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## A18. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## A18. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### A18.1 Application

- A. This *Guidebook* applies to long distance message telecommunications service furnished or made available by the Company and its connecting companies, between two or more points which are located in the same Local Access and Transport Area (LATA) within the State of Georgia where the respective rate centers of such points also are located in said State. (T)

### A18.2 General

- A. Long distance message telecommunications service is that of furnishing facilities for communications between stations in different rate centers for either two-point or conference service.
- B. Rates for service between points are based on airline mileage between rate centers. In general, each point is designated as a rate center except that certain small towns or communities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest. Airline mileages between rate centers are determined as provided in A18.5. following.
- C. Long distance message telecommunications rates are not applicable to calls originated and terminated within county boundaries except as specified in D. following.
- D. Long distance message telecommunications rates are applicable to intracounty calls on which the Company quotes time and charges.
- E. For those Local Exchange Companies concurring in this *Guidebook*, the compensation rate found in Section E2. of the Access Service Tariff will apply for Interexchange Carriers, Resellers, AOS providers, and all other entities who complete unauthorized intraLATA calls. (T)
- F. Except as otherwise provided herein, the rates, *terms and conditions* outlined in this Section are in addition to, and are in compliance with, the rates, *terms and conditions* specified in the other applicable sections of this *Guidebook*. (T)

### A18.3 Two-Point Service

#### A18.3.1 Service Between Land Wire Telephones

A. Classes of Service

Service is offered on a Station-to-Station or Person-to-Person basis. The Station-to-Station class of service is furnished on a Customer Dialed Calling Card basis, an Operator Handled basis, or on a Direct Distance Dialing basis.

1. Dial Station-to-Station rates apply only to sent-paid, station-to-station dial type telephone communication.
  - a. Dial type telephone communication denotes a call dialed and completed by the customer from a residence telephone without the assistance of an operator and the call is not billed to a number other than the originating number. The services of an operator will not be used in connection with completing a call, or in furnishing any information or assistance relating to billing or charges for such call, except that an operator will:
    - (1) Reestablish a call which has been interrupted after the called number has been reached or,
    - (2) Reach the called telephone number where facilities are not available for customer dial completion.
    - (3) Record the originating telephone number where no automatic recording equipment is available.
    - (4) Place a call for a calling party who identifies himself as being handicapped and unable to dial the call because of his handicap.
    - (5) Assist in the completion of calls between hearing and speech impaired customers who use Telecommunications Devices for the Deaf (TDD) and users of ordinary telephones.
  - b. Dial Station-to-Station rates do not apply on calls placed from a pay telephone.

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## A18. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### A18.3 Two-Point Service (Cont'd)

#### A18.3.2 Service Through Mobile Telephone Service Base Station

##### A. General

1. The *terms, conditions* and rates set forth below apply for long distance message mobile telephone service furnished through the mobile telephone service base stations specified in Section A17. Such service is in addition to that offered in Section A17, Mobile Telephone Service. (T)
2. Long distance message mobile telephone service is a communication service through a base station between a mobile unit and a land wire telephone located outside the mobile service area associated with such base station, or between two mobile units served through different base stations having different rate centers.
3. Long distance message mobile telephone service also includes service through a mobile telephone service base station between a land wire telephone or mobile unit, and another station which is authorized by the Federal Communications Commission to communicate with the mobile telephone service base station, or between two such other stations.
4. The party on the mobile unit placing or receiving a long distance call shall inform the mobile service operator, upon request, as to the state in which the mobile unit is located at the time of placing or receiving the call.

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## A18. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### A18.6 Toll Stations

#### A18.6.1 General

- A. A toll station is a telephone station provided by the Company for use of the public or of a subscriber in a locality situated outside of an exchange service area to and from which long distance message telephone rates are charged for all messages.
- B. The extension of the Company's plant to these outlying places is necessarily the subject of special consideration in each case. Based on the facts in the case, special conditions designed to protect the general body of rate payers, may be imposed, such as revenue guarantees, construction charges, term contracts, or a combination thereof.
- C. Where the toll station locality becomes a part of an exchange service area and local exchange service is available, contracts for toll station service shall be terminated upon giving the subscriber thirty (30) days notice in writing.
- D. Toll stations are classified as public or private on the basis of the use made of them and the conditions under which they are established.

#### A18.6.2 Public Toll Stations

- A. Public toll stations are installed at the Company's initiative, or at its option for furnishing telephone service to the general public and any use by occupants of the premises in which they are located is incidental to their principal purpose.
- B. The Company will furnish and display such of its standard signs as are necessary to advertise the station properly.

#### A18.6.3 Private Toll Stations

Toll stations for private use may be installed at locations which are not suitable for public toll stations, provided spare facilities are available or can be made available.

#### A18.6.4 Rates

- A. Charges for Messages
  - 1. Between toll stations in the same rate center
    - a. Minimum charge under the long distance rate table (A18.3.1.H.)
  - 2. All other messages
    - a. Regular charge under the long distance rate table (A18.3.1.H.)
- B. Extension Stations

Extension stations will be furnished, where practicable, at the monthly rates and charges applicable to business or residence flat rate extensions, as appropriate in the exchange in which the toll station operating center is located.
- C. Supplemental Service and Equipment

Supplemental service and equipment, where practicable, are furnished at established rates and charges as set forth under other stations of this *Guidebook*.
- D. Nonrecurring Charges

Service connection, move or change charges for toll stations and extensions connected thereto shall be the same as for business or residence main stations or extensions, as appropriate, for the exchange to which the toll station is connected, except that such do not apply to toll stations installed for public use.

(T)

**A18. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**

**A18.8 IntraLATA Long Distance Verification and Emergency Interrupt Service (Cont'd)**

**A18.8.2 Application of Rates and Charges**

- A. No charge will apply if the requesting customer identifies that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency which is operated by the Federal, state or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situations. Such agencies include the local police, state police, fire department, etc.
- B. Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.
- C. If the number verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the charges as specified in A18.3.1.H. apply in addition to the applicable verification and emergency interrupt charges. (T)

1. Verification Request

(a) Each request

<b>Nonrecurring</b>	<b>USOC</b>
<b>Charge</b>	
<b>\$6.45</b>	<b>NA</b>

2. Emergency Interrupt Request

(a) Each request<sup>1</sup>

<b>6.45</b>	<b>NA</b>
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**A18.9 Calling Zone/Local Access and Transport Area (LATA) Calling Plans - Saver Service - Discount Plan (Business)  
(Obsoleted See Section A118.)**

**Note 1:** A charge for a Verification Request also applies.

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## A18. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### A18.13 Calling Plans - Saver Service (Cont'd)

#### A18.13.1 Description of Service (Cont'd)

- D. The service is available to individual line, PBX, Centrex Type Services and Remote Call Forwarding (RCF) Service.
- E. The service is available only where the billing capability exists.
- F. Two-Way WatsSaver service is offered in connection with outward dialed calling as described in C. preceding and with inward customer dialed station-to-station calling. By subscribing to Two-Way WatsSaver service, the customer agrees to be responsible for all outward toll calls (as described in C. preceding) and all incoming intrastate, intraLATA toll calls. The service is offered only where facilities and billing capabilities exist.
- G. WatsSaver service is only available to subscribers originating calls from exchange service provided by a *Company* central office switch. (T)

#### A18.13.2 General Terms and Conditions (T)

- A. The service is not subject to concessions.
- B. A customer may subscribe to only one Section A18. Toll Optional Calling Plan.
- C. Except as otherwise stated in this *Guidebook*, the minimum service period is one month. (T)
- D. Suspension of the service is not allowed.

#### A18.13.3 Use of the Service

- A. Resale or shared use of Saver service is permitted. Use of the service is subject to *terms and conditions* in this Section and in Section A2., with the exceptions of A2.2.1.A. and A2.2.1.B. which restrict the use of service and prohibit payment to the customer by another for use of the service. (T)
- B. The service is offered on an account basis only which would include the number of individual lines, PBX trunks or Centrex Type Services main station lines and network access registers in the account.

#### A18.13.4 Limitation of Service

- A. The service is not available for use with intraLATA only Outward WATS and combined Outward WATS in Section A19., Mobile Telephone Service, and Long Distance Trunk Service. (T)

#### A18.13.5 Nonrecurring Charges

- A. Service Charges as specified in Section A4. apply as appropriate.

#### A18.13.6 Saver Service Options

- A. Discount Plans. For a fixed monthly charge, customers receive a discount in addition to regular MTS discounts. Subscribers may select either of two business or two residence options as appropriate.
  1. Fixed Monthly Charges
    - a. Saver Service - Discount Plan monthly recurring rates are in addition to the usage charges specified in 2. following.
    - b. Method of Determining Monthly Recurring Rates

**A18. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**

**A18.14 Directory Assistance Call Completion Service**

**A18.14.1 Description of Service**

- A. Directory Assistance Call Completion (DACC) is an optional service provided to users of Directory Assistance (DA) Service. DA customers may choose to have the telephone number they are requesting dialed by the DA System.
- B. The service is available to Business and Residence customers except as limited in A18.14.4 following.
- C. Individual message detail is not included as a part of this service.
- D. The service is available only where billing and terminal capability exists.
- E. Customers may request blocking of DACC Calls originating from their telephone lines by contacting the local Company Business Office.

**A18.14.2 General Terms and Conditions**

- A. The service is not subject to concessions. (T)

**A18.14.3 Use of the Service**

- A. The service is furnished subject to all applicable *terms and conditions* in section A2. (T)

**A18.14.4 Limitations of Service**

- A. The service is not available for the following classes of service call categories:
  - 1. UniServ DA number requests
  - 2. Non-Bell Exchange Carrier customers
  - 3. Any Special Line Class Codes
  - 4. (DELETED)
  - 5. Alternately Billed Calls; e.g., Collect, Calling Card, or Billed to Third Number
  - 6. Any PBX type customer who requires real-time notification of charges, i.e., HOBIC
  - 7. Calls from tandems where the end user cannot be identified
  - 8. Calls from *Company* and COCOT Coin Stations (T)

**A18.14.5 Application of Charges and Exemptions**

- A. The charges specified in A18.14.6 following will be applicable to all subscribers.
- B. Chargeable Calls
  - 1. For charging purposes, a DACC completed call is as defined in Section A1.

**A18.14.6 Rates and Charges**

- A. Service Charges
  - 1. Directory Assistance Call Completion Charge

(a) Charge Per Completed Call

<b>Rate</b>	<b>USOC</b>
<b>\$ .00</b>	<b>NA</b>

**A18.15 Reserved for Future Use**

**A18.16 Reserved for Future Use**

**A18.17 Reserved for Future Use**



**A18. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**

**A18.18 Easy Calling Plans**

**A18.18.1 Plan No. 1**

**A. Description of Service**

1. Plan No. 1 is an optional calling plan that is available to residence customers only, subject to the criteria in A18.18.2.A. following. Plan No. 1 allows all direct dialed sent paid (non-operator assisted) intrastate calls that originate and terminate in the customer's home Calling Zone/LATA to be rated at \$.10 per minute rather than the rate schedule shown in A18.3.1.H.1.

**B. Limitations of Subscription**

Plan No. 1 is only available to residential customers that meet one of the following criteria.

1. Contacted by a *Company* representative or Agent of *the Company* and offered the plan. (T)
2. Averaged at least \$3.00 of intraLATA toll billing by *the Company* over the last three months (T)
3. Subscribe to Complete Choice service.

**C. Application of Charges**

1. The initial period for telephone connection between all points is thirty seconds. Additional periods are billed in one-tenth minute increments.
2. Time-of-day discounts specified in A18.3.1.H.3 do not apply to Plan No. 1 calls.
3. Plan No. 1 rates do not apply to the usage charges associated with other optional calling plans, operator assisted calls, or customer dialed calling card calls.
4. Subscription to Plan No. 1 is on a per line basis.
5. Normal service charges specified in Section A4. do not apply for subscribing to this plan, or canceling subscription to this plan. (T)
6. The new rate applies only to calls made after the service effective date for this plan.

**D. Rates and Charges**

1. Rates per residence line

(a) Each	<b>Rate</b>	<b>USOC</b>
	-	<b>OC910</b>

2. Rates per increment of time, per call

	<b>Initial Thirty</b>	<b>Each</b>	
	<b>Seconds</b>	<b>Additional</b>	
		<b>One-Tenth Min.</b>	<b>USOC</b>
(a) Rate Mileage 0 - 10	<b>\$.06</b>	<b>\$.004</b>	<b>NA</b>
(b) Rate Mileage 11 - 16	<b>.07</b>	<b>.006</b>	<b>NA</b>
(c) Rate Mileage Over 16	<b>.05</b>	<b>.01</b>	<b>NA</b>

**A18. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**

**A18.19 BellSouth 25¢ Call Plan**

**A18.19.1 Description of Service**

- A. The 25¢ Call Plan is an optional calling plan that is available to residence customers only. The 25¢ Call Plan provides for message based pricing for 1+ direct distance dialed (DDD) intrastate intraLATA toll calls. Customers are charged \$.25 per call for each eligible intrastate intraLATA toll call. The mileage distance to the location the subscriber is calling and the length of time spent on the call are eliminated as pricing variables for this plan. A monthly recurring charge per line is also assessed.
- B. This service is available only in exchanges served by *the Company* where facilities and billing capabilities exist. (T)

**A18.19.2 Limitations of Subscription**

- A. Subscribers to 25¢ Call Plan are restricted from purchasing either LATA-wide calling plans of Section A3. or other Section A18. optional calling plans on the same line.
- B. The 25¢ Call Plan customers must presubscribe to *the Company* as their intraLATA toll provider. (T)
- C. Subscription to 25¢ Call Plan is on a per line basis.

**A18.19.3 General**

- A. The suspension rules of Section A2.3.16. for access lines are applicable to the 25¢ Call Plan service.
- B. Service charges as specified in Section A4. apply for subscribing or canceling subscription to this plan. (T)

**A18.19.4 Application of Charges**

- A. Subscribers to 25¢ Call Plan service are regularly billed monthly recurring charges in advance. The message charges are billed monthly in arrears.
- B. Time-of-day discounts specified in A18.3.1.H.3. do not apply to 25¢ Call Plan calls. (T)
- C. Long Duration Calls as defined in Section A1. will be billed an additional per call charge for each 24 hour period or fraction thereof, past the second midnight recorded.
- D. Intrastate intraLATA toll calls which are not eligible for this plan will be billed in accordance with A18.3.1.

**A18.19.5 Rates and Charges**

- A. 25¢ Call Plan
  - 1. Residence line

<b>Monthly</b>		
<b>Rate</b>		<b>USOC</b>
<b>\$4.95</b>		<b>P25</b>

- 2. Message (a) Each

<b>Per Call</b>		
<b>Rate</b>		<b>NA</b>
<b>\$.25</b>		

- (a) Each

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## A18. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### A18.20 Reserved for Future Use

### A18.21 Custom Rate Plan

#### A18.21.1 Plan Details

##### A. Description of Service

1. Custom Rate Plan is an Optional Calling Plan offered to residential customers and is applicable to intrastate intraLATA long distance calls originated and terminated in the customer's home state. Eligible calls include those dialed on a Station-to-Station basis (as either Dial, Dial Calling Card, or Operator) or on a Person-to-Person basis.
2. Individual message detail is included as part of this service.
3. This service is available only in exchanges served by *the Company* where facilities and billing capabilities exist. (T)

##### B. Timing of Messages

1. Initial thirty second rates given in the rate schedule in E.3. following are for connections of thirty seconds or any fraction thereof. All additional one-tenth minute rates given in the rate schedule in E.3. following are for each additional one-tenth minute or any fraction thereof that the connection continues beyond the first thirty seconds.
2. The time at the beginning of each billing increment determines the applicable rate period for that billing increment. The time observed at the rate center of the calling station applies, whether the call is originated as sent-paid or collect.
3. On Station-to-Station calls, chargeable time begins when connection is established between the calling station and the called station, Miscellaneous Common Carrier mobile radio system, or PBX system.
4. On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.
5. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
6. Chargeable time does not include time lost because of faults or defects in the service.

##### C. Reversal of Charges (Collect Calls)

1. Collect calls are permissible for all telephone calls provided the charges are accepted at the called station.
2. The regularly established Operator Station-to-Station or Person-to-Person rates of A18.3.1.H.2 apply.

##### D. Rates Applicable on Certain Holidays

On Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, and Labor Day, the holiday rate applicable is the discount rate in E.4. following.

##### E. Rates and Charges

1. There is no monthly recurring charge for this service.
2. Charges for each eligible message are determined as follows:
  - a. The initial billing increment for telephone connections between all points is thirty seconds. Additional billing increments are in one-tenth minute increments. Initial thirty second and additional one-tenth minute rates for all messages are specified in the Basic Rate Schedule Table in 3. following.
  - b. If any portion of a message occurs in the discount rate period, the Basic Rate Schedule charges are discounted, as specified in 4. following.
  - c. For any Dial Calling Card Station-to-Station, Operator Station-to-Station, or Person-to-Person message, the applicable Additional Charges specified in 5. following are added to the Basic Rate Schedule charge.

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## A24. EMERGENCY REPORTING SERVICES

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## A24. EMERGENCY REPORTING SERVICES

### A24.1 Universal Emergency Number Service-911

#### A24.1.1 General (Basic and Enhanced 911)

- A. When requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal emergency number 911 for use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public.
- B. Two types of service are offered, basic 911 and Enhanced 911 Service (E911). Selection of the appropriate service to serve various customers will be made by the Company and the customer and will be based on a thorough analysis of customer needs at each location and on availability of facilities in each area.
- C. Rates and charges for the E911 Service Feature offerings as shown in A24.1.4.D.2. a. are based on costs for municipal and/or countywide E911 Systems and are offered on a tiered pricing structure, based on the number of access lines located within the political boundaries served by the customer, except in the case of E911 Systems which may encompass two or more counties. In this case, each county (or subsystem) will be considered as a separate entity for purposes of determining the appropriate pricing tier. E911 Systems which are essentially municipal and/or countywide but have minor overlapping into another county due to community of interest reasons are considered covered by one pricing tier. (T)
- D. Terminal equipment other than PSAP equipment may be provided by the Company for 911 Service. Where not specifically itemized in this *Guidebook*, said equipment including rearrangements, moves or changes will be provided at rates and charges based on costs. (T)
- E. At the request of any municipality, county or political subdivision (user) subscribing to 911 Service, the Company will spread the payment of the applicable nonrecurring charges for the initial provision or subsequent addition of 911 Service and/or equipment in equal installments, where possible, which shall include all reasonable costs associated therewith, over a period not to exceed 18 months.

Further, upon receipt of notification of a Resolution as provided in Section 46-5-133 of the Official Code of Georgia Annotated, the Company will also bill local exchange customers, on behalf of the user, for the installation, provisioning and operation of an Enhanced 911 system. These charges shall be billed to the local exchange subscribers served by the E911 service on an individual exchange line basis at a rate not to exceed \$1.50 per month, per line. Such charges shall also include all reasonable costs of the Company incurred in association in therewith. Charges collected by the Company for the installation, provisioning and operation of an Enhanced 911 system shall be remitted monthly, less the statutory administration fee. These charges may be billed up to 18 months prior to an Enhanced 911 system becoming operational. These *Guidebook* provisions are subject to the following conditions. (T)

1. These *Guidebook* provisions are applicable only to those local exchange subscribers served by the 911 Service who reside in the Company's serving area. (T)
2. Separate contracts will be negotiated between the Company and the user.
3. No billing is authorized until such time as the Company is in receipt of notification of Resolution as provided in Section 46-5-133 of the Official Code of Georgia Annotated and has received a certification from the user that all legal requirements for the expenditure of funds for the equipment or the installation and operation of the system, or both, have been complied with.
4. The Company will not commence billing the user for a system under provisions of A24.1.1.E until the system subscribed to by the user is operational within the Company's serving area.
5. In those instances wherein the Company has been requested to bill local exchange customers on behalf of the user for the installation, provisioning and operation of an Enhanced 911 system, failure to pay the charge on behalf of the user shall not allow the Company to cut off service to local exchange subscribers.

## **A24. EMERGENCY REPORTING SERVICES**

### **A24.1 Universal Emergency Number Services-911 (Cont'd)**

#### **A24.1.1 General (Basic and Enhanced 911) (Cont'd)**

**E.** (Cont'd)

6. The charges billed on behalf of the user by the Company prior to a system becoming operational will be listed individually on the bill and identified as follows: "Emergency service preparation charge. This charge is billed on behalf of (name of governmental entity)." The charges billed on behalf of the user after a system becomes operational will be listed individually on the local exchange subscriber's bill and identified as follows: "Emergency 911 charge. This charge is billed on behalf of (name of governmental entity)."
7. The ultimate responsibility for paying the sums due under the above contracts is the user and the user will pay any sums not collected under billing to the local exchange subscribers.

#### **A24.1.2 Terms and Conditions**

(T)

- A.** 911 service is provided by the Company where facility and operating conditions permit.
- B.** This offering is limited to the use of central office number 911 as the universal emergency number and only one 911 service will be provided within any geographical area.
- C.** The 911 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number. The customer must subscribe for additional local exchange service at the PSAPs for administrative purposes for placing of outgoing calls and for receiving other emergency calls, including any which might be relayed by Company operators.
- D.** The service is furnished to municipalities and other governmental agencies only for the purpose of receiving reports of emergencies by the public.
- E.** Basic 911 Service is classified as Business Exchange Service and is arranged for one-way incoming service to the appropriate PSAP.
- F.** E911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
- G.** The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
- H.** Temporary suspension of service is not provided for any part of the 911 Service.
- I.** (DELETED)
- J.** The rates charged for 911 Service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.
- K.** The Company's entire liability to any person for interruption or failure of 911 service or E911 service shall be limited to the terms set forth as follows.

The Company and its employees, directors, officers and agents is not liable for any damages in a civil action for injuries, death or loss to persons or property incurred by any person as a result of any act or omission of the Company or any of its employees, directors, officers or agents, except for willful or wanton misconduct, either in connection with developing, adopting, implementing, maintaining or operating any emergency "911" system or in the identification of the telephone number, address, name associated with any person accessing or attempting to access an emergency "911" system or other identifier information.

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## A24. EMERGENCY REPORTING SERVICES

### A24.1 Universal Emergency Number Service-911 (Cont'd)

#### A24.1.2 Terms and Conditions (Cont'd)

- L. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 911 service. (T)
- M. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved may be allowed as set forth in this Section. Where allowances on monthly charges for Service Features of E911 Service are involved, only those Service Features which are affected by the interrupted service shall be considered; and, further, only those access lines on the interrupted portion of a service shall be considered in determining the number of access lines affected. (T)
- N. To the extent permitted by law, each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy 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, location or use of 911 service features and the equipment associated therewith or by any services which are or may be furnished by the Company in connection 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 assessing 911 services hereinafter, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them. In the event the Customer uses 911 equipment not provided by the Company, the Customer shall require the equipment vendor to indemnify the Company for any claims against the Company arising from the failure, malfunction or misuse of the equipment.
- O. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours for 911 Service.
- P. Company serving boundaries and political subdivision boundaries may not coincide. In a Basic 911 configuration if a central office serves telephones located both within and outside the customer's public safety jurisdiction, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by these central offices.
- Q. Application for E911 service must be executed in writing by each customer (a municipality, a local government authority or their duly appointed agent). If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. A negotiated date will be agreed upon with the customer. Should the customer choose to delay the original cut date by more than three months and the system is available for cut, installation charges may be charged effective with the originally scheduled date. Further, the cut date will be renegotiated so as not to interrupt other scheduled cutovers. When an order for 911 service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part, the customer is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.

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## A24. EMERGENCY REPORTING SERVICES

### A24.1 Universal Emergency Number Service-911 (Cont'd)

#### A24.1.2 Terms and Conditions (Cont'd)

(T)

- R.** Any terminal equipment used in connection with E911 Service, whether such equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the Data Management System other than information relating to a number (identified through the Automatic Number identification feature as the source) of an in progress 911 call.
- S.** The customer must furnish the Company, in writing, with its agreement to the following terms and conditions:
1. That at least one PSAP will be provided and staffed on a 24-hour, seven days per week basis.
  2. That the customer accepts responsibility for dispatching, or having others dispatch police, fire, ambulance or other emergency services as required, to the extent as such services are reasonably available.
  3. That the customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the 911 PSAP by calling parties.
  4. That the customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company to be installed. (Applies to E911 Service only.)
- T.** When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E911 serving area. The Company may assist the customer through the provision of information from its records concerning the names, telephone numbers and service addresses of subscribers within the customer's E911 serving area. The following terms define the customer's responsibility in providing this information to the Company:
1. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company by a mutually agreed upon date prior to the effective date of service.
  2. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.
  3. The Company will provide to the customer on request a complete written copy of the master address file to permit customer to verify accuracy of the police, fire, and ambulance PSAP routing designations.
  4. Changes, deletions and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.
  5. The Company will furnish a written copy to the customer for verification showing each change, deletion and addition to the master address file.



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## A24. EMERGENCY REPORTING SERVICES

### A24.1 Universal Emergency Number Service-911 (Cont'd)

#### A24.1.2 Terms and Conditions (Cont'd)

- U. E911 information consisting of the names, addresses and telephone numbers of subscribers whose listings are not published in directories or listed in Directory Assistance Offices may be disclosed in connection with E911 Service whether such service is provided by the Company or any other person. The subscriber has no privacy interests in his telephone number, name, and address in connection with E911 Service. (T)
- V. Emergency Service Numbers (ESNs) are only available as part of the Selective Routing feature. Single and Multi-PSAP customers who desire to use ESNs for administrative purposes may do so as long as they subscribe to Selective Routing. Administrative ESNs can only be used to identify a unique set of responding agencies. For the purposes of this *Guidebook*, a responding agency is defined as a municipality's police, fire, emergency medical service or other appropriate agency. ESNs will not be assigned to specific police precincts, fire stations, emergency medical zones, etc. (T)
- W. The customer is responsible for preparing a map with a complete list of road names and another map that identifies jurisdictional boundaries. This includes the naming and/or renumbering of streets and the assignment of numbers for previously unnumbered property. This information is then merged with Company records to form the initial Master Street Address Guide (MSAG). The customer is provided prints of the MSAG for verification and correction purposes at various intervals in the creation process. The Company may assist the customer through the provision of information from its records concerning the name, telephone numbers and service addresses of subscribers within the customer's E911 serving area.
- X. The following terms define the customer's responsibilities with respect to any information provided by the Company to the customer concerning the Company's subscribers and/or with respect to geographical information or maps:
  - 1. Such information shall be used by the customer solely for the purpose of aiding the customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the customer's E911 serving areas in connection with the customer's provision of E911 services.
  - 2. Customer shall strictly limit access to the information to those authorized employees of the customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
  - 3. Customer shall use due care in providing for the security and confidentiality of the information.
  - 4. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.
  - 5. As soon as customer has completed using the information for the purposes authorized in the *Guidebook* or upon the request of the Company, customer shall return all information and all copies of information to the Company or certify that the information has been destroyed. (T)
- Y. General *Terms and Conditions* located in Section A2. will also apply to this service offering. (T)
- Z. Where a 911 call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 911 call, the quality of the call or any features that may otherwise be provided with 911 Service.
- AA. (Obsoleted, See Section A124)
- BB. Basic 911 cannot be provisioned with any Caller ID service arrangements.

## A24. EMERGENCY REPORTING SERVICES

### A24.1 Universal Emergency Number Service-911 (Cont'd)

#### A24.1.3 Reserved For Future Use

#### A24.1.4 Enhanced Universal Emergency Number Service-E911

##### A. General

1. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes lines and equipment necessary for the answering, transferring and dispatching of public emergency telephone calls by persons within the serving area who dial 911.
2. The E911 customer may be a municipality or other county or local governmental unit, or an authorized agent of one or more municipalities or other county or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire and other emergency services within the telephone central office areas arranged for 911 calling.

##### B. Definition of Terms

###### 1. Additional E911 Exchange Line

A line terminating at a PSAP that is in addition to those engineered that may be ordered by the customer as an optional feature.

###### 2. Alternate Routing (AR)

A feature provided to allow E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service). This is a standard feature of E911 Service.

###### 3. Automatic Location Identification (ALI)

A feature by which the name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Multiple access lines with the same ANI will be identified with the address associated with that ANI. No ALI data is provided when a call is sent to Default Routing (DR). In the case of 911 calls from subscribers of Wireless Carriers that are interconnected to a *Company* 911 Control Office and primary and/or secondary PSAPs equipped with data communications links to *the Company's* ALI database, these Wireless 911 calls will be delivered with a version of the ALI feature that includes certain carrier identification, cell tower or antenna array descriptive data as agreed to by the customer and the Wireless Carrier, and the wireless subscriber's call-back number. This information is consistent with the requirements of FCC Order 94-102 for Phase I Wireless 911 interconnection. The customer is required to make any changes in the MSAG needed to accommodate the Wireless Carrier's loading of their respective Pseudo-ANI (P-ANI) records into *the Company's* 911 database management system when P-ANI records are associated with towers and/or antennas located in the customer's jurisdiction.

(T)

###### 4. Automatic Number Identification (ANI)

A feature by which the calling party's telephone number is forwarded to the E911 Control Office and to the PSAP.

###### 5. Centralized Automated Message Accounting (CAMA) MF Signaling

A signaling protocol for sending 8 digits of ANI from the 911 tandem to the PSAP.

###### 6. Data Management System (DMS)

A system of manual procedures and computer programs used to create, store and update the data required to provide the Selective Routing (SR) and ALI features.

###### 7. Default Routing (DR)

A feature activated when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP. This is a standard feature of E911 Service when equipped with Selective Routing. Four-Party or Rural Service will be default routed. No ANI/ALI data is provided when a call is sent to Default Routing.

## A24. EMERGENCY REPORTING SERVICES

### A24.1 Universal Emergency Number Service-911 (Cont'd)

#### A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

##### B. Definition of Terms (Cont'd)

20. (Obsoleted, See Section A124)

21. Serving Central Office

The Central Office from which a PSAP, either primary or secondary, is served.

22. Universal Emergency Number Service

A telephone exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAPs established and operated by the customer. The lines and equipment specified in this Section that are associated with the service arrangement for the answering, transferring and dispatching of public emergency telephone calls are included. (T)

23. Universal Emergency Number Service Customer

A municipality or other county or local governmental unit or an authorized agent of one or more municipalities or other county or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls, at the minimum for police and fire service.

24. Wire Center

The term "Wire Center" denotes the local telephone dial switching office serving subscribers in a well defined area.

25. Wireless Carrier

A person or entity who provides Commercial Mobile Radio Service (CMRS). The term wireless carrier includes service provided by any wireless real-time, two-way voice communication device, including radio-telephone communications used in cellular telephone service, personal communication service (PCS), or the functional or competitive equivalent. The term does not include service providers whose customers do not have access to 911 or a 911-like service.

##### C. Service Features

1. E911 Service is available in five service feature offerings:

a. Automatic Number Identification

Charges are based on the total number of access lines served by the local switching offices equipped for ANI only.

b. Selective Routing<sup>1</sup>

Charges are based on the total number of access lines served by the local switching offices equipped for SR only.

**Note 1:** When SR is introduced different features may be applied to the SR subsets without being applied to the total access lines served by the local switching office. Thus, where two jurisdictions are served by a local switching office each jurisdiction may select a different feature combination as long as SR is one of the features.

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## A24. EMERGENCY REPORTING SERVICES

### A24.1 Universal Emergency Number Service-911 (Cont'd)

#### A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

##### D. Rates and Charges

##### 1. Messages

- a. The calling party is not charged for calls placed to the 911 number.
- b. Charges for applicable local and/or toll messages transferred over exchange facilities from a PSAP are billed to that PSAP as covered in other sections of this *Guidebook* based on rates applicable from the Central Office serving the PSAP initiating the transfer to the point of termination of the transfer. (T)

## A24. EMERGENCY REPORTING SERVICES

### A24.1 Universal Emergency Number Service-911 (Cont'd)

#### A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

##### D. Rates and Charges (Cont'd)

##### 6. Additions, Moves or Changes

- a. Charges for customer requests that necessitate additions, moves, or changes of access facilities and/or equipment on Company premises will be based upon costs per request. Any additional hardware or PSAP equipment will be at the expense of the subscriber.
- b. Installation of additional network or other facilities to maintain a satisfactory grade of service will be provided by the Company at no additional charge to the customer.
- c. Nonrecurring charges for customer requests that involve an upgrade of the Service Features will be at the amount equivalent to the nonrecurring charges for the new Service Feature package less the nonrecurring charges for the existing Service Feature package.

#### A24.1.5 Wireless E911 Phase 2

##### A. Description of Service

Wireless E911 Phase 2 is only available in combination with Enhanced Universal Emergency Number Service – E911 as specified in A24.1.4 preceding and is subject to the *terms and conditions* specified therein. (T)

In accordance with the FCC's Report and Order 94-102, Wireless E911 Phase 2 provides PSAPs with the wireless E911 caller's location and callback number (CBN) information, as specified by the FCC. The FCC has adopted specific handset-based and network-based location accuracy and reliability solutions standards for the Wireless Service Providers (WSPs).

##### B. General *Terms and Conditions*

1. The Company is not responsible for the location determination technology, the accuracy of the location determination technology, or the investigation or maintenance of said technologies. Only the data required and specified by the FCC in its Report and Order 94-102 will be delivered by the Company to the PSAP. This required data includes the cell site or sector location, the callback number, and the longitude/latitude of the caller. Each customer agrees that delivery, or lack of delivery, of additional data elements which may be provided by the WSP will not be the responsibility of the Company and the Company assumes no responsibility or liability for such information.
2. PSAPs must have all required elements of Wireless E911 Phase 1, utilizing p-ANI routing and cell site/sector location based information, in place before implementing Phase 2. In addition, the following requirements must be met for Phase 2 implementation:
  - a. PSAPs must order both the Extended ALI Display Format and the ALI Database Upgrade for Wireless Phase 2 to accommodate the x/y data provided by Wireless E911 Phase 2 Service. See rates in F. following. (T)
  - b. WSPs must have Position Determining Entity (PDE) and a Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC) in their network.
  - c. WSPs must have obtained an E2 interface to *the Company's* ALI database that complies with the latest issue of Technical Reference 73610. This interface will be used by the WSP to provide Phase 2 data. (T)

##### C. Definition of Terms

##### 1. Callback Number (CBN)

The wireless caller's 10-digit handset telephone number. The CBN is used by the PSAP to reestablish a call in the event the call was prematurely disconnected.

##### 2. E2 Interface

A reference point for a data path that exists between an MPC/GMLC and ESME (the ALI database). The data that traverses the E2 interface is made up of an Emergency Services Position request and the response. The E2 interface is not provided by and is not the responsibility of the Company.

##### 3. Emergency Services Message Entity (ESME)

An entity in the emergency services network which serves as the point of interface to an MSC for common channel emergency services messaging. ESME is another term for the ALI database.

##### 4. Enhanced MF Signaling (EMFS)

A signaling protocol for sending 10 or 20 digits of ANI from the 911 tandem to the PSAP. EMFS is required when an interconnecting wireless service provider selects Phase 2 NCAS mode without WLS911.

## A24. EMERGENCY REPORTING SERVICES

### A24.1 Universal Emergency Number Service-911 (Cont'd)

#### A24.1.5 Wireless E911 Phase 2 (Cont'd)

##### C. Definition of Terms (Cont'd)

###### 5. Mobile Position Center (MPC)

The interface between the wireless network and the ALI databases. The MPC serves as the wireless network entity which retrieves, forwards, stores, and controls position data within the wireless location network. The MPC is not provided by and is not the responsibility of the Company. Global System for Mobile (GSM) communication Gateway Mobile Location Centers (GMLCs) will be treated as MPCs by the Company. (T)

###### 6. Mobile Switching Center (MSC)

The wireless equivalent of a Central Office, which provides switching functions for wireless calls. The MSC is not provided by and is not the responsibility of the Company.

###### 7. Phase 2 NCAS

In this mode the p-ANI and the CBN are both sent to the Selective Router. The trunk between the Selective Router and the PSAP must support transport of two 10-digit numbers.

###### 8. Position Determining Entity (PDE)

The PDE determines the geographic location of a wireless handset when the wireless caller places a 911 call or while the call is in process. The PDE is not provided by and is not the responsibility of the Company.

###### 9. Pseudo-ANI (P-ANI)

A pseudo, non-dialable telephone number assigned to a cell site or to a sector of a cell site to provide location identification for wireless E911 calls.

###### 10. WLS911

The *Company* solution that sends either eight or ten digits of ANI to the PSAP and dynamically updates the static cell site or sector information with the CBN as provided by the WSP. This solution allows PSAPs to comply with the FCC's order without upgrading their PSAP equipment to utilize Enhanced MF signaling. (T)

###### 11. Wireless Service Provider (WSP)

A person or entity that provides Commercial Mobile Radio Service (CMRS). The term wireless includes service provided by any wireless real-time, two-way voice communication device, including radio-telephone communications used in cellular telephone service, personal communication service (PCS), or functional or competitive equivalent. The term does not include service providers whose customers do not have access to 911 or 911-like services.

###### 12. Wireline Compatibility Mode

Occurs when the WSP sends only p-ANI to the E911 tandem. The PSAP receives eight or ten digits of ANI, dependent upon the PSAP Customer Premises Equipment's ability to utilize Enhanced MF. (T)

###### 13. X,Y Coordinates

The longitude and latitude of the 911 wireless caller's location.

##### D. Enhanced MF

Enhanced MF (EMF) is a signaling protocol from the 911 Tandem to the PSAP. Enhanced MF accommodates either ten or 20 digits of ANI. Enhanced MF is not a requirement of Wireless Phase 2 implementation but EMF must be used by PSAPs when an interconnecting Wireless Service Provider chooses the Phase 2 NCAS Mode (as defined in J-STD-036 Annex D, Table D.1.2. and/or D.2.), without WLS911. If an interconnecting WSP chooses a Phase 2 NCAS solution without WLS911, the PSAP's equipment must be 20-digit Enhanced MF capable as described in *the Company's* Technical Reference 73528. The PSAP must request the Company convert them to EMF signaling when preparing to accept Phase 2 calls from a WSP utilizing Phase 2 NCAS without WLS911. (T)

**A24. EMERGENCY REPORTING SERVICES**

**A24.1 Universal Emergency Number Service-911 (Cont'd)**

**A24.1.5 Wireless E911 Phase 2 (Cont'd)**

**E. Wireless E911 Phase 2 Service**

This service is comprised of two components, Extended ALI Display Format and ALI Database Upgrade for Wireless Phase 2. Both components are required for implementation of this service.

1. Extended ALI Display Format

The PSAP's Automatic Location Identification (ALI) display format must be changed to the Extended ALI Display Format to accommodate the longitude and latitude, or x,y coordinates. The provision and delivery of the x,y information to the PSAP requires an E2 interface between the ALI database and the WSP's Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC). The provisioning of the E2 interface is the responsibility of the WSP. (T)

2. ALI Database Upgrade For Wireless Phase 2

The ALI Database Upgrade For Wireless Phase 2 enables the PSAP to query and retrieve wireless caller location information from the Company's Automatic Location Identification (ALI) database. Location information may include cell site sector location, longitude and latitude of the wireless caller's location, and the wireless caller's callback number (CBN). This upgrade will enable the necessary interfaces, software, and databases to permit the wireless caller's location information to be populated in the Company's ALI database and/or retrieved when queried by the customer's PSAP equipment.

**F. Rates and Charges**

1. Per PSAP

	<b>Nonrecurring Charge</b>	<b>Monthly Rate</b>	<b>USOC</b>
(a) Enhanced MF Signaling, per PSAP	\$-	\$-	<i>XTAMF</i>
(b) Extended ALI Display Format, per PSAP	<b>2,200.00</b>	-	<b>XTAL2</b>
(c) ALI Database Upgrade For Wireless Phase 2, per PSAP	-	<b>190.00</b>	<b>XTAP2</b>

## A24. EMERGENCY REPORTING SERVICES

### A24.2 BellSouth 9-1-1 PinPoint Service

#### A24.2.1 General

- A. 9-1-1 PinPoint Service allows a Private Branch Exchange (PBX) switch located on a customer's premises to be trunked directly into an E911 tandem office, delivering the telephone number and location of the PBX end user to the appropriate Public Safety Answering Point (PSAP).
- B. 9-1-1 PinPoint Service is available with BellSouth Primary Rate ISDN (PRI) or 9-1-1 PinPoint Service Local Channels. 9-1-1 Pinpoint Service Local Channels are not required if using BellSouth PRI Service.
- C. 9-1-1 PinPoint Service is only available in jurisdictions where the Company is the 9-1-1 System Service Provider.

#### A24.2.2 Terms and Conditions

- A. 9-1-1 PinPoint Service is furnished subject to the availability of facilities.
- B. Automatic Number Identification (ANI) which is passed to the Company's E911 tandem office by the PBX switch is read, processed and utilized in the manner as if it is provided by any other serving end office in the Company's E911 system.
- C. The emergency agency serving the area may also be involved to update the Master Street Address Guide (MSAG) and to determine the method in which emergency calls from 9-1-1 PinPoint Service locations will be handled.
- D. The following specifications must be met when provisioning this Service:
  - 1. Subscribers to 9-1-1 PinPoint Service must meet all *Company* technical specifications. (T)
  - 2. The PBX switch must be able to transmit ANI using multi-frequency signals. This may require the retro-fitting of existing PBX switches with interfaces which will work with the Company's E911 system.
  - 3. The PBX switch owner/operator must supply the Company with the initial telephone number-to-address data as well as periodic updates.
  - 4. 9-1-1 PinPoint Service is configured on a "per account" basis for Direct Inward Dialing (DID) and grandfathered Primary Rate ISDN (PRI) accounts. All telephone numbers on these accounts must be provisioned with 9-1-1 PinPoint Service. The Customer cannot randomly select which telephone numbers on an account will have the Service. This *term and condition* is not applicable for PRI subscribers billed for 9-1-1 PinPoint Service on a per PRI station number (per TN) basis. (T)
  - 5. Users of 9-1-1 Pinpoint Service are prohibited from provisioning PBX station numbers outside the boundary of the E9-1-1 tandem serving the physical address of the main PBX location. 9-1-1 calls from any telephone numbers provisioned outside the boundary of the serving E9-1-1 tandem would be routed to an incorrect PSAP with no location information. An alternative arrangement could involve PRI terminations from multiple central offices to accommodate a wider geographic area. In that configuration, no PBX station numbers can be provisioned at addresses outside the boundary of the tandem serving the PRI host. The subscribing 9-1-1 PinPoint Service customer is responsible for ensuring that 9-1-1 PinPoint Service is provisioned in a compliant configuration that will ensure that 9-1-1 calls are routed correctly with the correct location information.
  - 6. 9-1-1 PinPoint Service is only available on local exchange services provided by the Company, specifically BellSouth PRI and *the Company's* DID services. The PBX switch must employ *the Company's* Direct Inward Dialing (DID) or BellSouth PRI station numbers. If the PBX is serving subscribers with multiple NPAs, a unique PBX trunk group will be needed for each NPA (whether it be 9-1-1 PinPoint Service Local Channels or PRI). 9-1-1 PinPoint Service is not available on Centrex or "Centrex-like" station numbers. 9-1-1 PinPoint Service is not available on telephone numbers obtained from CLECs or on any IP-enabled services. (T)
  - 7. It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating under such system.



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## A24. EMERGENCY REPORTING SERVICES

### A24.2 BellSouth 9-1-1 PinPoint Service (Cont'd)

#### A24.2.2 *Terms and Conditions* (Cont'd)

- E. The PBX switch owner/operator must install a minimum of two private E911 local channels<sup>1</sup> with the following specifications:
  - 1. This voice grade local channel provides for a communications path between the demarcation point at the customer premises and the serving E911 tandem.
  - 2. The PBX switch owner/operator is responsible for determining that their terminal equipment is compatible with this local channel.
  - 3. Supervision on this 9-1-1 PinPoint Service Local Channel will be loop reverse battery. The battery source is located in the Company's network and will be a nominal -48V (-42.75V to -56.5V dc).
  - 4. The PBX will signal an off hook (or seizure) by providing a loop closure across tip and ring with a maximum resistance of 670 ohms. The Company's serving E911 tandem office will instruct the PBX to forward the called digits "911" or "11" with a momentary battery reversal (wink). The E911 tandem will instruct the PBX to send the calling station's number (ANI) information with a battery reversal (off hook).
  - 5. Additional *terms and conditions* may be applicable as described in Section B3. (T)
  - 6. Required network interfaces are located in Section A14. (T)
- F. Service charges, as specified in Section A4., are applicable.
- G. General *Terms and Conditions* located in Section A2. will also apply to this Service offering. (T)
- H. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 9-1-1 PinPoint Service. The provision of 9-1-1 PinPoint Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
- I. The rates charged for 9-1-1 PinPoint Service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the Service is not functioning properly.

**Note 1:** 9-1-1 PinPoint Service Local Channels are not required with BellSouth PRI.

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## A24. EMERGENCY REPORTING SERVICES

### A24.2 BellSouth 9-1-1 PinPoint Service (Cont'd)

#### A24.2.2 Terms and Conditions (Cont'd)

- J. The Company's entire liability to any person for the interruption or failure of 9-1-1 PinPoint Service shall be limited to the terms set forth in this Section and other Sections. The Company shall neither be liable for damages resulting from or in connection with its provision of 9-1-1 PinPoint Service to any customer subscribing to 9-1-1 PinPoint Service or any person accessing or using 9-1-1 PinPoint Service and nor shall the Company be liable for its provision of any telephone number, address, or name to any entity providing 911 service or to a public safety answering point, unless the Company acted with malicious purpose or in the manner exhibiting wanton and willful disregard of safety or property in providing such services.
- K. Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy 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, location or use of 9-1-1 PinPoint Service features and the equipment associated therewith, or by any Services which are or may be furnished by the Company in connection 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 911 services using 9-1-1 PinPoint Services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.
- L. Each Customer is responsible for assuring that its authorized users comply with the provisions of these terms and the *guidebooks* and that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to the Customer pursuant to these terms. Specifically, each Customer must keep user IDs, passwords, and any security token(s) that may be provided secure from use by any unauthorized individual. The Customer shall also not use the Services in any way that would be or would assist any third party to be in violation of any law or these terms. Each Customer shall comply with all applicable laws, *terms and conditions* in connection with the Services. Finally, the Customer shall provide such information and assistance as are reasonably requested by *the Company* for purposes of facilitating *the Company's* provision of services to the Customer. (T)
- M. When an order for 9-1-1 PinPoint Service and facilities or requests for additions, rearrangements, relocations or modifications or Service and equipment are canceled in whole or in part, the customer may be required to reimburse the Company for all expenses incurred in handling the requests before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- N. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section A2.
- O. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the rate for the Service or facilities provided to the customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the Service.
- P. Other *Terms and Conditions* located in A24.1 preceding will also apply to this Service offering as appropriate. (T)

**A24. EMERGENCY REPORTING SERVICES**

**A24.2 BellSouth 9-1-1 PinPoint Service (Cont'd)**

**A24.2.3 Payment Schedules**

**A. Transfer of Contract**

Service may be transferred to a new subscriber at the same location upon prior written concurrence by the new subscriber as specified in Section A2.

**B. Deferred Payment**

Nonrecurring charges may be deferred or installment billed as specified in Section A2.

**C. Prepayment**

Recurring charges may be prepaid as specified in Section A2.

**D. Cancellation Charges (Early Termination Fees)**

Cancellation charges, otherwise referred to as Early Termination Fees, will be applied where service is removed prior to the expiration of the 60 month contract period<sup>1</sup>.

**E. Moves of Service**

1. When the PBX owner/operator moves 9-1-1 PinPoint Service:

a. Cancellation charges do not apply.

b. Rates in effect will continue uninterrupted.

c. 9-1-1 PinPoint Service nonrecurring charges do not apply as long as the move is within the existing service area boundaries.

d. 9-1-1 PinPoint Service local channel charges apply as appropriate.

**A24.2.4 Rates and Charges**

**A. 9-1-1 PinPoint Service**

1. Installation Charge for Direct Inward Dialing (DID) Service<sup>2</sup>, Per Customer (T)

	Nonrecurring Charge	Monthly Rate	USOC
(a) Up to 1,000 station records, per customer	\$3,600.00	-	E8YN1
(b) 1,001 to 4,000 station records, per customer	4,800.00	-	E8YN2
(c) 4,001 or more station records, per customer	5,900.00	-	E8YN3

2. Monthly Charges for Direct Inward Dialing (DID) Service<sup>1,3</sup>, per 1,000 records (T)

(a) Up to 1,000 station records, per 1,000 records	-	\$178.00	E8Y61
(b) 1,001 to 4,000 station records, per 1,000 records	-	155.00	E8Y62
(c) 4,001 or more station records, per 1,000 records	-	130.00	E8Y63

3. For PRI service per 9-1-1 PinPoint Service customer, per PRI telephone number equipped (per TN)<sup>4</sup>

(a) 1st telephone number	3,100.00	95.00	E8YSE
(b) each additional telephone number	-	.05	E8YTN

**Note 1:** As of May 15, 2010, 60 Month Contract Period rates and charges are not applicable for new subscribers and Cancellation Charges (Early Termination Fees) normally applicable for BellSouth 9-1-1 PinPoint Service will not apply for grandfathered PRI subscribers who retain their existing service arrangement and who agree to convert to the new "per TN" PRI pricing structure.

**Note 2:** As of May 15, 2010, the per 1,000 station records pricing structure and associated Installation Charges will only be available for new DID service.

**Note 3:** As of May 15, 2010, monthly charges based on the per 1,000 station records pricing structure will only be available for DID service. Existing PRI subscribers will be grandfathered as of May 15, 2010 and may retain the 1,000 station records pricing structure as long as they continue the same service at their current location.

**Note 4:** Nonrecurring charges will not apply for grandfathered PRI subscribers who retain their existing service arrangement and who agree to convert to the new "per TN" PRI pricing structure.