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September 13, 2006

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, P.O. Box 30221
Lansing, MI 48911

***Re: MPSC Case No. U-12954, Ninth Amendment to the Interconnection Agreement
Between AT&T Michigan and Buckeye Telesystem, Inc.***

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the Ninth Amendment to the Interconnection Agreement by and between AT&T Michigan and Buckeye Telesystem, Inc. In accordance with the Commission's request, AT&T Michigan makes this filing electronically by posting the enclosed Amendment and related pleadings onto the Commission's web site at:

<http://efile.mpsc.cis.state.mi.us/efile/>

Additional copies of the Amendment are available on this web site as well as AT&T Michigan's website at:

http://www.sbc.com/search/regulatory.jsp?category=WWW.SBC.COM/LARGE-FILES/RIMS/INTERCONNECTION_AGREEMENTS/MICHIGAN

Very truly yours,

Attachment

cc: Mr. Joseph Jensen

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the request for Commission approval of)
An Interconnection Agreement between)
Buckeye Telesystem, Inc.)
and Ameritech Michigan)

Case No. U- 12954

JOINT APPLICATION

AT&T Michigan¹ and Buckeye Telesystem, Inc. hereby jointly apply to the Michigan Public Service Commission (Commission) pursuant to Section 203(1) of the Michigan Telecommunications Act (MTA), as amended, MCL 484.2203(1), and Section 252(e) of the Telecommunications Act of 1996 (the Act), 47 U.S.C. § 252(e), for approval of the Ninth Amendment to the Interconnection Agreement between the parties heretofore approved by the Commission on July 11, 2001 (Agreement). In support of this joint application, AT&T Michigan and Buckeye Telesystem, Inc. state as follows:

1. The parties have entered into good faith negotiations and have executed a Ninth Amendment to the Agreement. The Ninth Amendment to the Agreement, fully executed as of August 18, 2006, replaces the applicable provisions of the agreement with the Operator Services and Directory Assistance (OS and DA) Appendix into the Agreement. A copy of the Ninth Amendment to the Agreement, duly executed by the Parties, is submitted with this joint application as Exhibit A.

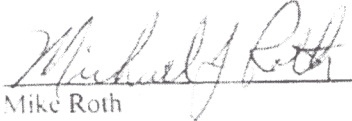
2. The **Ninth** Amendment is the result of voluntary negotiations and must be submitted to the Commission for its approval or rejection pursuant to Section 252(e)(1) of the Act. The Ninth Amendment meets all statutory criteria for Commission approval.

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

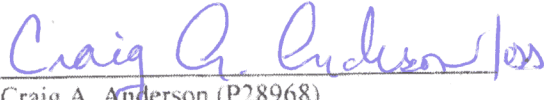
WHEREFORE, AT&T Michigan and Buckeye Telesystem, Inc. jointly request Commission approval of the 9TH Amendment to the Agreement pursuant to MTA §203(1) and §252(e) of the Act as soon as possible.

Respectfully submitted,

Buckeye Telesystem, Inc.


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Dated: SEPTEMBER 13, 2006

Exhibit A
Case No. U-12954

NINTH AMENDMENT

Executed as of August 18, 2006

TO

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996

by and between

AT&T MICHIGAN

and

BUCKEYE TELESYSTEM, INC.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN
AND
BUCKEYE TELESYSTEMS, INC.**

Whereas, Michigan Bell Telephone Company d/b/a AT&T Michigan¹ ("AT&T Michigan") and Buckeye Telesystems, Inc. ("CLEC") (collectively, the "Parties") entered into an Agreement relating to local interconnection which became effective on May 22, 2001, ("Agreement") and which permits the Parties to mutually agree to amend the Agreement in writing; and

Whereas, The Parties agree that this Amendment will act to supersede, amend and replace the applicable provisions currently contained in the Agreement with the attached Appendix Operator Services and Directory Assistance which shall become effective as set forth in Paragraph 5 below.

Now, therefore, the Parties agree as follows:

1. The Parties agree to amend the Agreement by replacing the applicable provisions of the Agreement with the attached Appendix Operator Services and Directory Assistance. The Parties further agree that the attached Appendix Operator Services and Directory Assistance (which is attached hereto and incorporated herein by this reference) shall supercede and replace all rates, terms and conditions for Operator Services and Directory Assistance within the Agreement in their entirety, without the necessity of physically removing the superceded terms and conditions from publicly filed Agreements such as those on file with the state public utility regulatory commission or AT&T "CLEC Online" website.
2. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
4. In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other

¹ Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

amendments to the Agreement), **AT&T MICHIGAN** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that **AT&T MICHIGAN** has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Michigan and as of the date of that election by **AT&T MICHIGAN**, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

5. This Amendment shall be filed with and is subject to approval by the Michigan Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 18th day of August, 2006, by Michigan Bell Telephone Company d/b/a AT&T Michigan, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Buckeye Telesystems, Inc.

By: 

Printed: BRIAN REX

Title: TREASURER
(Print or Type)

Date: 8/9/06

Michigan Bell Telephone d/b/a AT&T Michigan by
AT&T Operations, Inc., its authorized agent

By: 

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 8-18-06

FACILITIES-BASED OCN # 085D

ACNA TOV

OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE APPENDIX

1. INTRODUCTION AND SCOPE

- 1.1 This Appendix sets forth the rates, terms and conditions under which the Parties shall jointly carry out Operator Services (OS) and Directory Assistance (DA) on a wholesale basis, regardless of whether CLEC is serving its end users via
 - 1.1.1 CLEC's own physical Switches,
 - 1.1.2 Resale of AT&T MICHIGAN Retail OS/DA service, or
 - 1.1.3 Leased Circuit Switching from AT&T MICHIGAN.
- 1.2 CLEC shall be the Retail OS/DA provider to its end users, and AT&T MICHIGAN shall be the wholesale provider of OS/DA operations to CLEC. AT&T MICHIGAN shall answer CLEC's end user OS/DA calls on CLEC's behalf, as follows:
 - 1.2.1 When the end user dials 0 or 0+ the Telephone Number, AT&T MICHIGAN shall provide the Operator Services described in Section 4 below.
 - 1.2.2 When the end user dials 4-1-1 or 1-4-1-1, AT&T MICHIGAN shall provide Directory Assistance as described in Section 5 below.
- 1.3 CLEC is free to charge its end users whatever retail OS/DA rates it wishes, and CLEC therefore acknowledges its responsibility (a) to obtain end user agreement to the OS/DA retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS/DA retail rates.
- 1.4 In response to dialing end user inquiries about OS/DA rates, AT&T MICHIGAN Operators shall quote CLEC retail OS/DA rates, as they are provided by CLEC (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T MICHIGAN's OS/DA operators shall direct the calling party's inquiries to a CLEC-provided contact number (also see Section 6 below).
- 1.5 AT&T MICHIGAN shall charge CLEC monthly, and CLEC agrees to pay monthly, the OS/DA rates found in the attached Appendix Pricing. The Parties agree that billing and payment details, including the assessment of late payment charges for unpaid balances, shall be governed by the underlying agreement between AT&T MICHIGAN and CLEC.
 - 1.5.1 CLEC acknowledges and understands that these wholesale OS/DA rates differ between Resale and facilities-based¹ service, and that both types of OS/DA wholesale rates are listed in the attached price schedule. CLEC may serve both as a Reseller and as a facilities-based provider, and CLEC may convert facilities-based end users to Resale service, or vice versa, as described below in section 6.8.
 - 1.5.1.1 To the extent CLEC is serving as a Reseller and not a facilities-based provider, the facilities-based OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
 - 1.5.1.2 To the extent CLEC is serving as a facilities-based provider and not as a Reseller, then the Resale OS/DA rates in the attached price schedule do not apply and are listed merely for reference purposes.
 - 1.5.2 CLEC acknowledges and understands that AT&T MICHIGAN uses a different billing system for Resale than for facilities-based service, and that if CLEC operates both as a Reseller and a facilities-based provider, then CLEC will receive two different monthly invoices for OS/DA service from AT&T MICHIGAN, one for Resale, and one for facilities-based service.

¹By "facilities-based" the Parties mean either through CLEC's own switch, or via leased circuit switching from AT&T MICHIGAN.

1.5.3 CLEC acknowledges and understands that the Resale OS/DA rates are based on AT&T MICHIGAN's tariffed retail OS/DA rates, less the state resale discount, and therefore may change during the life of this Appendix OS/DA in a Resale Agreement, without written amendment, if

1.5.3.1 AT&T MICHIGAN's retail tariff changes, or

1.5.3.2 The state resale discount changes.

2. GENERAL AT&T MICHIGAN OBLIGATIONS FOR WHOLESALE OS/DA SERVICE

2.1 Dialing Parity. AT&T MICHIGAN will provide OS/DA to CLEC's end users with no unreasonable dialing delays and at dialing parity with AT&T MICHIGAN retail OS/DA services.

2.2 Response Parity

2.2.1 For Resale and Leased Circuit Switching, CLEC's end users shall be answered by AT&T MICHIGAN's OS and DA platforms with the same priority and using the same methods as for AT&T MICHIGAN's retail end users.

2.2.2 For Resale and Leased Circuit Switching, any technical difficulties in reaching the AT&T MICHIGAN OS/DA platform (i.e. cable cuts in the OS/DA trunks, unusual OS/DA call volumes, etc.) will be experienced at parity with AT&T MICHIGAN retail end users served via that same AT&T MICHIGAN end office switch.

2.2.3 For all service types, AT&T MICHIGAN will include CLEC's end user OS/DA calls in its speed of response measurements reported to the state regulatory commission, if any.

2.3 Daily Usage File (DUF)

2.3.1 For Resale and Leased Circuit Switching, AT&T MICHIGAN will record CLEC's OS/DA usage on its Resale and Leased Circuit Switching lines and include that call detail in the Daily Usage File (DUF) as described elsewhere in the underlying wholesale agreement, but at a minimum, the DUF shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.

2.3.2 When CLEC is operating its own switch-based service, AT&T MICHIGAN will transmit similar usage recorded by the AT&T MICHIGAN OS/DA switch via a mutually agreed electronic interface for CLEC's switch.

3. REQUIREMENTS FOR CIRCUIT SWITCHES TO PHYSICALLY INTERCONNECT

3.1 To the extent that CLEC is serving its own switches and wishes to interconnect with AT&T MICHIGAN's OS/DA switches, then the Parties' physical interconnection and trunking requirements are described in this section. All OS/DA interconnection and trunking arrangements shall be subject to the mutual agreement of the parties, and any unresolved differences in the OS/DA physical interconnection or trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in the underlying agreement.

3.2 The demarcation point for OS/DA traffic between the Parties' networks need not coincide with the Point of Interconnection (POI) for the physical interconnection of all other inter-carrier voice traffic, but at a minimum must be within the LATA in which the CLEC's OS/DA traffic originates.

3.2.1 Because CLEC's switch may serve end users in more than one LATA, the Parties agree that, for purposes of this Appendix OS/DA only, CLEC's OS/DA traffic originates from the physical location of the end user dialing "0" or "411", and not the physical location of CLEC's switch.

3.2.2 To the extent CLEC is serving via circuit-switched wireless technology, the physical location of the end user dialing 0 or 411 shall be deemed the end user's physical billing address, regardless of whether the end user may be roaming at the time of placing the OS/DA call.

3.3 The Parties' general preference would be to establish an OS/DA demarcation point at the AT&T MICHIGAN's OS/DA switch in that LATA, but the Parties recognize that the demarcation point for OS/DA traffic between the

Parties' networks could depend on a variety of engineering and location-specific factors which include, but are not limited to,

- 3.3.1 The size and type of facilities needed to carry CLEC's switch-based OS/DA traffic
 - 3.3.2 Whether CLEC wishes to interconnect for both OS and DA, or just OS, or just DA;
 - 3.3.3 Whether CLEC OR CLEC's affiliate has collocated in an AT&T MICHIGAN Local Tandem office and wishes to use the collocation as the OS/DA demarcation point; and
 - 3.3.4 Whether CLEC or CLEC's affiliate already has existing OS/DA facilities in place to the AT&T MICHIGAN's OS/DA platforms.
- 3.4 CLEC shall provide the necessary facilities to interconnect with AT&T MICHIGAN's OS/DA switch(es) at a mutually-agreeable demarcation point between the Parties' networks. CLEC may self-provision these OS/DA facilities, lease them from third parties, or lease them from AT&T MICHIGAN's intrastate Special Access Tariff. CLEC will be financially responsible for the OS/DA facilities on its side of the demarcation point, and AT&T MICHIGAN will be financially responsible for the OS/DA facilities on its side of the demarcation point.
- 3.5 General OS/DA Trunking Requirements
- 3.5.1 CLEC will initiate an ASR for all OS/DA trunk groups from its switch to the appropriate AT&T MICHIGAN OS/DA switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling. Unless technically infeasible, AT&T MICHIGAN will provision all such one-way trunk groups in the same manner and at the same intervals as for all other interconnection trunking between the parties.
 - 3.5.2 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the AT&T MICHIGAN End Offices to the AT&T MICHIGAN OS/DA switches that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).
 - 3.5.3 If EAOSS is not technically feasible, Modified Operator Services Signaling (MOSS) will be utilized, and a segregated one-way trunk group with MF signaling will be established from CLEC to each AT&T MICHIGAN OS/DA switch for each served NPA in the LATA.
- 3.6 Specific OS/DA Trunk Groups, and their Requirements
- 3.6.2 Operator Service (OS) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T MICHIGAN Operator Services switch serving OS end users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. If the trunk group transports combined OS/DA/DACC over the same trunk group, then the group will be designated with a different traffic use code and modifier for combined services. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.6.3 Directory Assistance (DA)/ Directory Assistance Call Completion (DACC) Trunks. CLEC shall establish a one-way trunk group from CLEC's switch to the AT&T MICHIGAN Directory Assistance switch serving DA end users in that LATA. If the trunk group transports DA/DACC only, but not OS, then the trunk group will be designated with the appropriate DA traffic use code and modifier. If OS/DA/DACC is transported together on a combined trunk group, then the group will be designated with a different appropriate traffic use code and modifier. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
 - 3.6.4 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks. When CLEC wishes for AT&T MICHIGAN to perform Busy Line Verification or Emergency Interrupt for CLEC end users, AT&T MICHIGAN will need a segregated one-way BLV trunk group with MF signaling from AT&T MICHIGAN's Operator Services switch to CLEC's switch serving end users in that LATA. CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

- 4.1 Operator Services Rate Structure. **AT&T MICHIGAN** will assess its Operator Services charges based upon whether the CLEC end user is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice recognition feature, functioning either fully or partially without live Operators), where a flat rate per call charge will apply. See the attached Appendix Pricing for the full set of OS recurring and nonrecurring rates.
- 4.2 Operator Services Call Processing. Whether manual or automated, **AT&T MICHIGAN** will provide the following services when processing a 0-dialed call from CLEC's line, regardless of whether Directory Assistance is also requested:
- 4.2.1 General Operator Assistance - The end user dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls, or requesting information on how to place calls; handling emergency calls, handling credits.
- 4.2.2 Calling Card - The end user dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.
- 4.2.3 Collect - The end user dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
- 4.3.4 Third Number Billed - The end user dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.
- 4.3.5 Person-To-Person Service. The end user dialing 0 may ask the OS Operator for assistance in reaching a particular person or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 4.3.6 Busy Line Verification - A service in which the end user dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.
- 4.3.7 Busy Line Interrupt - A service in which the end user dialing 0 asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

- 5.1 Directory Assistance Rate Structure. **AT&T MICHIGAN** charges local DA by one rate, and all other DA products by a separate rate. In both cases DA charges are assessed on a flat rate per call, regardless of call duration. See the attached Appendix Pricing for the DA recurring and nonrecurring rates.
- 5.2 Directory Assistance Call Processing. Where technically feasible and/or available, **AT&T MICHIGAN** will provide the following DA Services when a CLEC end user served dials 411 or 1-411, regardless of whether Operator Services are also requested from **AT&T MICHIGAN**:
- 5.2.1 Local Directory Assistance. Consists of providing published name, address and telephone number to the dialing end user.
- 5.2.2 Directory Assistance Call Completion (DACC). A service in which a local or an intraLATA call to the requested number is completed on behalf of the DA end user, utilizing an automated voice system or with operator assistance.
- 5.2.3 National Directory Assistance (NDA). A service whereby callers may request Directory Assistance outside their LATA or local calling area for any listed telephone number in the United States.
- 5.2.4 Reverse Directory Assistance (RDA). An Information Service consisting of providing listed local and national name and address information associated with a telephone number provided by the individual originating the call.

- 5.2.5 Business Category Search (BCS) (Where Available). A service in which the end user may request business telephone number listings for a specified category of business, when the name of the business is not known. Telephone numbers may be requested for local and national businesses.

6. OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

- 6.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore CLEC agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by CLEC's end user, and this greeting is mandatory, not optional, when AT&T MICHIGAN is the OS/DA provider.
- 6.1.1 CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T MICHIGAN in conformity with the format, length, and other requirements specified for all CLECs on the AT&T MICHIGAN CLEC website (<https://clec.att.com/clec>).
- 6.1.2 AT&T MICHIGAN will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.
- 6.2 If CLEC does not wish to brand the OS/DA calls, CLEC may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T MICHIGAN load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
- 6.2.1 CLEC understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.
- 6.2.2 CLEC agrees that if it does not brand the call, CLEC shall indemnify and hold AT&T MICHIGAN harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.
- 6.2.3 AT&T MICHIGAN must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by CLEC.
- 6.3 AT&T MICHIGAN will be responsible for loading the CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T MICHIGAN retail end users. CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.
- 6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached Appendix Pricing.
- 6.5 In all current AT&T MICHIGAN OS/DA switches, the applicable CLEC-charged retail OS/DA rates and a CLEC-provided contact number (e.g., reference to a CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 6.6 AT&T MICHIGAN will be responsible for loading the CLEC-provided OS/DA retail rates and the CLEC-provided contact number(s) into the OS/DA switches. CLEC will be responsible for paying the initial reference and rate loading charges.

- 6.7 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Appendix Pricing.
- 6.8 Converting End Users from Prior Branded Service to CLEC or Silent-Branded Service, or between Resale and facilities-based service.
- 6.8.1 To the extent that CLEC has already established the Branding/Silent Announcement recording in AT&T MICHIGAN OS/DA switches for both Resale and facilities-based service, then no Non-Recurring Charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 6.8.2 To the extent that CLEC has not established the Branding/Silent Announcement recording in AT&T MICHIGAN OS/DA switches for Resale and/or facilities-based service, then Non-Recurring Charges apply to set up the OS/DA call for the new type of service, as is described in section 6 above, and at the rates set forth in the attached Appendix Pricing.

Line	MICHIGAN - Generic Pricing Schedule /1/	USOC	AT&T RECURRING		AT&T NON-RECURRING	
			Monthly		Initial	Additional
	Directory Assistance					
	Directory Assistance, per call	OPEN	\$ 0.40		NA	NA
	National Directory Assistance (NDA), per call	OPEN	\$ 0.65		NA	
	National Directory Assistance (RDA), per call	OPEN	\$ 0.65		NA	
	Business Category Search (BCS) where applicable, per call	OPEN	\$ 0.65		NA	
	Directory Assistance Call Completion (DACC), per call	OPEN	\$ 0.15		NA	
	OS/DA Automated Call Greeting and References/Rates				NA	
	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN			\$1,800.00	\$1,800.00
	Branding and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03			NA
	Branding - Facility Based - Initial/Subsequent Load					
	- Branding, per trunk group	OPEN			\$800.00	\$800.00
	Rate Reference - Initial Load, per state, per OCN	OPEN			\$5,000.00	
	Rate Reference - Subsequent Load, per state, per OCN	OPEN			NA	\$1,500.00
	Operator Services					
	Fully Automated Call Processing, per call	OPEN	\$0.15		NA	NA
	Operator Assisted Call Processing - All Types (Including Busy Line Verify (BLV) and Busy Line Verification/Interrupt (BLVI)) per work second	OPEN	\$0.03		NA	NA
	DA Listing Liscense					
	Option #1 Full File (all states inclusive) Non-Billable Release (no query charges)					
	- per listing for initial load	OPEN	NA		\$ 0.040	NA
	- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA
	Option #2 Full File (all states inclusive) Billable Release					
	- per listing for initial load	OPEN	NA		\$ 0.020	NA
	- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA
	- per usage/query	OPEN	NA		\$ 0.020	NA
	Option #3 Pick & Choose (by state) Non-billable Release (no query charges)					
	- per listing for initial load	OPEN	NA		\$ 0.050	NA
	- per listing for subsequent updates	OPEN	NA		\$ 0.060	NA
	Option #4 Pick & Choose (by state) Billable Release					
	- per listing for initial load	OPEN	NA		\$ 0.020	NA
	- per listing for subsequent updates	OPEN	NA		\$ 0.030	NA
	- per usage/query	OPEN	NA		\$ 0.020	NA
	RESALE					
	DIRECTORY ASSISTANCE/OPERATOR SERVICES					
	Directory Assistance Services	RESALE	16.62%		20.29%	
	Local Operator Assistance Service	RESALE	16.62%		16.62%	
	National Directory Assistance (NDA), per call	OPEN	\$0.65		NA	
	National Directory Assistance (RDA), per call	OPEN	\$0.65		NA	
	Business Category Search (BCS) where applicable, per call	OPEN	\$0.65		NA	
	Directory Assistance Call Completion (DACC), per call	OPEN	\$0.15		NA	
	OS/DA Automated Call Greeting and Reference/Rates					
	Branding - Other - Initial/Subsequent Load, per switch, per OCN	OPEN			\$1,800.00	\$1,800.00
	Branding and Reference/Rate Look Up, per OS/DA call	OPEN	\$ 0.03			NA
	Rate Reference - Initial Load, per state, per OCN	OPEN			\$5,000.00	
	Rate Reference - Subsequent Load, per state, per OCN	OPEN			NA	\$1,500.00
	TOLL					
	TOLL	RESALE	16.62%		16.62%	
	OPTIONAL TOLL CALLING PLANS					
	Optional Toll Calling Plans	RESALE	16.62%		16.62%	