



June 11, 2003

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Public Service Commission*

The Honorable Dale Hardy Roberts
Secretary/Chief Regulator Law Judge
Missouri Public Service Commission
Post Office Box 360
Jefferson City, Missouri 65102-0360

Dear Judge Roberts:

On April 17, 2001, Birch filed its Notice of Adoption of the Missouri 271 Interconnection Agreement (M2A) of Southwestern Bell Telephone Company, now Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as SBC Telecommunications, Inc.

Birch Telecom and SBC Telecommunications, Inc. have entered into an Amendment to their interconnection agreement. An original and five copies of the Directory Assistance Error Correction Amendment that amends Attachment 22: Directory Assistance – Facilities Based are enclosed for filing with your office.

Please bring this filing to the attention of the appropriate Commission personnel. Should you have any questions regarding this filing, please contact me.

Sincerely,

Chris Bunce
Regulatory Counsel
Cbunce@birch.com

Enclosures

AMENDMENT

TO MISSOURI M2A INTERCONNECTION AGREEMENT

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

BIRCH TELECOM OF MISSOURI, INC.

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The M2A Interconnection Agreement (“the Agreement”) by and between Southwestern Bell Telephone Company¹ (“SWBT”) and Birch Telecom of Missouri, Inc. (“CLEC”) is hereby amended as follows:

Whereas, CLEC’s directory assistance listings for its end users are included in SWBT’s Directory Assistance Database; and

Whereas, occasionally CLEC’s directory assistance listings will contain obvious grammatical and spelling errors; and,

Whereas, the CLEC desires that SWBT advise it of such grammatical and spelling errors and temporarily fix such errors; and

Whereas, SWBT is willing to do so pursuant to the terms and conditions set forth below.

It is therefore agreed in consideration of the mutual promises contained herein that the Directory Assistance – Facilities Based Attachment 22 of the Interconnection Agreement is amended in the following respects:

1.0 AMENDMENTS TO THE AGREEMENT

1.1 On and after the Amendment Effective Date, which shall mean the date on which this Amendment is approved by the Commission under Section

¹On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company (“SWBT”).

252(e) of the Act, the Agreement is hereby amended to add the following new provision to Attachment 22: DA-Facilities Based SWBT-Provided Directory Assistance of the Agreement:

- 5.3 SWBT may from time to time contact CLEC regarding what appears to be an obvious or potential grammatical or spelling error with an individual CLEC end user listing in the SWBT Directory Assistance (DA) database. Such errors could include for example an extra letter in a person's name such as Williams, or the substitution of a suffix for a person's last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. CLEC agrees that SWBT may temporarily change the end user listing in the DA database, until the CLEC submits a service order to correct the listing.
- 5.4 CLEC agrees to submit a service order to correct the directory listing, which will ultimately correct the end user listing in the DA database or advise SWBT that the listing is correct. If the CLEC fails to submit a change within 30 days of notification, SWBT will remove the temporary listing from the DA database and the listing will remain as is. SWBT will follow up with CLEC once within the thirty-day period, if no service order has been issued prior to removing the temporary change.
- 5.5 CLEC agrees SWBT has no obligation to verify a DA listing and assumes no responsibility to identify errors. SWBT will not search for DA listing errors, nor provide for verification of DA listings. CLEC further agrees SWBT has no liability to CLEC in identifying errors in the DA database or notifying CLEC of errors. CLEC further agrees that SWBT shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold SWBT harmless from any and all third party claims arising from SWBT temporarily correcting an obvious or potential error, and/or CLEC's failure to submit a correcting service order, except where SWBT acted with gross negligence or willful misconduct.

2.0 MISCELLANEOUS

- 2.1 The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically note.
- 2.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Missouri, without reference to conflict of law provisions.

- 2.3 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 2.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 2.5 This Amendment shall be filed with and subject to approval by the Missouri Public Service Commission (MO-PSC).
- 2.6 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 2.7 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.
- 2.8 This underlying Agreement is the result of CLEC's decision to opt into the M2A or parts thereof pursuant to Missouri Public Service Commission Order in Case No. TO-99-227 (dated March 6, 2001). This Amendment to such Agreement addresses certain specific language changes thereto as agreed by SWBT and CLEC ("Agreed Changes"). The Parties acknowledge and agree that (i) all aspects of this Agreement except for the Agreed Changes were made available to CLEC only as a result of CLEC's decision to opt into the M2A or parts thereof pursuant to Order in Case No. TO-99-227; and (ii) therefore, no aspect of this Agreement other than the Agreed Changes set forth in this Amendment may qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC its *Memorandum Opinion and Order*, CC Docket 98-141, rel. (October 8, 1999) ("Paragraph 43") or any other applicable in-region MFN merger conditions or provisions. The Parties further acknowledge and agree that the Agreed Changes shall only be considered portable under Paragraph 43 or any other applicable in-region MFN merger conditions or provisions if they otherwise qualify for portability under that Paragraph or such other in-region MFN merger conditions or provisions.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 27 day of November, 2002, by Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and Birch Telecom of Missouri, Inc., signing by and through its duly authorized representative.

Birch Telecom of Missouri, Inc.

**Southwestern Bell Telephone, L.P., d/b/a
Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**

By: John M. Ivanuska

By: _____

Title: Vice President

Title: President – Industry Markets

Name: John M. Ivanuska
(Print or Type)

Name: _____
(Print or Type)

Date: 11/27/02

Date: _____

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 27 day of November 2002, by Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, signing by and through its duly authorized representative, and Birch Telecom of Missouri, Inc., signing by and through its duly authorized representative.

Birch Telecom of Missouri, Inc.

**Southwestern Bell Telephone, L.P., d/b/a
Southwestern Bell Telephone Company
By SBC Telecommunications, Inc.,
Its authorized agent**

By: John M. Ivanuska

By: [Signature]

Title: Vice President

Title: President - Industry Markets

Name: John M Ivanuska
(Print or Type)

Name: Mike Apinbaur
(Print or Type)

Date: 11/27/02

Date: DEC 13 2002