

## **ARTICLE 19**

### **INWARD ASSISTANCE OPERATOR SERVICES**

#### **19.1 INTRODUCTION**

- 19.1.1 This Article sets forth terms and conditions for Inward Assistance Operator Services when provided by the Parties to each other. Either Party can decline to provide inward assistance to the other Party.
- 19.1.2 The prices at which SBC ILLINOIS agrees to provide CLEC Inward Assistance Operator Services are contained in the applicable Pricing Schedule and/or the applicable Commission ordered tariff where stated. SBC ILLINOIS pricing for Inward Assistance Operator Services shall be based on the rates specified in Pricing Schedule. The price set forth in Pricing Schedule is reciprocal and shall be the price SBC ILLINOIS will pay CLEC when SBC ILLINOIS operators utilize the Inward Assistance of CLEC's operator. For SNET, pricing for Inward Assistance Operator Services is non-reciprocal and is based on the rate specified in the applicable Pricing Schedule.

#### **19.2 SERVICES**

- 19.2.1 Where technically feasible and/or available, CLEC's and SBC ILLINOIS' Inward Assistance Operator will provide the following assistance or services when reached by an operator dialing the appropriate Toll Center Code in addition to the inward code.
- 19.2.1.1 General Assistance on calls where an attempt to connect the call is required by a local operator.
- 19.2.1.2 Busy Line Verification (BLV) service and Busy Line Verification/Interrupt (BLV/I) service.

#### **19.3 DEFINITIONS**

- 19.3.1 **"General Assistance"** - A service in which an operator calls the Inward Assistance operator seeking assistance in dialing a number. The assistance could be required, for example, for attempting to dial a number where a 'no ring' condition has been encountered.
- 19.3.2 **"Busy Line Verification"** - A service in which an operator asks the Inward Assistance operator to verify a conversation in progress.
- 19.3.3 **"Busy Line Verification/ Interrupt"** - A service in which an operator asks the Inward Assistance operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

## **19.4 RESPONSIBILITIES OF THE PARTIES**

- 19.4.1 To the extent that a Party elects, in its sole discretion, to interconnect with the other Party's Operator assistance switches, the Parties' responsibilities are described below:
- 19.4.1.1 It is the responsibility of CLEC to order the necessary facilities to interconnect with SBC ILLINOIS' Operator Assistance switch(es). It is the responsibility of SBC ILLINOIS to provide the necessary facilities to CLEC's point of presence in the local exchange area/LATA to interconnect with CLEC's Operator assistance switches.
- 19.4.1.2 CLEC will initiate an ASR for a one-way trunk group from its designated Operator assistance switch to the SBC ILLINOIS Operator assistance switch utilizing MF signaling. Likewise, SBC ILLINOIS will initiate an ASR for a one-way MF signaling trunk group from its Operator assistance switch to CLEC's designated Operator assistance switch.
- 19.4.2 The Parties will furnish requests for service in writing to each other, thirty calendar (30) days in advance of the date when the Inward Assistance Operator Services are to be undertaken, unless otherwise agreed to by the Parties. The Parties or their designated operator services providers shall submit Access Service Requests (ASRs) to each other to establish any new interconnection trunking arrangements.
- 19.4.3 The requester of this Inward Assistance Operator Services service agreement must provide one Carrier Identification Code (CIC) for its CLEC or Independent Exchange Carrier business operation and one for its InterExchange Carrier (IXC) business operation if the requesting company wishes to receive billing data in a format that separates the service provided to the two business operations.

## **19.5 TOLL CENTER CODES**

- 19.5.1 Toll Center Codes will be used by SBC ILLINOIS' and CLEC's Operators for routing and connecting to each other's Operator assistance switches. These codes are specific to the various SBC ILLINOIS LATAs where the parties Operator Assistance switches are located.
- 19.5.2 The Parties Operator Services will require a Toll Center Code for the Parties Operator Services assistance switch. This code will be the routing code used for connecting the SBC ILLINOIS Operator to the CLEC Operator on an Inward basis.
- 19.5.3 If either Party requires establishment of a new Toll Center Code, the Party shall do so by referencing the Local Exchange Routing Guide (LERG).

## **19.6 INTENTIONALLY LEFT BLANK**

## **19.7 MONTHLY BILLING**

- 19.7.1 SBC ILLINOIS will render monthly billing statements to CLEC, and remittance in full will be due within thirty (30) days of receipt. CLEC will render monthly billing to SBC ILLINOIS and remittance in full will be due within thirty (30) days of receipt.

## **19.8 LIABILITY**

- 19.8.1 The Parties agree to defend and hold harmless each other from any and all losses, damages, or other liability including attorneys' fees that the indemnified Party may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the use by the indemnifying Party's operator of Inward Assistance Operator Services on the behalf of the such indemnified Party's end users. The indemnifying Party shall defend against all end user claims just as if the operator of the indemnifying Party had provided such service to its end user directly and shall assert its tariff limitation of liability for benefit of both Parties.
- 19.8.2 Each Party also agrees to release, defend and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by the employees and equipment of the Party associated with provision of the Inward Assistance Operator Services. This provision includes but is not limited to suits, claims, and demands arising from disclosure of the telephone number, address, or name associated with the telephone called.

## **19.9 TERMS OF THIS ARTICLE**

- 19.9.1 This Article will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Article is attached or twelve (12) months, whichever occurs later, either Party may terminate this Article upon one hundred-twenty (120) calendar days written notice to the other Party.
- 19.9.2 If the Parties terminate this Article prior to the expiration of the term of this Appendix, the terminating Party shall pay the other Party, within thirty (30) days of the issuance of any bills by the other Party, all amounts due for actual services provided under this Article, plus estimated monthly charges for the remainder of the term. Estimated charges will be based on an average of the actual monthly amounts billed by the Parties pursuant to this Article prior to its termination.
- 19.9.3 The rates applicable for determining the amount(s) under the terms outlined in this Section are those specified in Pricing Schedule.

**EXHIBIT I**  
**SERVING AREA**

OPERATOR SERVICES PROVIDER LOCATION:

CLEC SWITCH SERVING LOCATIONS:

| <u>CITY</u> | <u>NPA-NXX</u> | <u>LATA</u> |
|-------------|----------------|-------------|
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ADDITIONAL SHEETS SHOULD BE ADDED AS REQUIRED.