

Maryann H. Mackey Sr. Director Regulatory Affairs AT&T Ohio 45 Erieview Plaza Suite 1500 Cleveland, OH 44114

October 18, 2007

Ms. Renee Jenkins Public Utilities Commission of Ohio Docketing Division 180 East Broad Street Columbus, Ohio 43215

RECEIVED-DOCKETING DIV

Re: Case Nos. 07-1027-TP-EMG, 90-5032-TP-TRF In the Matter of the Application of AT&T Ohio to Introduce Outbound Emergency Notification Data Service

Dear Ms. Jenkins:

Enclosed for filing in the above referenced cases are three copies of tariff sheets for the AT&T Ohio P.U.C.O. Tariff No. 20 General Exchange Tariff. These tariff sheets are being submitted in compliance with the Finding and Order dated October 17, 2007 in Case No. 07-1027-TP-EMG and should be processed as the "final" tariff sheets that become effective on October 18, 2007.

This filing introduces Outbound Emergency Notification Data Service which is being offered for the purpose of supporting the ability of Public Safety Answering Points (PSAPs) to make broadcast notification calls to areas under their jurisdiction in the event of public emergencies.

In the event that you have any questions regarding this filing, please do not hesitate to call me.

Sincerely,

Maryan H. Mackey / JER

Maryann H. Mackey (216) 822-0086

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. Technician SM \_\_\_\_\_ Date Processed /0/18/07

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## 6. OUTBOUND EMERGENCY NOTIFICATION DATA SERVICE (OENDS)

### A. Description

Outbound Emergency Notification Service (OENDS) is an optional service that provides a county or municipality with telephone subscriber data from the Enhanced 9-1-1 Service database for the purpose of implementing or updating an outbound public emergency notification messaging system pursuant to Ohio Revised Code Section 4931.49 division (F)(5). An outbound public emergency notification system provides service users with a telephone warning of a public emergency situation through a computerized warning system.

Subscriber information is to be used for the sole purpose of contacting citizens during a Public Emergency.

#### **B.** Definitions

#### 911 Database

A system of manual procedures and computer programs used to create, store, and update the data required to provide the Selective Routing (SR) and ALI features.

#### Private and Semi Private Listing Service

Listing Services which excludes the customer's telephone number from the Company's directories, however with Semi-Private Service, the customer's telephone number is included in Directory Assistance records.

#### Public Emergency

For purposes of this tariff, a public emergency shall be defined as the presence of actual or imminent conditions which present either:

- 1) an immediate danger to the health and safety of people, or
- 2) a likelihood of severe irreparable damage to property.

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### 6. OUTBOUND EMERGENCY NOTIFICATION DATA SERVICE (OENDS) (cont'd)

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## C. Terms and Conditions

- 1. Customers of this service must be "911 customers" as referenced in the Company's Ohio General Exchange Tariff, Part 8, Section 3, Sheet No. 1 or their authorized agents or the State of Ohio.
- 2. Telephone subscriber data for all customers served by the requesting Customer, regardless of carrier or class of service, will be included in the data file. Information regarding the names, addresses and telephone numbers of Private and Semi-Private Listing Service customers will be provided for the purpose of facilitating response to public emergency calls.
- 3. The Company will provide OENDS data only for the jurisdictional area where the Customer is authorized to provide public emergency services.
- 4. Telephone subscriber data provided to a Customer for the purpose of implementing or updating an outbound public emergency notification system is confidential and proprietary. Subscriber data may be used only to identify the telephone location or service user, or both, and may not be used or disclosed by the Customer, or its agents or employees, for any other purpose. All other uses are prohibited. Customer agrees to abide by all applicable restrictions on the use of the subscriber data.
- 5. The OENDS information may not be reproduced in any manner, unless specifically authorized in writing by the Company. Upon request, the Customer will promptly return to the Company all OENDS information in a tangible form or certify to the Company that such information has been destroyed.
- 6. The Company will provide a copy of the OENDS data to the Customer. The Company may not be held liable under Ohio law for providing such information.
- A full extract of the OENDS data may be requested, at a maximum, once per month and will be delivered within 21 working days of receipt of a written request.
  (N)

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#### 6. OUTBOUND EMERGENCY NOTIFICATION DATA SERVICE (OENDS) (cont'd)

#### (N)

(N)

#### C. Terms and Conditions (cont'd)

- 8. The OENDS Customer may request incremental updates of OENDS data. The Customer may select incremental updates to be provided on a weekly, or monthly basis.
- 9. OENDS will reflect data that exists in the Company's 911 Database as of the day the extract is produced.
- 10. The OENDS Customer is responsible for maintaining the confidentiality of the data contained within the extract.
- 11. The Customer and participating governmental units and agencies each agree to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, other than the Company's sole negligence, arising out of the Customer's use of the Outbound Emergency Notification Data Service whether suffered, made, instituted or asserted by the Customer or by any other party or person, 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.
- 12. OENDS is provided solely for the benefit of the Customer. The provision of OENDS by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the Customer.
- 13. The Customer also agrees to use the OENDS information consistent with the law, applicable regulations, and this tariff. The Company shall not be liable for any violation of the law, applicable regulations, or this tariff by the Customer.
- 14. A full extract of OENDS data will be mailed to the Customer on CD. Incremental updates may be provided on CD or via Electronic Transfer
- 15. Each entity that performs an outbound emergency notification message shall do so in coordination with other municipalities within the county.

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6.	OU.	TBOUND EMERGENCY NOTIFICATION DATA SERVICE (OENDS) (cont'd)	(N)
c.	C. Terms and Conditions (cont'd)		
	16.	Each entity that performs an outbound emergency notification message shall notify the Ohio 9- 1-1 coordinator in writing within twenty-four hours after initiating the messaging. The report shall include:	
		(a) The date and time that the outbound emergency notification message was initiated.	
		(b) The total number of individual unique outbound emergency notification messages sent.	
		(c) The circumstances surrounding the situation that spurred the outbound emergency notification message(s).	
		(d) The total number of telephone numbers the message(s) was delivered to.	
		(e) The number of square miles included in the geographic area of the outbound emergency notification message(s).	
		(f) A summary of whether or not the entity submitting the report believes the outbound emergency notification message will be utilized to deliver a message in relation to this same situation in the near future and, if so, for what length of time the submitting entity believes the situation will continue.	
	(17)	Each entity that wishes to perform a test message of an outbound emergency notification messaging system shall provide twenty-four hours advanced notification of the scope and scheduled time of the test to:	
		a) The news media in the affected area.	
		(b) The Ohio 9-1-1 coordinator.	
	(18)	Any entity that fails to abide by the terms of this tariff shall hence forth receive no further data extracts from the 911 database.	 (N)

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# 6. OUTBOUND EMERGENCY NOTIFICATION DATA SERVICE (OENDS) (cont'd) (N) D. Features The following data elements will be provided on each file where they exist in the Company's 911 Database: **Telephone Number** Service Address **Class of Service** Full Extract The initial or subsequent extraction of complete telephone subscriber data for all customers served by the requesting Customer from the Company's 911 Database. Full extracts are only available on a monthly basis. Incremental Update An extract containing only additions, deletions, and modifications to the telephone subscriber data for all customers served by the requesting Customer from the Company's 911 Database since the last full extract or incremental update. Incremental updates are available on a weekly or monthly basis. (N)

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## OUTBOUND EMERGENCY NOTIFICATION DATA SERVICE (OENDS) (cont'd) (N) 6. D. Prices OENDS is available as a full extract only, an initial full extract with subsequent full extracts on a monthly basis or a full extract with incremental updates on a weekly or monthly basis. The Customer may request an initial full extract when establishing an outbound public emergency notification messaging system as well as subsequent full extracts to verify or update the data in its system. A one-time, non-recurring charge applies for a full extract. A monthly recurring charge applies subsequent full extracts. A monthly recurring charge applies for incremental updates. The Customer selects the frequency of the updates - weekly or monthly. Regardless of the frequency selected, there is a single monthly charge... 1. Service Elements Monthly Nonrecurring Description /Billing Code/ Charge Service Charge Full Extract \$462.00 -Subsequent Full Extract once per month \$270.00 (N)Incremental Updates - weekly or once per month \$170.00