

R.10-02-005

Response to Data Request Set A of the National Consumer Law Center

To:	DARLENE R. WONG, Of Counsel for the National Consumer Law Center
From:	HARVEY MORRIS, NOEL OBIORA, Office of Ratepayer Advocates (ORA) HAYLEY GOODSON, The Utility Reform Network (TURN) ENRIQUE GALLARDO, The Greenlining Institute (Greenlining) MELISSA W. KASNITZ, Center for Accessible Technology (CforAT) CHONDA NWAMU, Pacific Gas and Electric Company (PG&E) MONICA GHATTAS, Southern California Edison Company (SCE) KIM F. HASSAN, San Diego Gas & Electric Company and Southern California Gas Company
Re:	NCLC Data Request Set A
Date Sent:	April 8, 2014
Response Due:	On or before 12:00 pm PST, April 10, 2014
Response Provided:	On or before 12:00 pm PST, April 10, 2014

Questions to ORA, TURN, Greenlining, CforAT, SDG&E, SCE, SoCalGas, and PG&E:

Question 1

1. Regarding the interpretation of Section 4.1.1 of the proposed Settlement Agreement, please indicate whether it is true that the Settling Party intends that the following permanent protections established in D.12-03-054 would remain in place as permanent protections after the expiration of the proposed Settlement. If a complete confirmation cannot be given, please clarify and explain why:
 - a. the requirement for a pre-disconnection site visit by a field representative for vulnerable customers is a permanent protection (See D.12-03-054 at pages 40-41).
 - b. the requirement that utilities ensure that CSRs offer the option of live enrollment in the CARE program is a permanent protection (See D.12-03-054 at pages 40-41).

Response to Question 1 provided by ORA, TURN, Greenlining, CforAT, SDG&E, SCE, SoCalGas, and PG&E:

- a. The Settling Parties intend that the requirement for a pre-disconnection site visit by a field representative for vulnerable customers would be governed by D.12-03-054 at the expiration of the Settlement Agreement on December 31, 2016. D.12-03-054 pertains only to PG&E and SCE and requires both utilities to provide, until further order of the Commission, an in-person field visit from a utility

representative prior to disconnecting a customer on medical baseline, life support, or who certifies that she or he has a serious illness or condition that could become life threatening if service is disconnected. (D.12-03-054, Ordering Paragraphs 2 and 4). SDG&E and SoCalGas are not subject to the requirements of D.12-03-054.

Consistent with this intent, the Settling Parties have petitioned the Commission to modify D.12-03-054 to “incorporate the terms and provisions of the Settlement Agreement” as opposed to superseding the requirements adopted in D.12-03-054. (Petition for Modification, pp. 1, 10-11). Likewise, the Settling Parties do not seek to modify the original language of D.12-03-054, Ordering Paragraph 2(h), which addresses the field visit requirement. (Petition for Modification, p. 9). However, on closer inspection, Settling Parties have discovered that Ordering Paragraph 2(b), which is quite similar to 2(h), is in actuality the paragraph that the Commission intended to persist until further order. (D.12-03-054, Ordering Paragraph 4). Paragraph 2(b) requires the field visit, and Paragraph 2(h) requires that the utility field representative be able to collect on a bill during the in-person visit. Even so, we do not intend for the Commission to modify the ongoing obligations established in D.12-03-054 by adopting the Settlement Agreement.

Furthermore, pursuant to Section 4.1.3 of the Settlement Agreement, PG&E, SCE, SDG&E and SoCalGas are obligated to reflect in their respective Tariffs the field visit requirements provided in Sections 4.1.1 and 4.1.2. The Settling Parties intend that these tariff provisions will remain in effect unless and until the respective utility seeks Commission authorization to modify the Tariff and such authorization is granted. As such, the Tariff provisions related to field visits for vulnerable customers would not automatically expire at the conclusion of the Settlement Agreement term.

- b. Section 4.3 of the Settlement Agreement governs CARE enrollment by CSRs, not Section 4.1.1, as this question suggests.

The Settling Parties intend that the requirement that utilities ensure that CSRs offer the option of live enrollment in the CARE program would be governed by D.12-03-054 at the expiration of the Settlement Agreement on December 31, 2016. D.12-03-054 pertains only to PG&E and SCE and requires both utilities to ensure that their CSRs offer customers the option of enrolling in the CARE program over the telephone, until further order of the Commission. (D.12-03-054, Ordering Paragraphs 2(i), 4).

Consistent with this intent, the Settling Parties have petitioned the Commission to modify D.12-03-054 to “incorporate the terms and provisions of the Settlement Agreement” as opposed to superseding the requirements adopted in D.12-03-054. (Petition for Modification, pp. 1, 10-11). Likewise, the Settling Parties do not

seek to modify the original language of D.12-03-054, Ordering Paragraph 2(i), which addresses CARE enrollment by CSR. (Petition for Modification, p. 9).

SDG&E and SoCalGas are not subject to the requirements of D.12-03-054. However, Section 4.3 of the Settlement Agreement provides that SDG&E and SoCalGas will seek funding to implement CARE enrollment by telephone in their next Low Income Program applications, so they may be subject to new Commission orders related to CARE enrollment by CSRs at the expiration of the Settlement Agreement.

Question 2

2. Please confirm whether it is the Settling Party's intent that the following directive from D.12-03-054 would be continued indefinitely as a permanent protection established by the Commission, during as well as after the expiration of the proposed Settlement, December 31, 2016. If a complete confirmation cannot be given, please clarify and explain why.

“[PG&E and SCE will] Provide that medical baseline customers, life support customers, and customers who certify that they have a serious illness or condition that could become life threatening if service is disconnected shall not be disconnected without an in-person visit from a utility representative. Such visits should take place within 48 hours, or at the time, of disconnection. The representative must be able to collect on a bill during an in-person visit prior to disconnection.” (See D.12-03-054 at 3).

Response to Question 2 provided by ORA, TURN, Greenlining, CforAT, SDG&E, SCE, SoCalGas, and PG&E:

That is correct with one caveat, explained below.

During the term of the Settlement Agreement, Sections 4.1.1 and 4.1.2 of the Settlement Agreement require PG&E and SCE to continue the practices required by D.12-03-054, as summarized by the excerpt provided in Question 2.

The Settling Parties do not intend to modify the requirements of D.12-03-054 that have no expiration date, as explained in our response to Question 1.a. These requirements include a field visit by PG&E and SCE for vulnerable customers within 48 hours, or at the time, of disconnection. (See D.12-03-054, Ordering Paragraphs 2(b) and 4).

We note that the requirement that the utility field representative be able to collect on a bill during an in-person visit, which is included in the excerpt, is not among the provisions in D.12-03-054 without expiration date. (See D.12-03-054, Ordering Paragraphs 2(h) and 4.) Even so, as explained in response to Question 1.a., the Settling Parties intend for the provisions of Section 4.1.2, which relate to bill collection during field visits, to be reflected in utility Tariffs and remain in effect unless and until the

respective utility seeks Commission authorization to modify the Tariff and such authorization is granted.

The following question is directed to PG&E and SCE:

Question 3

3. Regarding Sections 4.1.1 and 4.1.3 of the proposed Settlement, please confirm that PG&E and SCE intend to include in their tariffs the information that the protection regarding in-person site visits for their vulnerable customers is a non-expiring protection.

Response to Question 3 of PG&E and SCE:

PG&E and SCE do not intend to include any information in the Tariffs to be modified pursuant to the Settlement Agreement related to the expiration of those tariff provisions. Tariff modifications are addressed in Section 4.1.3 (Field Visit for Vulnerable Customers), Section 4.2.4 (Effective Communication Policies), and Sections 4.4.10.1, 4.4.10.3, 4.4.10.4 (Re-Establishment of Credit Deposit). The Settling Parties intend that these tariff provisions will remain in effect unless and until the respective utility seeks Commission authorization to modify the Tariff and such authorization is granted. As such, the Tariff provisions related to field visits for vulnerable customers would not automatically expire at the conclusion of the Settlement Agreement term.