

13. MISCELLANEOUS SERVICE ARRANGEMENTS

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13.22 211 DIALING SERVICE

(N)

13.22.1 General

- A. The 211 dialing code (hereinafter referred to as "211") is a three-digit dialing arrangement designed specifically for the delivery of general information via voice grade facilities, for community information and referral services. Pursuant to order 00-256, issued by the Federal Communications Commission (the FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services. In addition, the 211 subscriber must comply with any order and rules pertaining to 211, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. The 211 dialing code is available from the company in the company's exchange area only. To provide access to a 211 dialing code to end users in another telephone company territory or to another telephone provider end users within the local calling area, the 211 subscriber must make appropriate arrangements with the telephone provider or other provider serving the territory. The 211 subscriber should work separately with competing local providers to determine that its end users will be able to reach community information and referral services provided by dialing 211.
- C. This service is subject to the availability of the 211 dialing code and the technical capability of the serving central office.
- D. The 211 dialing code can be delivered via regular exchange access lines.
- E. Limitations and use of service are stated in section 2 of this tariff.
- F. The local calling area of the 211 subscriber will be the Local Calling Area as defined by the company at the time the 211 code is ordered, as facilities permit. If the calling areas are merged, and a 211 number exists in both areas, the 211 subscriber who established the 211 service first in time will be entitled to retain the 211 number in the merged calling areas.
- G. Directory listings may be provided for 211 at rates and regulations as specified in Section 6 this tariff.
- H. The 211 subscriber is restricted from selling or transferring the 211 dialing code to an unaffiliated entity, either directly or indirectly.

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MISCELLANEOUS SERVICE ARRANGEMENTS

13.22 211 DIALING SERVICE (Cont'd)

(N)

13.22.1 General (Cont'd)

- I. A "211 subscriber" is defined as any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 211 subscriber. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of any entity, whether through the ownership of voting securities, by contract, or otherwise.
- J. Operator assisted calls to the 211 code will not be completed.
- K. Access to the 211 dialing code is not available to the following classes of service:
 - 1+
 - 0+,0- (credit card, third-party billing, collect calls)
 - 101XXXX
 - Inmate service
 - Cellular
 - Hotel/motel/hospital service (toll call only)

13.22.2 Conditions for Utilization

- A. Requests for utilization of the 211 dialing code must be submitted in writing to the South Carolina Budget Control Board, consistent with applicable state law for the assignment of the 211 code.
- B. Within 30 days of the number assignment, the 211 subscriber must initiate the request for service. The company will provision the subscriber's order within a reasonable time, dependent upon the given complexity of the order. The 211 subscriber will be billed the nonrecurring charge when the service is provisioned by the company.
- C. If, during or at the end of the provisioning period, the 211 subscriber has failed to establish service or decides to discontinue service establishment, the 211 code will be recalled and the number will be considered available for reassignment as specified in A. preceding.

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MISCELLANEOUS SERVICE ARRANGEMENTS

13.22 211 DIALING SERVICE (Cont'd)

13.22.2 Conditions for Utilization (Cont'd)

- D. The 211 subscriber, prior to provisioning of the service, shall sign a acknowledgement of possible recall of the 211 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the company or regulating entity. The 211 subscriber shall abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 211 dialing code. If a recall is effected, the company will work with the 211 subscriber affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The 211 subscriber will be required to migrate to any access arrangement within the 6-month notice period. The 211 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- E. Only one 7 or 10-digit toll-free number or one 10-digit local toll-free number may be used as the lead number per basic local calling area. All central offices within a basic local calling area must be pointed to the same one 7 or 10-digit local number or one 10-digit local toll-free number. Appropriate rates from Sections 3 and 4, and other applicable sections of this tariff will apply to this method of provisioning this service.
- F. The 211 dialing code is provided where facilities permit its utilization.
- G. The 211 subscriber shall work separately with any cellular or other wireless providers to determine whether their end user customers will be able to reach community information and referral services provided by dialing 211.
- H. The 211 subscriber shall work separately with any competitive service provider or other providers of telecommunications services to determine whether their end user customers will be able to reach telephone relay services by dialing 211.

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(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

13.22 211 DIALING SERVICE (Cont'd)

13.22.2 Conditions for Utilization (Cont'd)

- I. The 211 dialing code will be provided under the following conditions:
 1. For network sizing and protection, the 211 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 211 dialing code.
 2. The 211 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the company, to adequately handle calls to 211 without impairing the company's general telephone service or telephone plant.
 3. The 211 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 211 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
 4. The 211 subscriber is responsible for, and shall indemnify, protect, defend, and save harmless the company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees, incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable or slander. Unless otherwise provided for in this tariff, the company shall be authorized to disconnect any tariffed service provided to the 211 subscriber utilized, directly or indirectly, with the 211 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber or immediately upon oral notice to the 211 subscriber if any part of the system threatens or diminishes the full utilization of the telecommunication provider's network.

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MISCELLANEOUS SERVICE ARRANGEMENTS

13.22 211 DIALING SERVICE (Cont'd)

13.22.2 Conditions for Utilization (Cont'd)

Disconnection may be suspended at the discretion of the company if it receives written certification that the 211 subscriber is in compliance with regulations and conditions of the tariffs or if the service affecting condition is resolved before disconnection occurs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the company.

5. The 211 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 211. If requested by the company, the 211 subscriber shall assist the company in responding to complaints made to the company concerning the 211 dialing code.
6. A written notice will be sent to any 211 subscriber following oral notification when the 211 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the company. If after notification, the 211 subscriber makes no modification in the method of operation or in the service arrangements that are deemed service affecting by the company, or if the 211 subscriber is unwilling to accept the modifications, or if the 211 subscriber continues to cause service impairment, the company reserves the right, at any time, without further notice, to institute protective measures, up to and including the termination of the service. In any emergency situation as defined by the company, the company reserves the right, at any time, without notice, to institute protective measures up to and including the termination of the 211 service.
7. Suspension of the 211 dialing service as covered in section 2 of this tariff is not applicable for this service.

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MISCELLANEOUS SERVICE ARRANGEMENTS

13.22 211 DIALING SERVICE (Cont'd)

(N)

13.22.2 Conditions for Utilization (Cont'd)

- J. If a pre-recorded announcement is provided by the 211 subscriber, the following conditions apply:
 - 1. The 211 subscriber will provide announcements. The company will provide only for the delivery of the call.
 - 2. The provision of access to the 211 network by the company for the transmission of the announcement is subject to the availability of such facilities and the requirements of the local exchange network.
 - 3. The 211 subscriber assumes all financial responsibility for all costs involved in providing the announcements including, but not limited to, the recorder/announcement equipment located on the 211 subscriber's premises.
 - 4. The 211 subscriber assumes, according to other specific rates and charges, all financial responsibility for all facilities required, to connect the recorder/announcement equipment located on the 211 subscriber's premises.
- K. The company may take all legal and practical steps to disassociate itself from the 211 subscriber providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the company's discretion generates unacceptable levels of complaints by end users.
- L. In no event shall the company be liable for either any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this tariff. The company shall not be responsible for calls that can not be completed as a result of repair or maintenance difficulties and equipment or on equipment owned or leased by the 211 subscriber.

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MISCELLANEOUS SERVICE ARRANGEMENTS

13.22 211 DIALING SERVICE (Cont'd)

13.22.3 Third Party Involvement

- A. In those instances where a competitive service provider or other type of provider provides the 211 dialing code to its end user within the local calling area of the company, terms and conditions for the utilization of the 211 dialing code will be provided for in the appropriate interconnection agreement between the company and alternative provider.
- B. For purposes of providing an alternative end user access to the 211 subscriber within the local calling area, appropriate arrangements must be made by the alternative provider with the 211 subscriber serving the local calling area of the company.
- C. An alternative provider may negotiate for the provision of the appropriate directory listing as defined in the appropriate interconnection agreement between the company and the alternative provider.

13.13.4 Rates and Charges

A. Application of Rates

- 1. A service establishment charge shall apply per basic local calling area.
- 2. Normal tariffed charges for the local access service arrangements for 211 service for transporting and terminating messages at the 211 subscriber's designated premises.
- 3. Applicable service implementation charges as specified in section 4 of this tariff will apply, in addition to the above rates.
- 4. A central office activation charge will apply per central office translated to the lead number.
- 5. A charge will apply to changes to the point-to number at the subscriber's request, per 211 dialing service, per central office switch within the basic calling area.

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MISCELLANEOUS SERVICE ARRANGEMENTS

13.22 211 DIALING SERVICE (Cont'd)

(N)

13.22.4 Rates and Charges

B. Charges applicable to the 211 Dialing Service Subscriber:

1.	Service establishment charge	Nonrecurring <u>Charge</u>
	Per customer	\$350.00
2.	Central office activation	
	Per central office	\$150.00
3.	Change point-to-point number by subscriber request	
	Per central office	\$ 13.50

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