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ACCESS SERVICE

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9. Additional Engineering, Additional Labor and Miscellaneous Services

9.1 Additional Engineering

Additional Engineering will be provided by the Telephone Company at the request of the customer or when the Telephone Company determines that Additional Engineering is necessary to accommodate a customer's request.

Additional Engineering is provided when:

- (A) A customer requests additional technical information beyond that normally included by the Telephone Company on the Design Layout Report (DLR) as set forth in Section 6.5.7 and Section 7.1.8.
- (B) Additional engineering time is incurred by the Telephone Company to engineer a customer's specific written request for a customized service or additional engineering activities which are not normally performed in the provision of services under this tariff.

The Telephone Company will notify the customer that Additional Engineering charges, as set forth in 9.1.1 following, will apply before any additional engineering is undertaken. When it is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of the Telephone Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%.

9.1.1 Charges for Additional Engineering

The charges for additional engineering are shown as in Section 20.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.2 Additional Labor

Additional labor is that labor requested by the customer on a given service and agreed to by the Telephone Company. The Telephone Company will notify the customer that additional labor charges will apply before any additional labor is undertaken. Additional labor charges apply to the services described in 9.2.1 through 9.2.6. Charges for additional labor will apply per order submitted

(N)  
(N)

Normally scheduled working hours are an employee's scheduled work period on any given business day which totals eight (8) hours.

9.2.1 Overtime Installation

Overtime installation is that Telephone Company installation effort outside of normally scheduled working hours.

9.2.2 Overtime Repair

Overtime repair is that Telephone Company maintenance effort performed outside of normally scheduled working hours, but on a normally scheduled workday. Premium time is Telephone Company installation or maintenance effort outside a normally scheduled workday.

9.2.3 Stand By

Stand by includes all time in excess of one-half (1/2) hour during which Telephone Company personnel stand by to make installation acceptance tests or cooperative tests with a customer.

9.2.4 Testing and Maintenance with Other Telephone Companies

Additional labor charges apply for additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies. This is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Telephone Company.

9.2.5 Testing Services

Testing services other than those described in other parts of this tariff will be provided at the hourly rates described if requested by the customer. Testing will be provided subject to the availability of equipment and qualified personnel.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.2 Additional Labor (Cont'd)9.2.6 Other Labor

Other labor is that additional labor incurred to accommodate a specific customer request that involves labor which is not covered by any other section of this tariff. It also covers additional labor necessary to meet customer requests as described in Section 5.2.6.

9.2.7 NID Replacement

The Telephone Company terminates its facilities at customers' premises in a Network Interface Device, or NID. The NIDs used by the Telephone Company are industry standard equipment at the time they are installed. When a customer requests that the Telephone Company replace a NID with a newer model to enable the use of an interstate service, the Telephone Company will charge a NID Replacement Charge.

The NID Replacement Charge includes the labor and equipment needed to replace a simple NID capable of connecting one or two pairs of copper facilities to the Telephone Company's network. If the customer desires to replace a NID that connects more than two pairs of copper to the network, the Telephone Company will charge a NID Replacement Charge for each 2 lines of the NID's capacity. If the customer requests a specialized installation or NID replacement outside normally scheduled working hours, appropriate labor charges described in Section 9.2.1 through 9.2.6 will also apply.

9.2.8 Charges for Additional Labor

The charges for additional labor are shown in Section 20.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.3 Miscellaneous Services

9.3.1 Maintenance of Service

- (A) The customer will be responsible for reporting troubles sectionalized to Telephone Company facilities and/or equipment. When trouble cannot be clearly sectionalized to the Telephone Company facilities and/or equipment, the Telephone Company will test cooperatively or independently to assist in trouble sectionalization.

When a customer reports trouble to the Telephone company for clearance and no trouble is found in the Telephone Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge for the period of time from when the Telephone Company personnel are dispatched to the customer's or customer's end user premises to when the work is completed. Failure of Telephone Company personnel to find trouble in Telephone Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

- (B) The customer shall be responsible for payment of a Maintenance of Service charge when the Telephone Company dispatches personnel to the customer's premises, and the trouble is in equipment or communications systems provided by other than the Telephone Company or in detariffed CPE provided by the Telephone Company.

A Maintenance of Service charge is also applicable for "call outs" after hours to test at the central office when the trouble is found to be in the equipment or communication systems provided by other than the Telephone Company.

In either (A) or (B) preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.

- (C) The charge for Maintenance of Service are as follows:

Maintenance of Service  
Periods

Per Technician

Per occurrence

The charges for Maintenance of Service are the same as those set for Additional Labor as set forth in 9.2 preceding.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.3 Miscellaneous Services (Cont'd)

9.3.2 Programming Services

- (A) Programming charges apply when a request by a customer for information concerning the access services provided to the customer result in the creation of new computer software or the modification of existing software in order to provide the requested information.

The Telephone Company will notify the customer that additional programming charges will apply before any additional programming is undertaken.

- (B) The charges for Programming Service are shown in Section 20.

9.3.3 Presubscription

Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an IC to access for 1+ InterLATA calls. It also applies to agents for Public and Semipublic Pay Telephone service whereby the agent may select an IC for the routing of 0+ calls. This IC is referred to as the end user's or agent's predesignated IC.

The regulations and charges pertaining to Presubscription of residence and business lines and/or trunks are set forth in CC Docket 83-1145, Phase I, Memorandum Opinion and Order, Appendix B, adopted by the Federal Communications Commission on May 31, 1985 and released on June 12, 1985. A copy of the Order with all Appendices is available for inspection at the main building of the Federal Communications Commission and can also be obtained from the FCC's commercial contractor. Regulations and charges for Presubscription set forth in this section are in compliance with the Order. Guidelines established in this Order are used to provide Presubscription of Public and Semipublic Pay Telephone Service.

Should a customer want to use other services of the same or another IC, it will be necessary for the customer to dial the necessary access code(s) (i.e., 10XXX) to reach that IC's service(s).

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.3 Presubscription (Cont'd)(A) End User/Agent Notification and Equal Access Balloting Process

Approximately 90 days prior to the introduction of equal access (Feature Group D) in a serving end office, the Telephone Company will notify all affected end users and agents of the availability of equal access. The end user or agent will be directed to designate a primary IC by the use of an equal access ballot to be returned to the Telephone Company within approximately 45 days after the mailing date. An end user or agent has the option of independently contacting the IC to make arrangements for presubscription to the IC's service.

The equal access ballot will include all the names of ICs participating in the presubscription process. The IC listed on a pay telephone ballot will be the 0+ carrier. ICs are required to place an order for Feature Group D in accordance with the regulations set forth in Section 6.5.9 preceding.

An agent may designate an IC for the 0+ traffic from a pay telephone. The 1+ traffic from the pay telephone may be handled by the selected 0+ carrier if the carrier handles 1+ traffic, by a secondary service provider designated by the 0+ carrier, or by the default carrier if the 0+ carrier has made no arrangements with the Telephone Company to receive 1+ pay telephone traffic.

Customers may select only one primary IC for each access line or multiline hunt group through the ballot process. Multiline hunt group end users will be given the opportunity to select more than one primary IC by contacting the Telephone Company. Customers may designate that they do not want a primary IC by notifying the Telephone Company. This choice is considered a valid selection and the nonrecurring charge as set forth in 9.3.3(F) following will apply to any subsequent change made after the equal access conversion date.

New end users or agents who are served by end offices equipped with Feature Group D will be required to presubscribe to an IC at the time they place an order with the Telephone Company for Telephone Exchange Service. A confirmation notice will be sent to end users or agents who verbally place an order for service identifying the IC selected. There will be no charge for this initial selection. New end users or agents will have thirty days from the date the initial selection is made to change their choice of an IC without charge.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.3 Miscellaneous Services (Cont'd)

9.3.3 Presubscription (Cont'd)

(B) Allocation Process

An IC must notify the Telephone Company of its intent to participate in the allocation process 52 days prior to the end office conversion to equal access. The IC must also identify whether it will participate in the allocation of business lines, residence lines, or Public/Semipublic Pay Telephones or any combination.

The Telephone Company will tabulate the initial ballots received from the end users and agents, described in 9.3.3(A) preceding, and the IC customer lists, described in 9.3.3(C) following. The percentage of end users and agents who have selected a participating IC will be determined from these ballots and lists. These percentages will be used for the allocation of end users and agents who did not respond to the initial ballot or appear on an IC list. The percentages used for allocation will be determined approximately five days after end office conversion. A second ballot, indicated in 9.3.3(A) preceding, will be sent to end users and agents who have been tentatively allocated to an IC.

Separate allocation processes will be used for residence, business and Public and Semipublic Pay Telephone lines. The number of end users and agents designating an IC by returning the ballot or appearing on an IC end user and/or agent list will be totaled. This total will be utilized to compute the percentages used for allocation of residence and business customers and Public/Semipublic Pay Telephone Customers.

If an IC participating in the ballot process notifies the Telephone Company that it does not wish to participate in the allocation process, the percentage of customers allocable to that nonparticipating IC will be allocated to the remaining ICs.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.3 Miscellaneous Services (Cont'd)

9.3.3 Presubscription (Cont'd)

(C) Interexchange Customer Lists

The Telephone Company will accept from the IC a list(s) of end users or agents that have made individual arrangements with that IC to become their primary IC. The IC must submit a Telephone Company end user or agent enrollment form listing these end users or agents. The end user or agent enrollment form must be accompanied by a document affirming that the IC does, in fact, have, or has instituted steps designed to obtain, signed letters of agency from the end users or agents designating the IC to act as the end user's or agent's agent for the presubscribing process. The IC will accept responsibility for any billing disputes arising from implementation of its end user or agent lists.

(D) End User Choice Discrepancy

An IC is required to certify at the time it submits end user and/or agent lists to the Telephone Company that it has on file, or has instituted steps designed to obtain signed letters of agency or confirmations of choice from the end user or agent. The IC is not required to submit letters of agency when submitting end user or agent lists to the Telephone Company, but should maintain the confirmations or letters on file for use in dispute resolution. The IC should request written confirmation of choice from its customers no later than the date of submission of its first bill to the customer.

When an end user or agent indicates more than one PIC per line or returns an illegible ballot, the Telephone Company will contact the end user or agent for clarification.

When the Telephone Company identifies a conflict between a ballot and an IC list, or between lists submitted by two or more ICs, the Telephone Company will notify, within 10 days, all affected ICs via a conflict report. Those ICs not involved in any conflicts will receive a zero conflict report from the Telephone Company.

When an end user or agent returns a ballot to the Telephone Company and also appears on a conflicting IC customer list, the ballot takes precedence. If an end user or agent appears on two or more IC customer lists, the end user or agent will be allocated along with the nonrespondents to the initial ballot. A letter sent with the second ballot will inform the end user or agent that there exists a conflict between two or more ICs and a selection must be made by the deadline of the second ballot, unless the allocated IC indicated is the end user's or agent's choice.



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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.3 Presubscription (Cont'd)(E) Balloting and Allocation Procedure for Public and Semipublic Pay Telephones

The balloting and allocation process is a procedure whereby an agent of Public and Semipublic Pay Telephone service may select and designate to the Telephone Company an IC to access, without dialing an access code, for 0+ interLATA calls. This IC is referred to as the agent's primary IC. The 1+ interLATA calls from a pay telephone will be handled by the agent's primary IC if the IC handles 1+ traffic, by a secondary service provider selected by an agent's primary IC, or by the default carrier if the agent's primary IC has made no arrangements for handling 1+ traffic from a pay telephone.

If the agent's primary IC elects not to submit an order for its 1+ interLATA sent-paid traffic or fails to select a secondary service provider to handle its 1+ interLATA calls from the Telephone Company's pay telephones, the 1+ interLATA coin sent-paid traffic will continue to be routed to the existing 1+ default carrier (provided such carrier continues to accept it) until the 0+ carrier notifies the Telephone Company as set forth in Section 13 following.

The Telephone Company will notify agents of Public and Semipublic Pay Telephones of the availability of equal access through the mailing of an Equal Access Ballot. The mailing of the initial ballots will take place 90 days prior to conversion.

Agents of Public and Semipublic Pay Telephones will be requested to return their respective ballot to the Telephone Company within 45 days from the receipt of the ballot.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.3 Presubscription (Cont'd)(E) Balloting and Allocation Procedure for Public and Semipublic Pay  
Telephones (Cont'd)

An IC obtaining service commitments from agents directly, must obtain signed authorization from those agents. The IC will be required to provide that authorization to the Telephone Company within 15 days of the Telephone Company's request for the resolution of disputes.

Agents of Public and Semipublic Pay Telephones who have not made a primary IC selection, either through the Payphone Equal Access Ballot, or directly with an IC, will be sent a second ballot by the Telephone Company 30 days after the conversion date.

The Telephone Company will tabulate the initial ballots received from the agents and the IC customer lists. The percentage of agents who have selected a participating IC will be determined from these ballots and lists. These percentages will be used for the tentative allocation of agents who did not respond to the initial ballot or appear on an IC list. The percentages used for allocation will be determined approximately five days after end office conversion.

If an IC participating in the ballot process notifies the Telephone Company that it does not wish to participate in the allocation process, the percentage of customers allocable to that nonparticipating IC will be allocated to the remaining ICs.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.3 Presubscription (Cont'd)(F) PIC Charge Application

Initial end user and agent selection of a PIC by ballot or appearing on an IC list will not incur a charge. A change of PIC selection prior to the end office conversion will not incur a charge. Notification of a change in a PIC may be coordinated by the end user or agent with either the IC selected or the Telephone Company. Within six months after conversion to equal access, an end user or agent allocated to an IC may elect to change to another IC at no charge, on a one-time basis. After the six-month period has elapsed, a nonrecurring charge, in Section 20, will apply. After conversion to equal access, end users and agents who selected an IC by returning the initial ballot will be charged for each change made.

In end offices converted to Equal Access new end users, and agents of Public and Semipublic Pay Telephones, and multi-party end users who upgrade to individual lines must presubscribe to the PIC of their choice at the time an order is placed for service. Upon the end user or agent's selection of the PIC, at the time of placing an order, a confirmation notice will be sent identifying the IC selected. From the date of the confirmation notice, they will have 90 days to change their presubscription selection without a charge. If a PIC is not chosen at the time the order for service is submitted, the end user or agent will be sent a confirmation notice which contains a list of ICs with FGD and will be informed that they have 90 days to contact the IC of their choice or the Telephone Company for the PIC arrangement. If notice is received by the Telephone Company within 90 days of the in-service date for local service or upgrade, no charge will be billed to the end user or agent. If notice is received after 90 days, the end user or agent will be billed a nonrecurring charge in Section 20. Until the end user or agent receives service from the selected IC, it may access the IC of its choice by dialing the appropriate 10XXX carrier identification code.

The Presubscription Change Charge is a nonrecurring charge that varies based on the type of PIC Change order that is submitted. Rates for manually submitted orders will typically be higher than rates for electronically submitted orders. When a customer requests only an interLATA PIC Change, the interLATA Presubscription Change Charge from this tariff will apply. When a customer requests both interLATA and intraLATA Presubscription changes to the same phone number on the same order, a lower rate applies from this tariff and an intraLATA Presubscription Change Charge may be applied under the Telephone Company's appropriate intrastate tariff.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.3 Presubscription (Cont'd)(F) PIC Charge Application (Cont'd)

Orders submitted using a mechanized interface to the Telephone Company's service order system or other electronic processing system are considered electronically submitted changes. Orders submitted via fax, email, regular mail, or telephone are considered manually submitted changes.

The rates for Presubscription Change Charges are found in Section 20, following.

The Telephone Company will make post conversion changes in the end user's or agent's PIC assignment pursuant to an IC provided list of customers, accepted by the Telephone Company under conditions set forth in (C) and (D). Should an end user or agent dispute authorization of the change in PIC assignment, and if the IC cannot produce a letter of agency or confirmation from the end user or agent, the IC will be billed two PIC charges: one unauthorized PIC change charge, in Section 20, for the change to the disputed IC; and one PIC change charge, in Section 20, for restoring the end user's or agent's prior IC assignment. If the IC produces the letter of agency or confirmation of choice within 15 days of the Telephone Company request, the end user or agent will be billed two PIC charges in Section 20 in lieu of charges to the IC. Charges are only applicable if a change in an end user's or agent's IC selection has actually been implemented in the switch.

The standard format for Letter of Authorization (LOA) processing of PIC changes requested by an IC is electronic (i.e., Magnetic Tape or Network Data Movers). The specifications for the standard format of information is identified in the procedures for Customer Account Record Exchange (CARE), industry support interface, maintained by Alliance for Telecommunications Industry Solutions (ATIS) as part of the Ordering and Billing Forum (OBF) workgroup. A nonrecurring charge per telephone number as set forth in 20.1.7, 20.3.7, 20.3.7, 20.4.7 or 20.5.7 following will apply to an IC submitting paper or fax LOAs. This charge will not apply if the Telephone Company is unable to accept electronic LOA information.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.3 Miscellaneous Services (Cont'd)

9.3.3 Presubscription (Cont'd)

(G) IC CIC Consolidation

IC requests to consolidate multiple CICs (Carrier Identification Codes) will be subject to an IC CIC Consolidation Charge. This charge is only assessed when all lines or trunks associated with the former CIC(s) are changed on a one-time realignment basis within the Telephone Company's databases at a nationwide level to a single existing CIC. Requests for an IC CIC Consolidation must be provided to the Telephone Company in writing, but no ASR Ordering Charge is applicable for this request.

The IC CIC Consolidation charge does not apply to normal PIC change activity, whereby carrier selection is changed and no consolidation of CICs occurs.

The Telephone Company will negotiate a due date for an IC CIC Consolidation with the IC. It is the sole responsibility of the IC to notify affected end users of the change.

If an IC elects to change a CIC due to surrendering a CIC to the North American Numbering Plan (NANP) Administrator for reassignment, the IC CIC Consolidation Charge will be waived. The waiver is applied only when the IC surrenders the CIC on a nationwide basis. Additionally, the CIC must be relinquished within ninety (90) days from the completed conversion date. Confirmation of relinquished code(s) must be in writing and come from the NANP Administrator.

(H) Multiparty End Users

Multiparty end users will continue with the same IC service arrangement which existed prior to the end office conversion. However, multiparty end users may access the IC of their choice by dialing the appropriate 10XXX carrier identification code. In certain suitably equipped end offices two-party customers may subscribe to the IC of their choice.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.3 Presubscription (Cont'd)(I) Cancellation of an IC Participation

If an IC cancels all of its FGD service in the converting end office prior to the conversion date or discontinues all of its FGD service within two years after the introduction of FGD in the converting end office, the IC is obligated to do the following:

- (1) Notify the Telephone Company of the cancellation of their FGD service, and
- (2) Contact in writing all end users and agents who have selected, or been allocated to, the canceling IC as their PIC, inform these end users and agents of the cancellation, request the end users and agents to select a new PIC, and state that the canceling IC will pay the nonrecurring charge as set forth in Section 20. The Telephone Company will bill the canceling IC for a period of two years from the discontinuance of FGD service, the nonrecurring charge as set forth in Section 20 for each end user and agent this IC has currently designated to it. Such charge will not apply to the canceling IC where the canceling IC transfers or assigns its FGD services and the associated 10XXX code to another IC in such manner that the Telephone Company does not change end user or agent records or if another IC elects to pay the nonrecurring charge on behalf of the canceling IC.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.3 Presubscription (Cont'd)(J) Liability of the Telephone Company

If through the fault of the Telephone Company, the end user or agent is not subscribed to its chosen PIC, the nonrecurring charges in Section 20 do not apply to reassign the end user or agent to his chosen PIC.

(K) IC Desired Due Date (ICDDD) for PIC Installation

An IC may request a desired due date for PIC installation for a specific, single end user or agent acting on behalf of an end user post equal access conversion. This ICDDD is a mutually agreed upon negotiated due date, determined to be between 3 and 45 business days from the date of receipt of the order. The IC must coordinate the ICDDD with the Telephone Company prior to sending in the first order.

The ICDDD does not apply to routine lists provided by the IC, as set forth in 9.3.3(C) and (D). The Nonrecurring Charge for Primary Interexchange Carrier, as set forth in 9.3.3(F), applies to each line converted to the IC requesting ICDDD. This charge will be billed to the IC's end user customer.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.3 Presubscription (Cont'd)(L) End User/Agent Lists(1) Presubscription List

Prior to conversion to equal access (i.e., introduction of FGD in an end office switch) an IC may request a list of the Telephone Company's end users and agents of record served from that end office switch. The Presubscription List will be provided as follows:

- (a) The Telephone Company will provide a list from its customer data base. The list may be provided on magnetic tape, electronic transmission, or paper printout, at the option of the IC, at rates provided in Section 20. Foreign listings, PBX stations, CU Centrex stations and numbers not in service will not be provided.
  - (i) The initial list will be provided to the IC no later than 30 days after receipt of the order and payment by the IC of charges in Section 20. The nonrecurring charge for the initial list applies per state, per order. A single order may contain all end offices within a state having the same equal access conversion date. The telephone number will not be provided if an end user or agent has a nonpublished number.
  - (ii) The Account Activity List, which includes a listing of all changes to the customer data base, since the initial list was produced, will be provided on a cyclic basis. The Account Activity List will only include information for those end users and agents that are presubscribed to the IC (including end users and agents with nonpublished numbers) for the sole purpose of updating the IC's customer account information. There is no charge for this list.



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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.3 Presubscription (Cont'd)(L) End User/Agent Lists (Cont'd)(1) Presubscription List (Cont'd)

- (b) The IC agrees to use the Initial and Account Activity Lists for the sole purpose of either contacting potential customers/agents, or existing customers/agents, regarding interexchange telecommunications services available through equal access to be obtained from the Telephone Company or for the purpose of updating IC customer/agent account information. The IC agrees not to sell, or reproduce in any manner, in whole or in part, the lists or permit such to be done.
- (c) The IC shall indemnify, protect and save harmless the Telephone Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgement for damages which may arise out of the Telephone Company's supplying of listing information, services or records.
- (d) The Telephone Company and the IC agree that the mutual objective of the parties is to conduct their respective businesses to avoid confusion by the end users and agents as to the separate and independent identity of the respective companies and their services. Neither the Telephone Company nor the IC shall make any representation to end users, the public, prospective advertisers, expressed or implied, written or oral, which would imply that the IC is the same as, a part of, or associated with the Telephone Company.
- (e) This service may be terminated by either the Telephone Company or the IC upon thirty (30) days' written notice. The Telephone Company reserves the right to terminate this service immediately upon written notice if the IC misuses the list information. Performance by the Telephone Company shall be excused in the event of a strike, riot, act of God or any other cause beyond the reasonable control of the Telephone Company.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.3 Miscellaneous Services (Cont'd)9.3.3 Presubscription (Cont'd)(L) End User/Agent Lists (Cont'd)(2) Allocation Lists

(a) The Telephone Company will provide to the IC, at no charge, a list of end users and agents that have been allocated to the IC as described in 9.3.3(B). This list will be provided after the Balloting and Allocation process occurs.

(b) A list of all end users and agents who have been allocated, in accordance with 9.3.3(B), will be available to an IC upon request. Charges in 9.3.3(L)(1) will apply. The nonrecurring charge for the Allocation List applies each time the IC orders the service. A single order may contain all end offices within a state having the same equal access conversion date.

(3) Snapshot List

The Snapshot List is a summary of selected end user and agent information for specific IC which resides in the Telephone Company customer data base. The Snapshot List may be provided on magnetic tape, electronic transmission, or paper printout, at the option of the IC, at rates provided in Section 20. Foreign listings, PBX stations, CU centrex stations and numbers not in service will not be provided.

The Snapshot List will be provided to the IC no later than 30 days after receipt of the order. The nonrecurring charge for the Snapshot List applies per state per order.

The purpose, liability, and objectives associated with the provision of the Snapshot List is in 9.3.3 (L)(1)(b) through (e).

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.3 Miscellaneous Services (Cont'd)

9.3.4 International Blocking Service

The Telephone Company will provide International Blocking Service to customers who obtain local exchange service from the Telephone Company and to customers who obtain Feature Group A Switched Access service under this tariff. This service is only provided at appropriately equipped Telephone Company end offices.

On each line or trunk for which International Blocking Service is ordered, the Telephone Company will block all international direct dialed calls that use the call sequence of 011+ or 10XXX - 011+. When capable, the telephone company will route the blocked calls to a recorded message.

An International Blocking Service charge per order as set forth in Section 20 following is applicable for each new or existing exchange line or trunk or Feature Group A Switched Access line to which International Blocking Service is added or removed. This charge does not apply when blocking is removed from an exchange line or trunk or Feature Group A Switched Access line that is disconnected.

9.3.5 Billing Name and Address Service

The Telephone Company will, upon request, provide Billing Name and Address Service (BNAS) for customer provided ten digit end user telephone numbers. The BNAS will be provided only when the customer requires the information to bill a call.

A standard format for the receipt and provision of telephone number and billing name and address information will be established by the Telephone Company. Charges for each BNAS searched for and found or searched for and not found will be billed at rates in Section 20. BNAS will be provided via magnetic tape, electronic transmission, or paper format, at the option of the customer, at rates in Section 20.

The customer must order BNAS and provide test data tape at least 30 days prior to delivery of the first customer order.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.3 Miscellaneous Services (Cont'd)

9.3.5 Billing Name and Address Service (Cont'd)

The frequency for receipt of the customer provided orders will be no more than twice monthly and at intervals mutually agreed upon between the Telephone Company and the customer. The customer provided end user telephone numbers will be programmed by the Telephone Company with the proper end user's billing name and address contained in the Telephone Company's file at that time. BNAS for nonlisted/nonpublished end user telephone numbers will not be provided.

The output records will be sent to the customer via first class U.S. Mail. The output records will normally be made available for mailing ten workdays after receipt of the customer order or at an interval mutually agreed upon. Availability may be delayed in case of input errors in the customer provided order. The customer may request data be transmitted. Data transmission charges will be determined on an ICB. Data transmission hardware and software specifications will be mutually agreed upon by the Telephone Company and the customer.

BNAS detail will not be retained by the Telephone Company longer than 45 days. If the customer requests that the output be made available on a second occasion, such request must occur within 30 days from the date the first was made.

Any customer, provided BNAS pursuant to this tariff, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of published and nonpublished telephone numbers, and further agrees to use the information contained therein only for the purpose of billing for services provided to their end users.

The Telephone Company will not disclose the billing name and address information of any end user subscriber who has affirmatively withheld consent for disclosure of Billing Name and Address Information.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.4 Additional Testing

The Telephone Company will perform acceptance testing as specified in Section 6.5.10 and Section 7.1.6 preceding to ensure that services ordered by the customer are functioning properly, prior to turning over such services to the customer. In addition, the Telephone Company will perform ongoing tests as specified in Sections 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5, and 6.3.6 preceding to assure the continued satisfactory performance of Switched Access Services ordered by the customer.

Testing offered under this section of the tariff is in addition to those tests described above and will be provided, when requested by the customer, at an additional charge.

Testing is provided by the Telephone Company personnel at Telephone Company locations. However, provisions are made in 9.4(A)(5) and 9.4(B)(2) following, to allow a customer to request Telephone Company personnel to perform testing at the customer designated premises or the end user premises.

Additional testing is provided on a scheduled or nonscheduled basis. Scheduled testing shall be performed on a predetermined time basis to allow for cost efficient utilization of Telephone Company and customer resources. Scheduled testing should be based on a one year period. Nonscheduled tests are performed by the Telephone Company on a request-by-request basis, not in conjunction with any fixed schedule.

The offering of testing under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in (A) and (B) following.

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ACCESS SERVICE

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.4 Additional Testing (Cont'd)9.4.1 Switched Access Testing

Testing for Switched Access is comprised of (a) tests which are performed during the installation of Switched Access (i.e., acceptance tests) and (b) tests which are performed after acceptance of such Switched Access by a customer (i.e., in-service tests).

These tests are performed on a scheduled or nonscheduled basis, and may be conducted on an automatic, cooperative, or manual basis, as defined in (A), (B), (C), (D), and (E) following.

(A) Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing (ACAT) of Switched Access involves the Telephone Company provision of a technician at its office(s) and the customer provision of a technician at its CDP, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Testing may apply when the customer requests additional tests not specified in Section 6.5.10.

The labor charges as set forth in 9.2.7 will apply to Additional Cooperative Acceptance Testing at the appropriate Basic, Overtime, or Premium rate.

(B) Automatic Scheduled Testing

Automatic Scheduled Testing (AST) of FGB, FGC, FGD and SAC Access Service, is provided, as specified in Sections 6.3.2, 6.3.3, 6.3.4, 6.3.5, and 6.3.6, where the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent. AST charges will apply when such testing is requested on a more frequent basis than is provided for in accordance with the Telephone Company's Central Office Maintenance Planning System (COMPS). The customer may specify a more frequent schedule of tests at least sixty days prior to the start of the prescribed schedule. Trunks from a Telephone Company digital switch, to a customer digital switch, utilizing digital facilities, are excluded from mandatory routine testing. The rates, as set forth in Section 20, will apply to additional AST.

The Telephone Company will provide a monthly AST report that lists the trunks within each Central Office access group that failed to meet established requirements. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis. A monthly report that lists the test results will be provided to the customer.

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ACCESS SERVICE

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.4 Additional Testing (Cont'd)

9.4.1 Switched Access Testing (Cont'd)

(C) Additional Cooperative Scheduled Testing

Additional Cooperative Scheduled Testing (ACST) of FGA, FGB, FGC, FGD and SAC Access Service occurs when the Telephone Company provides a technician at its office(s) and the customer provides a technician at its customer designated location, with suitable test equipment to perform the required tests. ACST charges will apply when loss/noise/balance testing or gain-slope testing is requested on a more frequent basis than is provided for in accordance with the Telephone Company's Central Office Maintenance Planning System (COMPS). ACST charges also apply when additional tests are requested for FGA, FGB, FGC, FGD, and SAC Access Service that are not specified in Section 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5, or 6.3.6 respectively. The customer may specify a more frequent schedule of tests sixty days prior to the start of the prescribed schedule. The rates, as set forth in Section 20, will apply for additional ACST.

The Telephone Company will provide, on a quarterly basis, an ACST report that lists the test results and the number of trunks that passed or failed. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

(D) Additional Manual Scheduled Testing

Additional Manual Scheduled Testing (AMST) of FGA, FGB, FGC, FGD or SAC Access Service occurs when the Telephone Company provides a technician at its office(s) and at the customer designated location. AMST charges will apply when loss/noise/balance testing or gain-slope testing is requested on a more frequent basis than is provided for in accordance with the Telephone Company's Central Office Maintenance Planning System (COMPS). AMST charges also apply when additional tests are requested for FGA, FGB, FGC, FGD or SAC Access Service that are not specified in Sections 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5, or 6.3.6 respectively. The customer may specify a more frequent schedule of tests sixty days prior to the start of the prescribed schedule. The rates as set forth in Section 20 following will apply to additional AMST.

The Telephone Company will provide, on a quarterly basis, an AMST report that lists the test results and the number of trunks that passed or failed. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

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ACCESS SERVICE

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.4 Additional Testing (Cont'd)9.4.1 Switched Access Testing (Cont'd)(E) Nonscheduled Testing

Nonscheduled Testing (NST) will be performed "on demand" which results in the measurement of Switched Access. NST charges will apply only when testing is requested more frequently than is provided for in accordance with COMPS, or when a specific test is requested that is not normally performed. Tests for Switched Access which are normally performed are contained in Sections 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5, or 6.3.6. Nonscheduled Testing (NST) of Switched Access may consist of the following testing arrangements:

- the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent (automatic testing), or (USOC - USCXT)
- the Telephone Company provides a technician at its office(s) and the customer provides a technician at its customer designated premises with suitable test equipment to perform the required tests (cooperative testing), or (USOC - USSXT; USSOT; USSPT)
- the Telephone Company provides a technician at its office(s), and at the customer designated location or end user premises with suitable test equipment to perform the required tests (manual testing). (USOC - USMXT; USMOT; USMPT)

(F) Obligations of the Customer

- (a) The customer shall provide the Remote Office Test Line priming data to the Telephone Company, as appropriate, to support AST as set forth in 9.4(A)(2) preceding or NST as set forth in 9.4(A)(5) preceding.
- (b) The customer shall make the facilities to be tested available to the Telephone Company at times mutually agreed upon.



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ACCESS SERVICE

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.4 Additional Testing (Cont'd)9.4.2 Special Access Testing

The Telephone Company will, at the request of a customer, provide assistance in performing specific tests requested by the customer, however, the Telephone Company will only perform maintenance testing for its facilities within the LATA.

(A) Additional Cooperative Acceptance Testing

When a customer provides a technician at its customer designated premises or at the end user premises, with suitable test equipment to perform the required tests, the Telephone Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing (ACAT). The labor charges as set forth in 9.2.7 preceding will apply to ACAT at the appropriate Basic, Overtime, or Premium rate. Additional Cooperative Acceptance Testing Charges will apply when the customer requests tests which are not required to meet the transmission performance parameters.

(B) Nonscheduled Testing

When a customer provides a technician at its customer designated premises or at the end user premises, with suitable test equipment to perform the required tests, the Telephone Company will provide a technician at its end office(s) (cooperative testing) for the purpose of conducting Nonscheduled Testing (NST). Nonscheduled testing may consist of any test (e.g., loss, noise, slope, envelope delay, etc.) which the customer may request. If such testing indicates trouble in Telephone Company facilities, then the customer will not be charged. NST charges will apply if the trouble is in the facilities of the customer. At the customer's request, the Telephone Company will provide a technician at the customer designated premises or at the end user premises (manual testing). The labor charges as set forth in 9.2.7 preceding will apply to Nonscheduled Testing at the appropriate Basic, Overtime, or Premium rate.

## ACCESS SERVICE

9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.5 Miscellaneous EquipmentController Arrangement

This arrangement enables the customer to control up to 48 transfer functions at a Telephone Company central office via a remote keyboard terminal capable of either 300 or 1200 bps operation. Included as part of the Controller Arrangement is a dial-up data station located at the Telephone Company Central Office to provide access to the Controller Arrangement. This dial-up data station consists of a 212A DATAPHONE data set and an appropriate Telephone Company provided channel.

The Controller Arrangement must be located in the same Telephone Company central office as the transfer functions which it controls.

	<u>USOC</u>	<u>Monthly Charge</u>
- Per arrangement	XTDDU	\$100.00

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.6 Local Number Portability (LNP) Service

9.6.1 General Description

Local Number Portability (LNP) Service provides, where facilities permit, the ability (1) for a local exchange telephone service customer to maintain the same local telephone directory number when changing from one telecommunications service provider to another, while remaining at the same location, and (2) for all telephone company customers (end users, line side access and resale customers) to complete local calls to numbers that have been ported to the other telecommunications service providers.

LNP Service uses Advanced Intelligent Network (AIN) technology and the Common Channel Signaling 7 (SS7) network to query a LNP database to obtain network routing instructions in order to complete a call. For NXXs that have been designated as number portable, the database contains information about an end user's choice of Local Service Provider (LSP) along with the appropriate Location Routing Number (LRN) for that LSP that will be used to direct the call to the correct location to complete the call to the end user customer. Where more than one network is involved in completing the call, the network just before the terminating network (i.e., the N-1 network) is responsible for querying a LNP database to secure the routing information, if it has not already been obtained by a preceding carrier. The LRN is then used to route the call. Where the N-1 carrier fails to query the LNP database and assign an LRN to the call, the terminating carrier must query the LNP database to successfully route the call to the end user, billing the N-1 carrier for the query.

Section 251(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, requires that all LECs offer "to the extent technically feasible, number portability in accordance with the requirements prescribed by the Commission." The FCC dealt with this issue in CC Docket No. 95-116 and RM 8535, In the Matter of Telephone Number Portability, with the First Report and Order adopted on June 27, 1996, the First Memorandum Opinion and Order on Reconsideration, adopted March 6, 1997, and the Third Report and Order, adopted May 5, 1998. This Tariff complies with these Orders.

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ACCESS SERVICE

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.6 Local Number Portability (LNP) Service (Cont'd)

9.6.2 Network Management

- (A) LNP Query Service is to be used only on a call-by-call basis for routing calls to number portable NXX codes and cannot be used for purposes other than those functions described herein.
- (B) The Telephone Company will administer its network to ensure the provision of acceptable service levels to all customers of the LNP Query Service.
- (C) The Telephone Company reserves the right to block any LNP query traffic, in a nondiscriminatory manner, where the processing of the LNP queries threatens to disrupt operation of its network and/or impair network reliability.

9.6.3 Service Provisioning

(A) Manner of Provisioning

LNP was initially deployed in the non-rural exchanges in the 100 largest MSAs (Metropolitan Statistical Areas) in the country. As a rural carrier, the Telephone Company is required to respond to bona fide requests for LNP services in its exchanges under the following time tables:

- Equipped Remote Switches within 30 days
- Hardware Capable Switches within 60 days
- Capable Switches requiring hardware within 180 days, and
- Non-capable Switches within 180 days

Exchanges which are LNP capable are listed in the National Exchange Carrier Association Inc. Tariff F.C.C. No. 4 and/or the Local Exchange Routing Guide.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

9.6 Local Number Portability (LNP) Service (Cont'd)

9.6.3 Service Provisioning (Cont'd)

(B) Limitations

LNP Service is to be used only on a call-by-call basis for routing calls to number portable NXX codes and cannot be used for purposes other than those functions described in this tariff, unless expressly authorized in writing by the customer and the Telephone Company.

Information residing in the Telephone Company or its third party vendor's LNP database is protected from unauthorized access and may not be stored in a customer's database or elsewhere for any reason.

The LRN method of number portability is limited to circuit switched calls and excludes High Volume Call-in network NXXs until industry standards are defined.

Customers with directory numbers that are used for both circuit switched (e.g., voice and/or data) and packet data can port their directory numbers, however, they must disconnect the packet service and reconnect with their new service provider. LNP Service does not apply to Service Codes (e.g., 411) or Service Access Codes (e.g., 500, 700, 800, and 900).

Groups of lines (e.g., multi-line hunt groups, centrex groups) cannot port separately. If only one directory number in the group ports, it will be removed from the group. However, the entire group of directory numbers may port. The functionality associated with the ported number is determined by the new service provider.

When a call is to a number in a valid NXX code shown in the Local Exchange Routing Guide (LERG) as a number portable and the N-1 network performs the LERG as number portable and the N-1 network is responsible for routing the call to the correct access tandem based on the LRN returned by the LNP database.

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.6 Local Number Portability (LNP) Service (Cont'd)9.6.4 Rate Regulations(A) General

- (1) LECs are authorized to recover over a five year period the following:
  - LNP-specific investment
  - Expenses associated with maintaining the LNP data base (NPAC expenses)
  - Expenses resulting from querying the LNP data base for calls originating in the Telephone Company's exchanges. These may terminate within the Company's territory or be routed to another company's exchanges.
  - Expenses resulting from querying the LNP data base for calls originating outside the Telephone Company's territory by another carrier (N-1 carrier) and terminating in the Telephone Company's LNP-capable exchanges, which do not have the LRN associated with the call.
- (2) The costs are determined for a five year period and a "levelized" rate determined and charged on a monthly per-line basis to customers.
- (3) Terminating LNP query costs are billed and charged on a per-call basis. All investment and other expenses are calculated and billed on a per-line, per-month basis.
- (4) Monthly charges will be assessed at the rate of one charge per line per month, except for the following:
  - Each PBX trunk will be assessed the equivalent of 9 monthly LNP rates
  - Each ISDN PRI arrangement will be assessed the equivalent of 5 monthly LNP rates.
  - Lifeline end user customers will not be assessed any end user LNP monthly charge

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9. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)9.6 Local Number Portability (LNP) Service (Cont'd)9.6.4 Rate Regulations (Cont'd)(A) General (Cont'd)

- (5) The LNP Access Query Charge recovers the cost to query an LNP database on behalf of the N-1 carrier. The rate associated with an LNP query will be billed monthly, per query as set forth in 20.1.2.3, 20.2.2.3, 20.4.2.3, and 20.5.2.3 based on the recorded number of queries. The Telephone Company will develop monthly charges based on an average number of queries per month if actual query recordings are not available.
- (6) Carriers that purchase switching ports as unbundled network elements, under Section 251 of the Communications Act of 1934, and resellers of local service will be charged the same LNP charges, as described in this section of the tariff, as if the Telephone Company were serving those carriers' end users. The Telephone Company will not assess a monthly LNP Service Surcharge for local loops purchased by carriers as unbundled network elements under Section 251.

(B) Rate Elements

- (1) Access Query Charge applies to incoming calls terminating in LNP-capable exchanges which do not have an LRN attached to the call. Each data base query is assessed a per-call charge which is billed to the N-1 carrier on a monthly basis.
- (2) LNP Service Surcharge is a monthly per-line charge applied to customers in those exchanges where LNP is being provided to customers to recover the LNP-specific investment and expense incurred made by the Telephone Company. Customers assessed this charge are those customers who are in the serving area of the host or standalone central office switch that has activated LNP.

(C) Specific rates and charges are set forth in Section 20.

(D) Application of the Charges

The LNP Service Surcharges are permitted to run for a five-year (60-month) period from the date of initiation.