

TARIFF DISTRIBUTION

FILE CODE: 680.3400

FILE PACKAGE NO.: AL2002-097

DATE:

March 7, 2003

STATE:

ALABAMA

EFFECTIVE DATE:

04/09/2003

TYPE OF DISTRIBUTION:

Pending

PURPOSE:

Introduces ESPDS emergency notification data information service to comply with Public Law 106-81.

TARIFF SECTION

PAGE NUMBER

PAGE REVISION

A006

3

05

A006

4

06

A038

6

00

A038

7

00

A038

8

00

A038 Contents

1

02

A6. DIRECTORY LISTINGS

A6.2 Business Listings (Cont'd)

A6.2.3 Trade Name (Cont'd)

Examples which require proof of authorization are:

Smith Avon Distributor 123 Main	555-1234
Jones Buick 2914 E 23rd	329-5864
Any Flower Shop 710 Heather Mall	669-2121

A6.3 Residence Listing

A6.3.1 General

- A. Generally, a residence listing consists of a surname, given name, or dual name and/or initials, the address, and the telephone number. When a single name listing is requested by the subscriber, the Company may require satisfactory evidence as to the validity of the requested name. The main listing is ordinarily the name of the individual who subscribes for the service, but the listing may be in the name of a second party residing at the address where service is provided if so designated by the subscriber.

A6.4 Non-Published (Private) Listing

A6.4.1 General

- A. A non-published listing is not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of a calling party. However, when a call is placed from a telephone number associated with a non-published listing, the number and/or name may be disclosed if the called party has the necessary equipment for receiving and/or disclosing incoming telephone numbers and/or names.
- B. An incoming call to a subscriber with a non-published listing will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the subscriber's request to furnish a non-published telephone number does not create any relationship or obligation, direct or indirect, to any person other than the subscriber.
- C. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published telephone number in the directory or disclosing said number to any person shall attach to the Company. Where a non-published listing is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published listing or the disclosing of said listing information to any person.
- D. For accounting purposes, the telephone number, name, and address of a subscriber with a non-published listing will be provided to the Long Distance Carrier(s) which furnishes the subscriber long distance message telecommunications service.
- E. The telephone number, name and address of the subscriber may be disclosed in connection with E911 service, whether such service is provided by the Company or any other person. The subscriber waives any privacy interests in his telephone number, name and address in connection with E911 service.
- F. The Company may provide telephone number, name and address of a subscriber with a Non-Published number to the public safety agency certified, authorized and responsible for providing emergency notification services in the local city, county or municipality where the subscriber line associated with such number is located, pursuant to that agency's request under Emergency Service Provider Data Service (ESPDS) detailed in A38.4 of this tariff.

(N)

A6. DIRECTORY LISTINGS

A6.4 Non-Published (Private) Listing (Cont'd)

A6.4.2 Rate Application

A. Non-Published Listing

1. Where charge applies

**Monthly
Rate
\$ 4.00**

**USOC
NPU**

- (a) Each
2. Where charge does not apply

- (a) Each - **NP3**
- Additional service furnished to the same subscriber who has other service listed in the directory in the same name at the same address
 - Additional service furnished to the same subscriber who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange.
 - Service to a subscriber living in a hotel, hospital, retirement complex, apartment, boarding house or club if the subscriber is listed under the telephone number of the PBX, Centrex Type Services, or Semipublic Telephone Service furnished to such establishments.

A6.4.3 Reserved For Future Use

A6.5 Non-Listed (Semiprivate) Listing

A6.5.1 General

- A. A non-listed listing is not listed in the alphabetical section of the Company's directory, but is maintained on directory assistance records and will be furnished upon the request of a calling party.
- B. The acceptance by the Company of the subscriber's request to furnish a non-listed listing does not create any relationship or obligation, direct or indirect, to any person other than the subscriber.
- C. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-listed telephone number in the directory shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-listed listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed listing.
- D. The telephone number, name and address of the subscriber may be disclosed in connection with E911 service, whether such service is provided by the Company or any other person. The subscriber waives any privacy interests in his telephone number, name and address in connection with 911 service.
- E. The Company may provide telephone number, name and address of a subscriber with a Non-Listed number to the public safety agency certified, authorized and responsible for providing emergency notification services in the local city, county or municipality where the subscriber line associated with such number is located, pursuant to that agency's request under Emergency Service Provider Data Service (ESPDS) detailed in A38.4 of this tariff.

(N)

A38. LISTING SERVICES

CONTENTS

A38.1	Directory Assistance Database Service (DADS)	1	
A38.1.1	Description of Service	1	
A38.1.2	Regulations	2	
A38.1.3	Rates and Charges	3	
A38.2	Reserved For Future Use	4	
A38.3	Location Identification Database Service (LIDS) - E911	4	
A38.3.1	Description of Service	4	
A38.3.2	Regulations	4	
A38.3.3	Rates and Charges	5	
A38.4	Emergency Service Provider Data Service (ESPDS)	6	(N)
A38.4.1	Description of Service	6	(N)
A38.4.2	Definitions	6	(N)
A38.4.3	Regulations	6	(N)
A38.4.4	Rates and Charges	8	(N)

ALABAMA

ISSUED: March 6, 2003

EFFECTIVE: April 9, 2003

BY: President - Alabama

Birmingham, Alabama

A38. LISTING SERVICES

A38.4 Emergency Service Provider Data Service (ESPDS)

(N)

A38.4.1 Description of Service

(N)

- A. ESPDS service is only available to public safety agencies responsible for coordinating emergency services at the local level (city, county, or municipality) solely for the purposes of delivering or assisting in the delivery of emergency notification services to their jurisdictional area. Customers ordering this service are required to provide written certification to BellSouth showing that they have the capability and authority to provide the service for which this data is intended. (N)
- B. The extract will include published, listed and non-published information, including listed information of Independent Telephone Companies (ICOs) and Competitive Local Exchange Carriers (CLECs), if present. The extract will consist of listed address (if present) and ten-digit telephone number. Listed name is optional. (N)
- C. ESPDS is available by, and must be ordered by, one of the following primary criteria:
 - 1. City/Municipality Name and State (N)
 - 2. County/Parish Name and State (N)

Customers may specify incorporated municipalities, unincorporated municipalities, or both. The information contained in all extract files will be sorted by telephone number in ascending sequence. Extracts will only be provided for the customer's jurisdictional area for which emergency services are authorized. Foreign Listings, Foreign Exchange, Foreign Central Office, and Multiple Listings will be excluded from the extract. (N)

- D. The information provided by ESPDS may not be used, in whole or in part, to provide Basic 911 or E911 Service. Misuse of the data provided pursuant to this tariff or failure to comply with any other provisions of this tariff will be cause for immediate suspension of the service provided hereunder. (N)
- E. Any information shared between the Company and the ESPDS customer is considered confidential and proprietary. (N)
- F. The information provided by ESPDS is available to customers utilizing one of the following data storage methods 1) CD-ROM, 2) tape cartridge, or 3) paper copy. Customers must specify the storage method when ESPDS is ordered. (N)

A38.4.2 Definitions

(N)

EMERGENCY

(N)

Circumstances, either natural or manmade, declared by a governmental entity or a local emergency planning committee duly authorized by a governmental entity, which cause or potentially may cause substantial harm or damage to persons or property. (N)

EMERGENCY NOTIFICATION SERVICES

(N)

Emergency Notification Services are services that notify the public of an emergency. (N)

A38.4.3 Regulations

(N)

- A. Public safety agency customers requesting this service must meet the current network standards and must cooperate with the BellSouth Network Organization to avoid network problems associated with the use of data obtained through this service. (N)

A38. LISTING SERVICES

A38.4 Emergency Service Provider Data Service (ESPDS) (Cont'd)

A38.4.3 Regulations (Cont'd)

- A. (Cont'd) (N)
1. Geographically focused calling patterns that result from the use of the data provided hereunder may cause problems, including congestion, in BellSouth's network. One or more of the following must be used by the ESPDS customer to prevent network congestion problems: (N)
 - a. The ESPDS customer's calling platforms must be equipped with reorder tone (RO) and "No Circuit Available" (NCA) announcement detection capability. Each platform should provide the capability to automatically throttle back call origination when a threshold of RO and NCA is reached. The throttling algorithm should allow for reduction of call origination to the point where 99 percent of call origination reaches neither NCA nor RO. (N)
 - b. The ESPDS customer's calling platforms must be designed with a call gapping mechanism to allow specification of, at most, one originating call per a specified time interval to any specific NPA-NXX code. The gap should be capable of any time interval between 0 and 10 seconds. This is intended to give the ESPDS subscriber the capability of preventing excessive simultaneous call origination. (N)
 - c. If the BellSouth Network Management Center (NMC) determines that the call volume is having a negative impact on the BellSouth network, the NMC will request the ESPDS customer to throttle the outgoing calls generated by the event to a specified number of simultaneous calls. The ESPDS customer must implement each request within ten minutes of receipt from the BellSouth NMC. (N)
 - B. The BellSouth Network Management Center must be notified of the target location and the size of the event at the launch of an emergency call origination exceeding 1000 calls. BellSouth will provide a contact number to the ESPDS customer for this purpose. The subscriber will also provide the name(s) of the carrier(s) which will be utilized by the customer for the emergency call origination and the number of simultaneous calls. (N)
 - C. Each ESPDS customer must provide the BellSouth Network Management Center up-to-date contact information for 7 days per week, 24 hours per day, and contact information for 3 levels of management escalation. (N)
 - D. The ESPDS customer agrees to work cooperatively with the BellSouth Network Management Center in order to avoid network congestion that may affect the ability of customers to call out of an affected area. This includes implementation of call gaps on the calling platform at intervals recommended by the BellSouth Network Management Center. (N)
 - E. The BellSouth Network Management Center will utilize protective controls including those outlined in E2.1.12 of BellSouth's Intrastate Access Service Tariff, in order to minimize congestion and to allow customers the ability to call out of an affected area. The traffic originated based upon the ESPDS customer's use of the data provided hereunder may be affected by these controls. BellSouth will not be liable for the intentional or unintentional blockage of any traffic in any way related to the ESPDS customer's use, or the use by its agents or contractors, of the data provided hereunder. (N)
 - F. BellSouth does not guarantee the completion of mass calling traffic on its network. (N)
 - G. With respect to the database extract file provided by this service, the public safety agency ESPDS customer, their agent, and their employees shall: (N)
 1. Hold the information in confidence and protect it in accordance with the security regulations by which it protects its own proprietary or confidential information (N)
 2. Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other parties (N)
 3. Be responsible for determining the information it will use from the data provided by this service (N)
 4. Use the information only in connection with delivering or assisting in the delivery of emergency notification services and (N)
 5. Notify BellSouth immediately if there is confirmed or suspected misuse of the data by any party or parties. (N)

ALABAMA
ISSUED: March 6, 2003
BY: President - Alabama
Birmingham, Alabama

EFFECTIVE: April 9, 2003

A38. LISTING SERVICES

A38.4 Emergency Service Provider Data Service (ESPDS) (Cont'd)

A38.4.3 Regulations (Cont'd)

- H. Any published, listed, non-published number, or any other information provided by the Company shall be used only by an ESPDS customer for the sole purpose of delivering or assisting in the delivery of emergency notification services within the ESPDS customer's jurisdictional area for which emergency services are authorized. Any use involving the reproduction, publishing, reselling, disclosing, tampering with, or providing access to information in the database for any purpose other than the provision of emergency notification services is strictly prohibited and any known violations must be reported to BellSouth immediately. Information obtained by the ESPDS customer pursuant to this tariff may be provided to the ESPDS customer's assigned agent for the purposes of delivering or assisting the public safety agency ESPDS customer with the notification services only upon execution of an agency written agreement, between the public safety agency and its agent, limiting the use of the information and providing for its protection in the same manner as is set forth in this tariff regarding use and protection of the information by the ESPDS customer. The Company does not transfer right, title or interest (including intellectual property rights), if any, which it may have in and to ESPDS. (N)
- I. The data must be secured by the ESPDS customer from unauthorized usage. (N)
- J. The Company shall not be required to modify its network operations or protocols to accommodate any public safety agency ESPDS customer's or its agent's equipment, systems, or data processors. (N)
- K. Emergency Service Provider Data Service may not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. (N)
- L. The public safety agency ESPDS customer and its agent agree to hold harmless and indemnify the Company, its employees, directors, officers, agents, and subcontractors from and against any and all claims or suits which arise out of or result from the provision of the database extract file, specifically including, but not limited to, all claims or suits resulting from or allegedly resulting from errors or omissions in the file or the use of such information by the ESPDS customer or its agents. (N)
- M. Each public safety agency ESPDS customer and its agent agree to release, defend, indemnify and hold harmless the Company, its agents, and subcontractors from any and all losses, claims, demands, suits, and other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person: 1) 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, and which arises 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, or 2) 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 the service and the equipment associated therewith, including, but not limited to, the identification of the telephone number, listed or service address, or name associated with the telephone number used by the party or parties utilizing the service hereunder, or 3) arising out of any act or omission of the customer, in the course of using services provided pursuant to this Tariff. (N)
- N. In the event the data is enhanced, modified, and/or merged with data obtained from other sources by the ESPDS customer all restrictions, regulations, and limitations contained in this tariff remain applicable to the ESPDS customer. (N)

A38.4.4 Rates and Charges

- A. ESPDS customers may request a maximum of four extracts per 12 month period. If a retransmittal of the extract is requested by the customer within 30 days of the extract provision date no charges will apply. (N)
 - 1. Rates (N)

	Nonrecurring Charge	Monthly Rate	USOC	
(a) First extract in each 12 month period	\$2,000.00	\$-	NA	(N)
(b) Subsequent extracts in 12 month period, maximum 3	-	-	NA	(N)
(c) Per record included in each extract	.04	-	NA	(N)