESGW p61-62)</u>.	

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					2.2.2 CenturyTel will forward the calling party number (ANI) it receives from Socket and the associated 911 Automatic Location Identification (ALI) to the applicable PSAP for display. If no ANI is forwarded by Socket, CenturyTel will forward the <u>default routing number provided by Socket</u> for display at the PSAP. If ANI is forwarded by Socket, but no ALI record is found in the E911 DBMS, CenturyTel will report this "No Record Found" condition to Socket in accordance with NENA standards. 2.3.0 FACILITIES AND TRUNKING 2.3.1 CenturyTel shall provide and maintain sufficient dedicated E911 trunks from each applicable SR to the PSAP(s) of the E911 <u>PSAP Operator</u>, according to <u>provisions</u> of the Missouri Public Service Commission, <u>NENA standards</u> (4.4 ESGW p.60; 6.1.6 ESGW Operator p. 163) and documented specifications of the E911 PSAP Operator. 2.3.2 Upon written request by Socket, CenturyTel shall, in a timely fashion and at no charge, provide Socket with a description of the geographic area (or Rate Center) and PSAPs	

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					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. 2.3.3 CenturyTel and Socket will cooperate to promptly test all trunks and facilities between Socket's <u>network</u> and the CenturyTel SR(s) in accordance with industry standards. 2.4 Database 2.4.1 Where CenturyTel manages the E911 database, CenturyTel shall store Socket's end user 911 Records [that is, the name, address, and associated telephone number(s) for <u>each of Socket's end users within the area served by the PSAP</u>] in the electronic data processing database for the E911 DBMS. Socket or its representative(s) is responsible for electronically providing end user 911 Records and updating this information. 2.4.2 <u>Intentionally left blank</u>. 2.4.3 CenturyTel shall coordinate access to the CenturyTel E911 DBMS for the initial loading and updating of Socket end user 911 Records.	

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					2.4.4 CenturyTel ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS <u>has a technical malfunction</u>.	
					2.4.5 CenturyTel will update Socket's end user 911 Records in the E911 DBMS, at no charge to Socket, if Socket uses CenturyTel's E911 Gateway to maintain Socket's end user records. CenturyTel will <u>then</u> provide Socket an error and status report. <u>This report will be provided in a timely fashion and in accordance with the methods and procedures to be provided to Socket</u>.	
					2.4.6. Where CenturyTel manages the DBMS, CenturyTel shall provide Socket with a file containing the Master Street Address Guide (MSAG) for Socket's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where Socket is authorized to do business as a local exchange service provider.	
					2.4.7 Where CenturyTel manages the DBMS, CenturyTel shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.	

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					2.4.8 CenturyTel will be responsible for identifying and correcting database errors that are caused by CenturyTel. 2.4.9 Pursuant to its tariffs, CenturyTel may charge the appropriate <u>E911 PSAP Operator</u> for each Socket subscriber record that CenturyTel maintains in the E911 database or DBMS. 3.0 SOCKET RESPONSIBILITIES When CenturyTel is the E911 Service Provider in an exchange where Socket is authorized to provide basic local exchange service and wants to commence provision of such service, Socket shall have the following obligations: 3.1 Call Routing 3.1.1 Socket will transport 911 calls from its switch to the <u>CenturyTel SR office of the E911 system where CenturyTel is the 911 Service Provider</u>. 3.1.2. Socket will forward the ANI information of the party calling 911 to <u>CenturyTel's SR</u>. 3.2 Facilities and Trunking	

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					3.2.1 Socket shall provide sufficient facilities and trunks <u>at each CenturyTel 911 SR that serves each exchange area in which Socket is authorized to and will provide exchange service. Socket acknowledges that its end users in a single local calling scope may be served by different SRs and Socket shall be responsible for providing facilities to route 911 calls from its end users to the proper E911 SR.</u> 3.2.2 Socket shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to each CenturyTel 911 Selective Router <u>for each PSAP associated with Socket's exchange areas</u>, where applicable, <u>in accordance with NENA standards (6.1.6 ESGW Operator p. 163)</u>. Socket 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. 3.2.3 <u>Socket shall maintain transport capacity sufficient to route traffic over trunks between Socket's switch and the CenturyTel SR.</u>	

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					3.2.4 <u>Socket shall provide sufficient trunking and facilities to route Socket's originating 911 calls to the designated CenturyTel 911 SR.</u> Socket is responsible for requesting and providing for that trunking and facilities to be routed diversely for 911 connectivity.	
					3.2.5 Socket is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the <u>CenturyTel 911 SR</u>.	
					3.2.6 <u>Socket shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Socket's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Socket shall request additional circuits from CenturyTel.</u>	
					3.2.7 Socket will cooperate with CenturyTel to promptly test all 911 trunks and facilities between Socket's <u>network</u> and the CenturyTel 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 service. <u>Socket agrees that is will not pass live 911 traffic until successful testing is completed by both parties.</u>	

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					3.3 Database 3.3.1 Once E911 trunking has been established and tested between Socket's End Office and <u>all</u> appropriate <u>SRs</u>, Socket or its representatives shall be responsible for providing Socket's end user 911 Records to CenturyTel for inclusion in CenturyTel's DBMS on a timely basis. 3.3.2 Socket or its agent shall provide initial and ongoing updates of Socket's end user 911 Records that are MSAG-valid in electronic format based upon established NENA standards. 3.3.3 Socket shall adopt use of a Company ID on all Socket end user 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations. 3.3.4 Socket is responsible for providing CenturyTel updates to the ALI database; in addition, Socket is responsible for correcting any errors that may occur during the entry of their data to the CenturyTel 911 DBMS. 3.3.5 Socket shall be solely responsible	

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					for providing test records and conducting call-through testing on all new exchanges. 3.4 Other 3.4.1 Socket is responsible for collecting from its retail end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or retail end users by any municipality or other governmental entity within whose boundaries Socket provides local exchange service. 4.0 RESPONSIBILITIES OF BOTH PARTIES 4.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from Socket to the designated CenturyTel 911 Selective Router(s). 4.2 Where SS7 connectivity is available and required by the applicable E911 PSAP Operator, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking. 4.3 Socket is responsible for the	

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					isolation, coordination and restoration of all 911 network maintenance problems <u>from its network up to CenturyTel's 911 SR</u>. CenturyTel will be responsible for the coordination and restoration of all 911 network maintenance problems <u>from the SR to the appropriate PSAP(s)</u>. Socket is responsible for advising CenturyTel of the circuit identification and the fact that the circuit is a 911 circuit when notifying CenturyTel of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyTel will refer network trouble to Socket if no defect is found in CenturyTel's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times. 5.0 METHODS AND PRACTICES 5.1 With respect to all matters covered by this <u>Article</u>, 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, and (iii) the principles expressed in the recommended standards	

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					published by NENA.	
					6.0 CONTINGENCY	
					6.1 The terms and conditions of this Article represent a negotiated plan for providing E911 Service.	
					6.2 The Parties agree that E911 service is provided for the use of the E911 PSAP Operator, and recognize the authority of the E911 PSAP Operator to establish service specifications and grant final approval (or denial) of service configurations offered by CenturyTel and Socket. These specifications shall be documented in a form to be agreed upon by the parties, which form shall then be attached to this Article (the "Specification Form"). Socket shall complete such Specification Form and submit it to CenturyTel not later than forty-five (45) days prior to the date Socket intends to begin providing basic local exchange service in a particular Rate Center in which Socket is authorized to provide local telephone exchange service. CenturyTel shall complete its portion of such Specification Form and return same to Socket not later than fifteen (15) days after receipt of the Specification Form from	

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					Socket.	
					6.3 Socket must obtain documentation of approval of the Specification Form from the appropriate E911 PSAP Operators that have jurisdiction in the area(s) in which Socket's retail end users are located. Socket shall provide documentation of all requisite approval(s) to CenturyTel prior to the use of Socket's E911 connection for actual emergency calls.	
					6.4 Each party has designated a representative who has the authority to complete additional Specification Forms when necessary to accommodate expansion of the geographic area of Socket into the jurisdiction of additional PSAPs or to increase the number of trunks. Socket must obtain approval from the applicable E911 PSAP Operator of each addition Specification Form, as set forth in Section 6.3 and shall furnish documentation of all requisite approvals of each additional Specification Form in accordance with Section 6.3.	
					6.5 The parties designate the following representatives who shall have the authority to execute additional Specification Forms to this Article	

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					as contemplated by Section 6.4:	
					CenturyTel representative:	
					911 Project Manager	
					_____	
					_____	
					_____	
					Socket representative:	
					_____	
					_____	
					_____	
					_____	
					7.0 BASIS OF COMPENSATION	
					7.1 Compensation to CenturyTel for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Exhibit 1, Basis of Compensation, and applied in accordance with the specifications and configurations set forth in the Specifications Form.	
					7.2 Charges will begin on the date connection to E911 service commences and shall be billed on monthly statements in advance. Payment will be made in accordance with [NOTE: reference payment sections for overall Interconnection Agreement]	

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					8.0 LIABILITY 8.1 CenturyTel liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this <u>Article</u>. CenturyTel shall not be liable to Socket, its <u>end users</u> 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 CenturyTel 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 Socket until service is restored. 8.2 Socket's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Article. <u>In the event Socket provides E911 Service to CenturyTel,</u> Socket shall not be liable to CenturyTel, its <u>end</u>	

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					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 Socket 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 CenturyTel until service is restored. 8.3 Socket agrees to release, indemnify, defend and hold harmless CenturyTel from any and all loss arising out of CenturyTel's provision of E911 Service hereunder or out of Socket's end users' use of the E911 Service, whether suffered ,made, instituted or asserted by Socket, 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 Socket, its end users or others, unless the act or omission proximately causing the loss constitutes gross negligence,	

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					recklessness or intentional misconduct of CenturyTel. 8.4 Socket also agrees to release, indemnify, defend and hold harmless CenturyTel 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 but 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 omissions proximately causing the loss constitutes the gross negligence, recklessness or intentional misconduct of CenturyTel.	

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