

ACCESS SERVICE

8. Billing and Collection Services

The Utility will provide Billing and Collection Services for Message Telecommunications Service (MTS) calls, Information Service Calls, and telecommunications related services to Customers authorized by the California Public Utilities Commission (referred to hereafter as "Commission") to provide Intrastate Telecommunications Services, to the extent such authorization is required by law.

The Utility reserves the right, in its sole discretion, to determine whether a Customer transaction constitutes a telecommunications related service for purposes of Utility's Billing and Collections Services. The Utility will also provide Billing and Collections Services to the authorized billing agents of Customers under such requirements as mandated by the Commission.

Customer billing and collection requirements that are not covered in this tariff will require a feasibility study to determine if the Customer's additional needs can be met. The charges and rates plus the time periods will be administered on an individual case basis.

The Utility will provide the following Billing and Collections Services:

- 8.1 Recording Service
- 8.2 Rating Service
- 8.3 Billing and Collection Services for Message Telecommunications Service (MTS) Calls
- 8.4 Billing and Collection Services for Information Service Calls
- 8.5 Billing and Collection Services for Telecommunications-Related Services
- 8.6 Billing Investigation and Analysis
- 8.7 End User Account Information
- 8.8 Account Ready Billing and Collection Services

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The Utility will bill Customers for the provision of Billing and Collection Services under this tariff. The payment regulations set forth in Section 2.4 preceding apply.

z Correction - Inadvertently omitted from Advice Letter No. 18772 effective May 11, 1997.

Continued

Advice Letter No. 19005

Issued by

Date Filed: Sept 3 1997

Decision No.

A. E. Swan

Effective: OCT 13 1997

Executive Director

Resolution No.

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

Suspension of Performance; Right to Withhold; and Offset

(N)

Upon notice to the Customer, the Utility may suspend performance of Billing and Collection Services immediately if the Customer is in breach of any other agreement between the Customer and the Utility.

The Utility shall net against the Customer's Purchase of Accounts Receivable those amounts separately billed by the Utility and owed by the Customer for Billing and Collection Services. If the Customer fails to pay when due any interest or other amounts due to the Utility under this tariff or any other amounts owed to the Utility or its affiliates, then in addition to any other rights the Utility may have under this tariff, the Utility may refuse to provide any further Billing and Collection Services to the Customer, including Billing and Collection Services on Customer accounts received through an aggregator, affiliate or other agent of the Customer.

If the Customer fails to pay its obligations to the Utility or any affiliated company as they become due or when services are terminated, the customer agrees the Utility shall be entitled to withhold any funds, which otherwise might be due, or become due to the Customer, to satisfy any unpaid or potential obligation of the Customer and/or any of its affiliated companies to the Utility or any affiliated company, including, but not limited to, any amounts due under this tariff, any access charges due the Utility, under any other agreement, or otherwise. The Customer further agrees that the right of the Utility to net and/or withhold any funds, to satisfy any unpaid or potential obligation of the Customer and/or any of its affiliated companies is superior to any claim by the Customer's lenders, debtor in possession lenders, or any other creditor of the Customer and/or its affiliated companies.

Where the Customer acts as an agent or aggregator of a Client or any other Third Party and such Client or Third Party has an outstanding balance due to the Utility, the Utility may net any amounts due to the Utility against payments due the Customer, not to exceed the Message revenues associated with such Client or Third Party.

(N)

Material omitted now on Sheet 457-B.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service

(L)

8.1.1 General Description

The Utility will provide Recording Service in association with the offering of Feature Groups C and D Switched Access Service served by Utility-provided automatic message accounting equipment. In addition, where the Utility records the Customer Messages on manual tickets the Utility will provide Recording Service for the manual tickets.

Recording Service is the recording of the details of a Customer Message and, when requested by the Customer, the provision of those details to the Customer. Recording Service includes recording, assembly and editing, and provision of recorded Customer Message detail.

Recording is the entering on magnetic tape or other acceptable media the details of Customer Messages originated through Switched Access Service for which appropriate answer and disconnect supervision has been received. Recording is provided 24 hours a day, 7 days a week.

Assembly and editing is the aggregating of the recorded Customer Message details to create individual messages and verification to assure that the data required for rating, in accordance with the standard format established by the Utility, is present and accurate. Assembly and editing is performed each work day. Provision of the recorded detail is the forwarding to the Customer of the assembled and edited Customer Message detail. Except for lost or damaged records, the recorded detail will be available to the Customer not more than 5 business days after the date all the detail requested by the Customer has been processed by the Utility.

The Utility will provide Recording Service on an NPA-NXX basis in designated end offices in its operating territory.

(L)

(L) Formerly on Sheet 457-A.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service

(L)

8.1.1 General Description

The Utility will provide Recording Service in association with the offering of Feature Groups C and D Switched Access Service served by Utility-provided automatic message accounting equipment. In addition, where the Utility records the Customer Messages on manual tickets the Utility will provide Recording Service for the manual tickets.

(L)

Recording Service is the recording of the details of a Customer Message and, when requested by the Customer, the provision of those details to the Customer. Recording Service includes recording, assembly and editing, and provision of recorded Customer Message detail.

(T)

(T)

Recording is the entering on magnetic tape or other acceptable media the details of Customer Messages originated through Switched Access Service for which appropriate answer and disconnect supervision has been received. Recording is provided 24 hours a day, 7 days a week.

Assembly and editing is the aggregating of the recorded Customer Message details to create individual messages and verification to assure that the data required for rating, in accordance with the standard format established by the Utility, is present and accurate. Assembly and editing is performed each work day.

Provision of the recorded detail is the forwarding to the Customer of the assembled and edited Customer Message detail. Except for lost or damaged records, the recorded detail will be available to the Customer not more than 5 business days after the date all the detail requested by the Customer has been processed by the Utility.

(T)

The Utility will provide Recording Service on an NPA-NXX basis in designated end offices in its operating territory.

(L)

(L)

(L) Formerly on Sheet 457.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.1 General Description (Cont'd)

(D)

(D)

The term "Customer Message" used herein denotes a completed call originated by a Customer's end user. A Customer Message begins when answer supervision from the Customer premises, indicating that the called party has answered, is received by the Utility's recording equipment. A Customer Message ends when disconnect supervision is received by the Utility's recording equipment from either the Customer premises or the Customer's end user's premises from which the call originated. (L)

8.1.2 Undertaking of the Utility

(A) Recording Service will be ordered under a Customer Order by an authorized representative of the Customer as set forth in 8.1.5 following. The Utility will provide the service as set forth in (B) through (G) following at the rates and charges set forth in 8.1.8 following. (N)

(B) The Utility will record all Customer Messages carried over Feature Groups C and D Switched Access Service that are available to the Utility provided recording equipment. Unavailable Customer Messages (i.e., certain Feature Group C, operator and TSPS messages which are not accessible by Utility provided recording equipment operators) will not be recorded. The recording equipment will be provided at locations selected by the Utility. Assembly and editing will be performed on all Customer Messages recorded during the billing period. Except as set forth in 8.1.2(F) and 8.1.3 following, recorded message detail from previous billing periods will not be regenerated and made available to the Customer. (T)

Material omitted now on Sheet 458-A.
(L) Formerly on Sheet 457.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.2 Undertaking of the Utility (Cont'd)

(N)

(C) A standard format for the provision of the recorded message detail will be established by the Utility and provided to the Customer. If, in the course of Utility business, it is necessary to change the format, the Utility will endeavor to provide notification to the Customer 6 months prior to the change.

(T)(L)

(L)

(L) Formerly on Sheet 458.

Continued

Advice Letter No. 17860
Decision No.

Issued by
A. E. Swan
Executive Director

Date Filed: Nov. 9, 1995
Effective: JUN 26 1996
Resolution No.

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.2 Undertaking of the Utility (Cont'd)

(D) The recorded message detail provided to the Customer will, when requested by the Customer, be sorted to furnish details to meet the Customer needs. 1(T)

1(T)

The sorting will be provided in accordance with the specifications the Customer provides when it orders recorded message detail with sorting. If the information necessary to sort the recorded message detail as requested by the Customer is not available in the recorded message detail, the Utility will provide the sorting if (1) the information necessary to perform the sort is contained in its end user information data base or the Wire Center Information as set forth in The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4, Section 16, (For Information on how to obtain copies of the NECA Tariff see Section 14 following.) or (2) the Customer provides the necessary information. 1(T)

If the sorting is to be performed using information which is confidential due to legal, national security, end user or regulatory imposed requirements, the information will not be used unless the Customer secures written permission from the end user for the Utility to use such information as requested by the Customer or such other written authorization that the Utility, in its sole discretion, requires the Customer to obtain. 1(N)

1(N)

When sorting of recorded message detail is provided to the Customer, the interval, minimum period, and charges to provide the sorting will be determined on an individual case basis. 1(T)

(E) The recorded message detail can be provided via either magnetic tape or data transmission. When the Customer selects the magnetic tape option, the Utility will supply the magnetic tapes. Unless specified otherwise by the Customer, the magnetic tapes will be sent to the Customer via the U.S. Mail or the Customer may pick up the magnetic tapes at a location designated by the Utility. 1(T)

NOTE 1: Pending CPUC Approval of Advice Letter No. 17860. (N) Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.2 Undertaking of the Utility (Cont'd)

(E) Cont'd

When the Customer selects the data transmission option, an interface development charge will apply as set forth in 8.1.7 (D) following. In the event the Customer does not wish to receive the recorded message details, the Utility must receive notice from the Customer at least 2 weeks prior to the date the details would be sent to the Customer.

(T)(L)

(T)(L)

(F) At the Customer's request, the Utility will make reasonable efforts to recover the recorded message detail previously made available to the Customer. The charges as set forth in 8.1.7(C) following will apply for all such detail provided. Such a request must be made within 30 days from the date the details were initially made available to the Customer.

(T)(L)

(T)

(T)

(L)

(D)

(D)

(G) At the Customer's request the Utility will assess the feasibility of the development of a project or program to satisfy a particular Customer requirement. If determined to be feasible, the applicable development charges will apply for such an undertaking.

(T)(L)x

(T)(L)x

(N)

(N)

8.1.3 Liability of the Utility

(L)y

Notwithstanding 2.1.3 preceding the Utility's liability for Recording Service is as follows:

(A) When the Utility determines message detail, is not available because the Utility loses or damages tapes or incurs recording system outages, it will estimate the volume of lost messages and associated revenue based on previously known values. In such events, the extent of the Utility's liability for damages shall be limited to the granting of a corresponding credit adjustment to the amount due the Customer to account for the lost or unbillable revenue.

(L)y

Material omitted now on Sheets 459 and 460.

(L) Formerly on Sheet 459-B.

(L)x Formerly on Sheet 459-C.

(L)y Formerly on Sheet 460.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.4 Obligations of the Customer (Cont'd)

(D)

(D)

(A) (Cont'd)

(L)

The Customer will order Recording Service at least one month prior to the date when the Customer message detail is to be recorded. The Customer will be solely responsible for all charges incurred relating to the provisioning arrangements. These arrangements can include provision of data transmission lines and/or courier services.

(T)

- (B) The Customer will order provision of recorded message detail at least one month prior to the date when it wishes to receive data transmission or magnetic tapes of the recorded message detail. Any change in the provision of recorded message detail to the Customer will be accommodated on an individual case basis.

(T)

(T)

(T)

- (C) The Customer's terminal location will provide such signals as may be required for the proper operation of the Utility's automatic message accounting equipment used to perform the recordings.

(L)

8.1.5 Ordering Provisions

(T)(L)x

- (A) The Customer will order Recording Service for a minimum of 6 months using a Customer Order. If the service is cancelled or discontinued within the initial 6 month minimum period following commencement of the Recording Service, a monthly charge will be applied to the remaining portion of the minimum period based upon the average monthly charge for the time period for which Recording Service was provided.

(T)(L)x

Material omitted now on Sheets 459-A.

(L) Formerly on Sheet 461.

(L)x Formerly on Sheet 462.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

(D)

(D)

Continued

Advice Letter No. 17860
Decision No.

Issued by
A. E. Swan
Executive Director

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.5 Ordering Provisions (Cont'd)

(T)

(D)

(D)

(B) A Customer may cancel a Customer Order for Recording Service provided it is received at least 10 business days prior to the service date. The cancellation date is the date the Utility receives written or verbal notice from the Customer that the Customer Order is cancelled. The verbal notice must be followed by written confirmation within 10 business days. The service date for Recording Service is the date the Customer requests the recording to start.

(L)

When a Customer cancels a Customer Order for Recording Service less than 10 business days before the service date, the Customer will be liable for all costs incurred by the Utility in preparing to provision the Recording Service and all costs incurred to remove the capability from the Utility's system.

(T)

(T)

(C) When a Customer requests material changes to an existing Customer Order for Recording Service, the existing order will be cancelled and the requested changes accommodated under a new Customer Order.

(T)

(T)

Material changes to an existing Customer Order for Recording Service include, but are not limited to, changes in sorting parameters and provision of data transmission to a Customer location of recorded message detail. Non-material changes to the existing order include changes in schedules, dates or intervals for receipt of recorded message detail, changes in Customer Name, Customer Address and Customer requests to receive Recording Service output at the Utility location instead of through U.S. Mail. Development charges will apply to all material changes on an individual case basis.

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(T)

(T)(L)

Material omitted now on Sheets 459-A and 459-B.
(L) Formerly on Sheet 463.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.6 Audit Provision

(T)

(A) Upon 60 day written notice by the Customer or the utility to the other, the requesting party shall have the right through its authorized representatives to audit and examine, during normal business hours, the non-requesting party's records, books, and documents, as may reasonably contain information relevant to the operation of this tariff. The Customer shall have the right to review information bearing upon the provision by the Utility of services under this Section 8 and the Utility shall have the right to review information bearing upon Customer's compliance with the terms of this Section 8 or Customer's actions which may adversely affect the Utility's performance under this Section 8. Within this 60 day period, the Customer and Utility will reasonably agree upon the scope of the audit or examination, the documents to be reviewed, and the time, place, and manner in which the audit or examination will be performed.

(T)(L)

(T)(L)

Neither the Customer nor the Utility will perform more than one audit and one examination in any 12 month period. The Customer and the Utility will bear their own expenses occasioned by the audit or examination, provided that the expense of any special data extraction shall be borne by the requesting party.

(N)

(B) Where any audit or examination discloses error(s) which are agreed upon by the Customer and the Utility, the non-requesting party, in a timely manner, will undertake corrective action for such error(s).

(N)

(D)

(D)

Material omitted now on Sheets 459-C.
(L) Formerly on Sheet 461-A.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.6 Audit Provision (Cont'd)

(T)

Material omitted now on Sheet 461.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.6 Audit Provision (Cont'd)

(T)

(C) All information received or reviewed by the requesting party or its authorized representative in connection with the audit or examination is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit or examination or the resolution of its findings (which may include any disputed resolution proceedings, including but not limited to arbitration or judicial proceedings), nor is said information to be used for any other purposes. All information received or reviewed by the requesting party or its authorized representative in connection with any audit or examination that the requesting party desires to distribute, provide or disclose in any dispute resolution proceeding shall be subject to protective arrangement as reasonably agreed to by the Customer and Utility. The non-requesting party reserves the right to require any non-employee who is involved directly or indirectly in any audit or examination or resolution of its findings, as described, above to execute a non-disclosure agreement satisfactory to the non-requesting party.

(T)

(T)

(T)

(N)

(N)

(D) Notwithstanding 2.1.8 preceding, in the event the Customer fails to provide adequate records as set forth in (A) preceding, the Utility may discontinue the provision of all services to the Customer under this Section 8 upon 30 days written notice.

(N)

(N)

8.1.7 Rate Regulations

(L)

(A) For each Customer Message recorded, the recording and the assembling and editing charges apply except when the Customer orders Rating Service. When Rating Service as set forth in 8.2.1 following is ordered for the same Customer Messages, the assembling and editing charge does not apply per Customer Message.

(L)

(L) Formerly on Sheet 463-A.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.7 Rate Regulations (Cont'd)

(B) When message detail is provided to a Customer or a third party at the Customer's request, a provision of message detail charge will apply on a per record processed basis. A record is a logical grouping of information as described in the programs that process the information and load the magnetic tapes or data file. The Utility will determine the charges based on the count of the records processed. The number of records processed will be determined using the number of records output from the programs that process the information and load the magnetic tapes or data file.

(T)

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(L)

(C) The basic and premium per hour rates as set forth in 8.1.8(E) and the Central Processing Unit Time as set forth in 8.1.8(F) following will be used in computing the individual case basis pricing.

(T)(L)x

(T)(L)

(D) The charge to establish or change Recording Service on an NPA-NXX basis and class of service basis will be determined using the rates and procedures as defined in 8.1.7(C) preceding. The Utility reserves the right in its sole discretion to determine if a class of service recording request is technically feasible.

(T)(L)

(L)x

Material omitted now on Sheet 460.

(L) Formerly on Sheet 463-A.

(L)x Formerly on Sheet 463-B.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.7 Rate Regulations

(T)

(D)

(D)

Material omitted now on Sheets 462 and 463.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.7 Rate Regulations (Cont'd)

(T)

(D)

(D)

Material omitted now on Sheet 463.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.8 Rates and Charges

	Rates
(A) Recording per Customer Message	\$ 0.0113 (R)
(B) Assembly and editing per Customer Message	0.0044
(C) Provision of message detail per Record Processed per magnetic tape	0.0044 47.29 (R)
(D) Data transmission Interface Development and Maintenance	ICB rates and charges apply
(E) Development Charges	
(1) Basic rate per hour or fraction thereof, (applicable to work performed within the Utility's normal work schedule and using the normal work force).	\$ 75.66 (R)
(2) Premium rate per hour or fraction thereof, (applicable to work performed outside the Utility's normal work schedule and/or which requires additions to the normal work force).	94.58
(F) Central Processing Unit per hour or fraction thereof	472.90 (R)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.1 Recording Service (Cont'd)

8.1.8 Rates and Charges (Cont'd)

(T)

(D)

(D)

Material omitted now on Sheet 464.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service

8.2.1 General Description (Cont'd)

(T)

(T)

(D)

(D)

Rating Service is the transforming of the recorded details of messages or events into rated transactions in preparation for billing. The term "Transaction Detail" used herein denotes the recorded details of Customer's telecommunications messages and telecommunications related transactions or events. Rating Service includes the following:

(T)(L)

(T)(L)

(A) Editing and verification of Transaction Details to assure that the data required for rating are present;

(N)

(B) Computing of applicable charges for each Transaction Detail based on the Customer's provided schedule of rates;

(C) Preparation of the Transaction Detail for input to the Utility's billing system, to the Customer, or to other entities.

(N)

(L) Formerly on Sheet 466.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service

(T)

8.2.1 General Description (Cont'd)

(T)

(D)

(D)

8.2.2 Undertaking of the Utility

(T)(L)

(A) Rating Service will be ordered under a Customer Order by an authorized representative of the Customer as set forth in 8.2.5 following. The Utility will provide the service as set forth in (B) through (L) following at the rates and charges set forth in 8.2.8 following.

(T)(L)

(T)

(B) The Utility will provide Rating Service for Transaction Detail recorded by the Utility as set forth in 8.1 preceding or other Transaction Detail provided by the Customer. Transaction Detail will be rated by the Utility in accordance with a rate schedule furnished by the Customer.

(T)

(T)(L)

(C) Transaction Detail, in a form acceptable to the Utility, is required for the provision of Rating Service. The Transaction Detail must be in the standard format established by the Utility and delivered to the location specified by the Utility. The Utility will provide to the Customer the precise details of the required format.

(T)(L)y

(T)(L)y

Material omitted now on Sheets 478 and 479.
(L) Formerly on Sheet 468.
(L)y Formerly on Sheet 469.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(T)

8.2.2 Undertaking of the Utility (Cont'd)

(T)

(C) (Cont'd)

(T)

If, in the course of Utility business, it is necessary to change the format, the Utility will endeavor to provide notification to the Customer 6 months in advance of the change.

(T)

(D) If the Customer provided Transaction Detail must be converted by the Utility to the standard format, and the Utility agrees to make the conversion, development charges as set forth in 8.2.8 (E) and (F) following will apply to the design, development, testing and maintenance of the necessary programs. The assembly and editing charge as set forth in 8.1.8(B) preceding also applies to all Transaction Details converted by the Utility.

(T)(L)

(T)(L)

(D)

(D)

(E) Any sent-paid coin Customer Messages provided as input by the Customer will be processed unless the Customer specifies in writing that such Customer Messages are not to be processed. When such Customer Messages are processed, rating charges will apply.

(N)

(N)

(F) If the Customer requests that the Utility reprocess Customer provided Transaction Details because of a Customer error, the Utility will do so and the appropriate charges as set forth in 8.2.7 following will apply.

(T)(L)

(T)(L)

(G) The Utility will develop the Customer's schedule of rates into a rating program. A development charge, as set forth in 8.2.8(E) and (F) following will apply to the design, development, testing and maintenance of the necessary programs.

(T)(L)

(T)(L)

(N)

(N)

(H) Upon acceptance by the Utility of a Customer Order for Rating Service, the Utility will determine the period of time to implement such service on an individual order basis.

(T)(L)x

(T)

(L)x

(D)

Material omitted now on Sheets 479.

(L) Formerly on Sheet 469. (L)x Formerly on Sheet 470.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(T)

8.2.2 Undertaking of the Utility (Cont'd)

(T)

(I) Changes in the rate levels of Customer charges to be billed will normally be implemented within 30 days after receipt of a request from the Customer. Such changes will require modifications of the rating program. A development charge will apply to the design, development, testing and maintenance of the necessary programs. If any Transaction Detail must be reprocessed in order to apply the rate changes, the appropriate rating charges as set forth in 8.2.8 following will apply for all Transaction Detail reprocessed by the Utility. (L)

(T)

(T)

(T)

(T)

(T)(L)

(J) Changes in the rate structure for Customer services to be billed also require a change in the rating program. When the Utility determines it can accommodate the changes, the charges and the period of time to make such changes will be determined on an individual case basis. A development charge will apply to the design, development, testing and maintenance of the necessary programs. If any Transaction Detail must be reprocessed in order to apply the rate changes, the appropriate rating charges as set forth in 8.2.8 following will apply for all Transaction Detail reprocessed by the Utility. (T)(L)

(T)

(T)(L)

(K) The Utility will, upon Customer's request, provide to the Customer or a third party, rated Transaction Detail for the Customer's end users. The rated Transaction Detail will be provided on an individual request basis in a format similar to that used by the Utility as input to Billing and Collections Service. The rated Transaction Detail will not be sorted by specific end users, groups of end users, office or location. The charge to design, develop, test and maintain the necessary programs will be determined on an individual case basis. (T)(L)x

(T)(L)x

(T)(L)x

(D)

(D)

(L) Formerly on Sheet 470.

(L)x Formerly on Sheet 471.

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)

8.2 Rating Service (Cont'd) (T)

8.2.2 Undertaking of the Utility (Cont'd) (T)

(X) (Cont'd)

In addition, the provision of rated Transaction Detail as set forth in 8.2.8(C) will apply. Requests to resend this data must be made within 30 days of the initial date the data was made available to the Customer. The Utility will make reasonable efforts to reassemble the rated Transaction Detail and resend it to the Customer. The Customer is responsible for any additional costs associated with the resend request including the charges set forth in 8.2.8(C) following. (T)(L)

(L) The Transaction Detail which the Utility processes that cannot be rated in accordance with the Customer's rate schedule will be reviewed by the Utility's message investigation groups. Upon completion of the review, Transaction Detail that can be rated will be rated in accordance with the Customer's rate schedules and delivered to the Customer or input into the Utility's billing system depending upon the Customer's directions. Transaction Detail that cannot be rated in accordance with the Customer's rate schedule will be handled in accordance with instructions that have been mutually determined by the Utility and the Customer. The appropriate charges, as set forth in 8.2.8 following apply to the processing of all such detail. (N)

8.2.3 Liability of the Utility (T)(L)x

Notwithstanding 2.1.3 preceding, the Utility's liability or Rating Service is as follows:

(A) If rated and/or unrated Transaction Detail is not available because the Utility lost or damaged records or incurred processing system outages, the Utility will attempt to recover the lost or damaged rated and/or unrated Transaction Detail. (T)(L)x

NOTE 1: Material that previously appeared on Original Sheet 466-A is deleted in its entirety by this filing.

(L) Formerly on Sheet 471. (L)x Formerly on Sheet 481.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(T)

8.2.3 Liability of the Utility (Cont'd)

(T)

(D)

|

(D)

(A) Cont'd

If the lost or damaged rated and/or unrated Transaction Detail cannot be recovered and the Utility recorded the Transaction Detail, the Utility's liability will be as set forth in 8.1.3 preceding. If the lost or damaged rated and/or unrated Transaction Detail cannot be recovered and the Customer provided the Transaction Detail, the Customer will be requested to resupply the Transaction Detail.

(T)(L)

(T)(L)

If the Utility requests the Customer to resupply the Transaction Detail within 90 days of the original delivery date, and the Customer is unable to resupply the Transaction Detail as set forth in 8.2.4(E), the Utility will have no liability to the Customer for such lost or damaged Transaction Detail. If the Utility fails to request the Customer to resupply the Transaction Detail within 90 days of the original delivery date, the extent of the Utility's liability for damages will be as set forth in 8.1.3(A) preceding.

(N)

(N)

Material omitted now on Sheet 473.

(L) Formerly on Sheet 481.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(N)

8.2.3 Liability of the Utility (Cont'd)

(N)

(B) When the Utility is notified and agrees that due to its error or omission incomplete rated Transaction Detail has been provided to a Customer, the Utility will make reasonable efforts to reassemble the Transaction Detail and provide such Transaction Detail to the Customer at no additional charge. Such request to reassemble the rated Transaction Details must be made within 30 days from the date the rated Transaction Details were initially made available to the Customer. If the Customer requests the Utility to reassemble the rated Transaction Detail within the 30 day period and the rated Transaction Detail cannot be recovered, the extent of the Utility's liability for damages shall be limited as set forth in 8.1.3(A) preceding. If the Customer fails to request the Utility to reassemble the Transaction Detail within the 30 day period, the Utility shall have no liability for damages associated with the incomplete or inaccurate rated Transaction Detail.

(T)(L)

(T)(L)

(L) Formerly on Sheet 481.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(T)

8.2.3 Liability of the Utility (Cont'd)

(T)

(C) If the Utility finds an error or is notified of an error in rating by a Customer for which it is performing Rating Services, the Utility will make reasonable efforts to correct the error. If the error is caused by the Utility and the proper end user cannot be billed in a timely manner, the extent of the Utility's liability for damages will be the known amount misbilled, or when the amount misbilled is unknown, limited as set forth in 8.1.3(A) preceding.

(L)

(L)

(D) In the absence of willful misconduct, no liability for damages to the Customer or other person or entity other than that as set forth in (A), (B), and (C) preceding shall attach to the Utility for its action or the conduct of its employees in providing Rating Services.

(L)

(T)

(T)

(L)

(E) The Utility will be indemnified and held harmless by the Customer against any claim, loss, damage (including reasonable costs, expenses, and attorney's fees) arising from the Customer's use of services under this Section 8.2, except for claims relating to or arising out of the Utility's willful misconduct or the failure of the Utility to comply with the terms of this Section 8.2.

(N)

(N)

Material omitted now on Sheets 465 and 465-A and 474.
(L) Formerly on Sheet 482.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(N)

8.2.4 Obligations of the Customer

(T)(L)

(A) The Customer will furnish all rating information necessary for the Utility to provide Rating Service, including a written schedule of its service rates and charges in sufficient time to allow the Utility to establish a rating program, any per-month service charges applicable to end users, and all necessary tax/surcharge information. The Customer's rate schedule and structure must be consistent with established Utility rating methodologies. The interval required to establish a rating program will be established by the Utility.

(T)

(T)(L)

(L) Formerly on Sheet 483-A.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(T)

8.2.4 Obligations of the Customer (Cont'd)

(T)(L)

(B) When rated Transaction Details are to be billed by an entity other than the Utility, the Customer shall furnish written instructions as to how the rated Transaction Details are to be provided to that entity. If the Customer does not furnish complete instructions in a timely manner, all resulting unbillable Transaction Details will be returned to the Customer.

(T)(L)

(T)(L)

(C) The Customer will notify the Utility in writing of all tariffed rate or rate structure changes at least 15 business days prior to the effective date of such change. The Utility will exercise reasonable effort to implement the tariffed rate or rate structure changes as requested by the Customer. A Development Charge will apply to the design, development, testing and maintenance of the requested change.

(T)(L)

(T)

(T)(L)

(D) It is the Customer's responsibility to notify the Utility in writing at least 5 business days prior to the proposed tariff effective date if the proposed tariff effective date has changed. In the event the Customer notifies the Utility in writing less than 5 business days before the proposed tariff effective date of a change in the proposed effective date, the Utility will exercise reasonable efforts to stop the implementation of the rate changes and the Customer will be responsible for all costs incurred by the Utility in attempting to stop the implementation of the rate changes.

(N)

(N)

Material omitted now on Sheets 465 and 465-A.
(L) Formerly on Sheet 484.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(T)

8.2.4 Obligations of the Customer (Cont'd)

(T)

(E) When the Customer furnishes Transaction Details for Rating Service, the Customer will be responsible to deliver the Transaction Detail to the location specified by the Utility. The Customer will retain a copy of all Transaction Detail furnished for at least 90 days following delivery to the Utility. Upon request from the Utility, the Customer will resupply Transaction Detail within 10 business days of the Utility's request.

(T)(L)

(T)(L)

8.2.5 Ordering Provisions

(A) The Customer will order Rating Service for a minimum period of 6 months using a Customer Order. If the service is cancelled or discontinued within the initial 6 month minimum period following commencement of the Rating Service, a monthly charge will be applied to the remaining portion of the minimum period based upon the average monthly charge for the time period for which Rating Service was provided.

(T)(L)x

(T)(L)x

(B) When Rating Service is ordered, the Customer and the Utility will mutually agree upon an annual estimate of the number of Transaction Details (detail capacity) to be processed. Any Customer changes to the detail capacity must be communicated to the Utility in writing at least 2 weeks prior to any change in the effective date.

(T)(L)y

(T)(L)y

Material omitted now on Sheet 465-A.

(L) Formerly on Sheet 485.

(L)x Formerly on Sheets 482, 486 and 487.

(L)y Formerly on Sheet 487.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(N)

8.2.5 Ordering Provisions (Cont'd)

(N)

(C) The Customer may cancel a Customer Order for Rating Service on any date prior to the service date. The cancellation date is the date the Utility receives written or verbal notice from the Customer that the Customer Order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. The service date for Rating Service is the date the Customer and the Utility mutually agree the service is to start. When a Customer cancels a Customer Order after the order date, but prior to the start of service, a charge equal to the development costs and any nonrecoverable costs incurred by the Utility will apply to the Customer.

(T)(L)

(T)(L)

(D) Customer requested changes to a pending Customer Order will be undertaken if they can be accommodated by the Utility. The Customer is responsible for any costs incurred by the Utility to accommodate the requested change.

(L)

(L)

(L) Formerly on Sheet 490.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(T)

8.2.6 Audit Provision

(T)

The Rating Service provided by the Utility is auditable by the Customer and the Utility as set forth in Section 8.1.6 preceding.

(N)

(N)

8.2.7 Rate Regulations

(T)

(A) A Rating Service charge will apply to each Transaction Detail processed by the Utility according to the rates set forth in 8.2.8(A) following.

(T)(L)x

(B) An Additional Rating Service Charge as set forth in 8.2.8(B) following will apply when the Customer exceeds the detail capacity as explained in 8.2.5 (B) preceding.

(C) When rated Transaction Detail is provided to or from the Customer or a third party at the Customer's request, a provision of rated Transaction Detail charge as set forth in 8.2.8(C) following is applied on a per record processed basis.

(T)(L)x

(D) The basic and the premium rates per hour and the Central Processing Unit time as set forth in 8.2.8 (E) and F) following will be used in computing the individual case basis pricing.

(T)(L)

(T)(L)

Material omitted now on Sheet 466.

(L) Formerly on Sheet 497.

(L)x Formerly on Sheet 491.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

8.2.8 Rates and Charges

	<u>Rates</u>
(A) Rating Service per unit processed	\$0.0095 (R)
(B) Additional Rating Service Charge per unit above capacity order	0.0161
(C) Provision of rated Transaction Detail, per record processed	0.0142 (R)
(D) Data Transmission Interface Development and Maintenance	ICB rates and charges apply
(E) Development Cahrges	
(1) Basic rate per hour or fraction thereof, (applicable to work performed within the Utility's normal work schedule and using the normal work force)	\$ 75.66 (R)
(2) Premium rate per hour of fraction thereof, (applicable to work performed outside the Utility's normal work schedule and/or which requires additions to the normal work force)	94.58
(F) Central Processing Unit per hour or fraction thereof	472.90 (R)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.2 Rating Service (Cont'd)

(T)

8.2.8 Rates and Charges (Cont'd)

(T)

(D)

(D)

Continued

Advice Letter No. 17860
Decision No.

Issued by
A. E. Swan
Executive Director

Date Filed: Nov 9 1995
Effective: JUN 26 1996
Resolution No.

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls

8.3.1 General Description

The Utility will provide Billing and Collection Services for Message Telecommunications Service (MTS) calls and associated services offered to end users on either apresubscribed or casual calling basis as set forth in 8.3 following. These services are offered to Customers authorized by the Commission to provide Intrastate Telecommunications Services, to the extent such authorization is required by law, or to the authorized billing agents of Customers under such requirements as mandated by the Commission.

(T)
(D)
|
(D)

Billing and Collection Services offered under this section are comprised of the following:

- (A) Message Billing: the guiding of a rated Customer Message to a valid end user account for subsequent Bill Rendering in accordance with the Utility's own procedures for handling Utility messages and all relevant Commission requirements. The term "Message" used herein includes Customer charges for usage, monthly service charges associated with the usage, directory assistance charges and adjustments and credits.
- (B) Bill Rendering: the preparation and mailing of statements to the Customer's end users, application of taxes and surcharges, updating of the balance due, receipt of payments, treatment and collection activity, and maintenance of end users' billing information.
- (C) End User Account Activity: the issuance of a service order at the Customer's request.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

(T)

8.3.1 General Description (Cont'd)

(T)

(D)

(D)

(D) Inquiry Service: the answering of end user questions, either written or verbal, concerning disputed charges, explaining bills, crediting and adjusting charges, and claims investigation. (T)(L)

(T)(L)

(E) Support Services: the provision of assistance to the Customer in the investigation of an end user query to the Customer, issuance of an end user adjustment at the Customer's request, and other Customer support activities. (N)

The Utility will provide End User Account Information to the Customer only as set forth in Section 8.7 following. (N)

8.3.2 Undertaking of the Utility

(N)

(A) Billing and Collection for MTS calls will be ordered under a Customer Order by an authorized representative of the Customer. The Utility will provide the service set forth in (B) through (W) following at rates and charges as set forth in 8.3.9 following. (N)

(B) The Utility will provide Message Billing and Bill Rendering for rated Messages billed to end users within its operating territory who subscribe to the Utility's local telephone service. The Utility will determine the format of the bill rendered to the end user. (T)

(T)

(C) The Utility will establish and maintain Customer end user accounts, update existing accounts, prepare and render bills for all rated Messages, collect payments, and treat accounts in accordance with the Utility's own procedures for handling Utility Messages and all relevant Commission requirements. The Utility will not establish an end user account with a balance due the Customer. (T)(L)x

(T)(L)x

Material omitted now on Sheet 477.

(L) Formerly on Sheet 468.

(L)x Formerly on Sheet 473.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd) (T)

8.3.2 Undertaking of the Utility (Cont'd) (T)

(D) The Utility will not bill Messages that are inaccurate (N)
or misleading or in any way inconsistent with the |
service requested by and provided to the end user. (N)

(D)

(D)

(E) Messages must be in the standard format established by (T)
the Utility. If in the course of Utility business it is
necessary to change the format, the Utility will
provide notification to the Customer in advance of the
change. If Customer provided rated Messages must be
converted by the Utility to the standard format and the
Utility agrees to make the conversion, the timing and
charges for such a conversion including both a
development and per unit charge, will be on an
individual case basis at rates consistent with those
set forth in this Section 8. (T)

(F) The Utility will not bill Customer Messages where the (T)(L)
associated service was furnished more than 90 days
preceding the date of the end user's bill, except as
follows: (T)

- collect calls,
- calling card calls, or
- third party calls.

For the above items, the Utility will bill Customer (T)
Messages where the associated service was furnished not (T)
more than 150 days preceding the date of the end user's (L)
bill. (L)

(G) The Utility will not bill Messages to an end user (N)
account for more than 45 days after the disconnect date
of the end user account. All such Messages will be |
returned to the Customer in a mutually agreed format. (N)

(L) Formerly on Sheet 477-A.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

8.3.2 Undertaking of the Utility (Cont'd)

(H) The Utility will not bill alternately billed calls (collect calls, calling card calls, or third party calls) to the originating telephone number unless the Customer has attempted, either through the Utility or another entity, to bill the alternately billed end user account.

(I) Except for Messages associated with fraud, the Utility will bill previously billed Customer Messages to a different end user account if an investigation by the Customer or the Utility determines that the Messages were billed to the incorrect end user and provided the associated service was furnished within the timeframes set forth in (F) and (G) preceding. Messages involving toll fraud may be billed up to one year from the date of the Message using the Exchange Carrier Memorandum but the purchase of such receivables by the Utility will be on terms and conditions separately established by the Utility.

(J)

(D)

(D)

Continued

Advice Letter No. 18625

Issued by

Date Filed: Dec. 23, 1996

Decision No.

A. E. Swan

Effective: **MAR 19 1997**

Executive Director

Resolution No. **16012**

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

8.3.2 Undertaking of the Utility (Cont'd)

(K) The Utility may investigate any Message which cannot be posted to a valid end user account. If upon completion of the investigation the Message cannot be posted to a valid end user account, the Message will be returned to the Customer in a mutually agreed format.

Continued

(D)

Advice Letter No. 18625

Issued by

Date Filed: Dec. 23, 1996

Decision No.

A. E. Swan

Effective: **MAR 19 1997**

Executive Director

Resolution No. **16012**

ACCESS SERVICE

- 8. Billing and Collection Services (Cont'd)
- 8.3 Billing and Collection for MTS Calls (Cont'd)
- 8.3.2 Undertaking of the Utility (Cont'd)

- (L) The Utility will calculate and bill applicable federal, state, and/or local sales, use, excise or other taxes related to Customer charges to the end user unless the Utility's records indicate the end user is tax exempt or the Customer advises the Utility that a particular Message is tax exempt. Information regarding end user tax exempt status will remain the exclusive property of the Utility. Except as provided under separate agreement and based on individual case basis rates, the Utility will not provide any other tax or tax-related services to the Customer.
- (M) Upon Customer request, the Utility will calculate and bill surcharges and/or surcredits related to Customer charges to the end user.
- (N) Messages submitted by a Customer acting as the authorized billing agent for one or more service providers will be identified by individual entity on the Customer's bill page under the heading "Billed on Behalf of". This service is referred to as Subordinate Carrier Identification Code (Sub-CIC) billing. Any Customer acting as an authorized billing agent must purchase this service. Where the individual service provider cannot obtain a Sub-CIC, its authorized billing agent shall assign it and utilize a unique identifier for billing purposes. In either case, the "Billed on Behalf" name shall be the "unique name" of the Carrier as those terms are used in Ordering Paragraph 5 of CPUC Decision 00-03-020 or the trade name by which such company is known to its consumers for the provision of the service in question.
- (O) The Utility will not knowingly bill messages submitted by a Customer as an authorized payment agent that are from an entity possessing an outstanding balance due the Utility for billing services offered under this tariff. In the event, such messages are billed by the Utility, the Utility may net any such past due payment against payments due the Customer for messages from the entity with the outstanding balance due to Utility.

(T)
(T)
(T)
(N)
(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

8.3.2 Undertaking of the Utility (Cont'd)

- (P) The Utility will accept Customer gift certificates or other payment coupons for payment from end users if the Customer agrees in writing to redeem all such certificates/coupons and the format of the certificate/coupon is consistent with the Utility's format requirements which are available upon request from the Utility. Customer certificates/coupons will be applied to the single balance due the Utility.
- (Q) At the Customer's request, the Utility may undertake the development of a program or project to satisfy a particular Customer need. Development charges as set forth in 8.3.9 following will apply.
- (R) The Utility collects payments from end users based on the single balance due the Utility for all charges on the end user bill. The Utility will apply partial payments according to its methods and procedures. The Utility will provide treatment services which include the forwarding of notices of delinquent or unpaid accounts and negotiating of credits and adjustments and will pursue collection of monies related to Utility billed Customer charges based on the Utility's established methods and procedures. The Utility may deny basic telephone service for an end user's failure to pay Customer charges billed under this Section 8.3. (T)
(T)
- (S) The Utility may require an end user deposit in accordance with Rule 7 of Schedule CAL.P.U.C. No. A2.1.7

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd) (T)

8.3.2 Undertaking of the Utility (Cont'd) (T)

(T) As a function of its collection activities, the Utility will charge the Customer a percentage of total fees paid by the Utility to outside collection agencies in a given month. This percentage will be the ratio of total Customer charges recovered after write-off to the total charges recovered after write-off. (N)

(U) The Customer may purchase Inquiry Service for post billing end user support. Inquiries consist of communications, either written or oral, from the Customer's end user to the Utility. Inquiry Service will include the following activities performed by the Utility: (T)(L)

(1) The Utility will maintain call detail in an end user account for end user post-billing support. (T)(L)

(2) The Utility will determine appropriate adjustments of Customer charges and adjust end user bills according to the Utility's established methods and procedures. The Utility will recourse these adjustments to the Customer. (T)(L)x

(3) The Utility will exclude the amount in dispute from any treatment activity on an end user account.

(4) On an individual case basis, the Customer may purchase the services set forth in (U) following. (T)(L)x

(D)
|
(D)

Material omitted now on Sheets 475 and 475-A.
(L) Formerly on Sheet 476.
(L)x Formerly on Sheet 477.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd) (T)

8.3.2 Undertaking of the Utility (Cont'd) (T)

(D)

(D)

(V) The Utility will support the Customer through the Inter-Company Point of Contact (IPOC) group. In addition to basic support, the Customer may purchase the following services at rates set forth in 8.3.9(D) following: (N)

(1) The IPOC will issue adjustments at the Customer's request.

(2) The IPOC will initiate equipment checks at the Customer's request.

(3) The IPOC will provide copies of the Customer's portion of the end user bills upon request.

(4) The IPOC may provide other support to be charged at an hourly rate on an individual case basis. (N)

Material omitted now on Sheet 476.

Continued

ACCESS SERVICE

- 8. Billing and Collection Services (Cont'd)
- 8.3 Billing and Collection for MTS Calls (Cont'd)
- 8.3.2 Undertaking of the Utility (Cont'd)

(W) In the event the Customer provides Inquiry Service and fails to satisfy the end user and the end user appeals to the Utility to resolve the dispute, the Utility may issue an adjustment to the end user for the full amount and recourse the amount of the adjustment to the Customer. The Utility will charge the Customer an adjustment charge as set forth in 8.3.9(D) following. The Utility will notify the end user that the Customer may pursue further collection activities.

(X) The Utility will have the right to refuse to provide or to discontinue Billing Service under the following conditions:

- (1) When the total number of customer complaints i.e., a written or oral communication from a customer where the customer alleges that they have been billed a charge for service that they did not authorize, is received by the Pacific Bell business offices exceed the complaint threshold, as indicated below, 2 out of 3 consecutive months. (T)

<u>Bills Rendered Per Month</u>	<u>Complaint Percentage</u>	(N)
80,000 bills rendered or less	0.5%	
80,001 - 300,000 bills rendered, or 400 complaints, whichever is greater	0.2%	
300,001+ bills rendered, or 600 complaints, whichever is greater	0.1%	

- (2) Pacific Bell retains the right to cease providing intraste billing and collection services provided to the Customer under an interstate contract. (T)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd) (T)

8.3 Billing and Collection for MTS Calls (Cont'd)

8.3.2 Undertaking of the Utility (Cont'd)

(X) Cont'd

(3) Prior to the discontinuance of Billing Service as set forth above, the Utility will inform the Customer of the complaints level. The Customer will have 30 days in which to implement process changes aimed at reducing the excessive level of complaints. In the event the Customer fails to take good faith efforts to reduce the excessive level of complaints, the Utility will provide the Customer and the Commission a 30-day notification of the date on which the Utility will discontinue billing (Termination Notice). (T)

(4) In the event the Customer's process changes are unable to reduce the excessive level of complaints to the level set forth in (1) and (2) preceding within 60 days of being notified by the Utility as set forth in (3) preceding, the Utility will provide the Customer and the Commission a 30-day notification of the date on which the Utility will discontinue billing (Termination Notice). (T)

(5) The Customer may file a complaint with the Commission and may request a stay of the Utility's Termination Notice, issued under (3) or (4) preceding, until the Commission has ruled on the complaint. Unless the Commission issues a ruling for a stay of the Utility's Termination Notice, the Utility will be permitted to discontinue billing services.

(D)

(D)

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

8.3.3 Purchase of Accounts Receivable

(T)

(T)

(D)

(D)

The Utility will purchase, on a regular basis, the Customer's accounts receivable based on Messages accepted by the Utility for billing to the Customer's end users. All such accounts receivable will be free of any and all encumbrances which may prevent the Utility from exercising its rights and obligations under this Section 8. The Customer is prohibited from assigning, transferring, selling, exchanging or giving these accounts receivable to any other entity or person. The Customer will provide a written assurance to the Utility as to such absence of encumbrances, forbearance and any such assignment, transfer, sale, exchange or gift is null and will subject the Customer to all liabilities, expenses, and costs including attorney fees expended and incurred by the Utility in pursuing exclusive ownership to the accounts receivable. The Customer will provide to the Utility all information and documentation necessary to the Utility's creation and perfection of a security interest in such accounts.

(T)(L)

(T)(L)

(D)

(D)

Material omitted now on Sheet 477.
(L) Formerly on Sheets 520 and 521.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd) (T)

8.3.3 Purchase of Accounts Receivable (Cont'd) (T)

Determination of the amount due the Customer for the purchase of its accounts receivable will be calculated according to the following formula: (T)(L)

Current Total Amount Accepted for Billing
- Unbillable Messages
+/- Surcharges
+/- Adjustments
- Estimated Bad Debt
+/- Taxes
+/- Uncollectible True-up (Quarterly)
= Total Amount Due Customer

(A) Current Total Amount Accepted for Billing: The total value of Messages accepted by the Utility for billing to the Customer's end users during the Utility's current journal month. (T)(L)

(L) Formerly on Sheet 521.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

(T)

8.3.3 Purchase of Accounts Receivable (Cont'd)

(T)

(B) Unbillable Messages: The total value of those Messages returned to the Customer as described in 8.3.2(K) preceding, during the Utility's current journal month.

(N)

(C) Surcharges: The total of applicable surcharges collected on the Customer's behalf by the Utility. Timely and accurate remittance of surcharges to the reporting agency is the responsibility of the Customer.

(N)

(D) Adjustments: The total value of adjustments issued by the Utility or by the Customer during the Utility's current journal month.

(T)(L)

(E) Estimated Bad Debt: The Utility will apply a net bad debt (uncollectible) factor based on the Customer's actual historical net bad debt rate against the Current Amount Accepted for Billing less Surcharges, Unbillables, and Adjustments to determine the amount to be withheld as estimated bad debt. An entry rate will be used until an actual historical net bad debt rate is established by the Utility.

(T)(L)

(F) Taxes: The total of applicable taxes collected on the Customer's behalf by the Utility. Timely and accurate remittance of taxes to the taxing agency is the responsibility of the Customer.

(N)

(N)

(G) Uncollectible True-up: The uncollectible true-up is performed on a quarterly basis, or at the Utility's discretion, to determine the difference between the Estimated Bad Debt and the actual net bad debt realized on final end user accounts. Net bad debt is the sum of written off accounts less recoveries from previously written off accounts.

(T)(L)x

(T)(L)x

Material omitted now on Sheets 466-A, 467 and 467-A.
(L) Formerly on Sheets 521 and 522.
(L)x Formerly on Sheet 522.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd) (T)

8.3.3 Purchase of Accounts Receivable (Cont'd) (T)

(G) Cont'd

(1) If the actual net bad debt realized is greater than (N)
the Estimated Bad Debt, the Utility will deduct the
difference from the next available purchase of
accounts receivable or, if the next scheduled
purchase of accounts receivable is less than the
difference, the Utility may issue a separate
invoice to the Customer for the difference. Such
separate invoice will be paid by the Customer
within 5 business days of receipt. In the event
the Customer fails to pay the separate invoice
within 5 business days of receipt, the Utility may
immediately discontinue any or all billing services
offered under this Section 8.

(2) If the actual net bad debt realized is less than
the Estimated Bad Debt, the Utility will forward
the amount due to the Customer by the date
designated on the true-up report. (N)

(3) At the time of this true-up, a new estimated net (T)(L)
bad debt factor will be computed using the
Customer's actual performance levels, not to exceed
the most recent 12 months of actual performance.
This factor will be applied to all amounts
purchased from the Customer until the next true-up. (T)(L)

Material omitted now on Sheets 468 and 470.
(L) Formerly on Sheet 522.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd) (T)

8.3.3 Purchase of Accounts Receivable (Cont'd) (T)

(H) In the event a Customer's end user adjustment level, excluding adjustments arising solely from the Utility's failure to provision Billing Service as set forth in this tariff, exceeds 25% of the amount billed for the Customer to end users in any one month (Excessive Adjustment Percentage), the Utility may take any and/or all of the following steps: (N)

(1) Request a meeting with the Customer within 10 business days to discuss the adjustment level;

(2) Withhold from each succeeding purchase of accounts receivable a percentage equal to the Excessive Adjustment Percentage. The amount withheld shall be retained by the Utility for a minimum of 3 months or until such time that the Utility, in its sole discretion, is satisfied that the Customer's adjustment dollars will not exceed the amount of accounts receivable being purchased by the Utility. (N)

(I) Consistent with 2.4.1 preceding, the payment date of the Total Amount Due the Customer will be calculated by the Utility based on the date of purchase and the application of the Utility's current cash lag factor. This cash lag represents the number of days between the date of purchase and the date the bill is paid by the end user. (T)(L)

(J) At the request of the Customer and on terms acceptable to the Utility, the Utility will, consistent with 2.4.1 preceding, pay the Customer within a shorter interval than described in (I) preceding less an early payment discount factor based on the Utility's cost of funds. The early payment option must be ordered by the Customer for a minimum period of 6 months. The Utility reserves the right, at its sole discretion, to terminate the early payment option on written notice. (N)

Material omitted now on Sheets 470.

(L) Formerly on Sheet 523.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd) (T)

8.3.3 Purchase of Accounts Receivable (Cont'd) (T)

(K) The Utility, on three days' written notice, may net any past due payment for Billing and Collection Services offered under this Section 8 against payments on Customer's accounts receivable. (N)

(L) In the event a Customer payment for services provided under this Section 8 is past due, the Customer agrees that the Utility may net such past due payment against subsequent Customer messages submitted to the Utility for billing through an authorized billing agent.

8.3.4 Liability of the Utility

Notwithstanding 2.1.3 preceding, the Utility liability for Billing and Collection Service for MTS calls is limited to the following:

(A) If Customer billing data is not available because the Utility lost or damaged the data or incurred a processing system outage, the Utility will attempt to recover the billing data. If the lost billing data cannot be recovered and the Utility rated the transactions, the Utility will apply the procedures set forth in 8.1.3(A) preceding. If the lost or damaged billing data cannot be recovered and the Customer provided the data, the Customer will be requested to resupply the billing media.

If the Utility requests the Customer to resupply the billing data within 90 days of the original delivery date, and the Customer is unable to resupply the data as set forth in 8.3.5(D), the Utility will have no liability to the Customer for such lost or damaged data and the Customer will reimburse the Utility for the value of those Messages which the Customer previously purchased as set forth in this Section 8.3. If the Utility fails to request the Customer to resupply the billing data within 90 days of the original delivery date, the extent of the Utility's liability for damages will be as set forth in 8.1.3(A) preceding. (N)

Material omitted now on Sheet 468-A.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

(T)

8.3.4 Liability of the Utility (Cont'd)

(T)

(B) If the Utility finds a billing error or is notified of a billing error by a Customer, the Utility will make reasonable efforts to correct the error. If the error was caused by the Utility and the proper end user cannot be billed in a timely manner, the Utility's liability for damages will be the known amount misbilled, or when the amount misbilled is unknown, limited as set forth in 8.1.3(A) preceding.

(N)

(C) In the absence of willful misconduct, no liability for damages to the Customer or other person or entity except as set forth in (A) and (B) preceding will attach to the Utility for its actions or the conduct of its employees in providing Billing Service to the Customer.

(D) The Utility will be indemnified and held harmless by the Customer against any claim, loss, damage (including reasonable costs, expenses and attorney's fees) arising from the Customer's use of services under this Section 8.3 except for claims relating to or arising out of the Utility's willful misconduct or the failure of the Utility to comply with the terms of this Section 8.3.

(N)

8.3.5 Obligations of the Customer

(A) The Customer will be responsible for collection of all end user balances which existed prior to the Utility's commencement of Billing and Collection Service under this Section 8.3.

(T)

(T)

(B) All Messages submitted by the Customer for billing will be accurate and consistent with the Customer service requested by and provided to the end user including the telephone number actually dialed by the end user.

(N)

(N)

Material omitted now on Sheet 469.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

(T)

8.3.5 Obligations of the Customer (Cont'd)

(T)

(D)

|

(D)

(C) The Customer will only submit Messages for billing on its behalf which conform to the limitations set forth in 8.3.2(F) - (J) preceding.

(T)(L)

|

(T)(L)

(D) The Customer will be responsible for delivering billing media to the location specified by the Utility. The Customer will retain a copy of all billing media furnished for at least 90 days following delivery to the Utility. Upon request from the Utility, the Customer will resupply the billing media within 10 business days of the Utility's request.

(T)

|

(T)

(N)

|

(N)

(E) The Customer will indicate those specific Customer Messages which are tax exempt, be responsible for all end user contacts regarding taxability of Customer Messages and will remit all taxes to the proper authorities. Any communications from a Customer's end user relating to taxes will be the responsibility of the Customer. All determinations as to the removal, addition, or adjustment of taxes billed to a Customer's end user will be the responsibility of the Customer.

(T)(L)x

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|

|

|

(T)(L)x

(F) The Customer must instruct the Utility to calculate and bill surcharges and/or surcredits to end users on its behalf. The Customer will be responsible for the remittance of these funds to the proper authorities.

(N)

|

(G) When a Customer acts as an authorized billing agent, Customer will furnish the Utility with an updated list of entities for whom Customer may submit charges as set forth in 8.3.2(N) preceding.

(N)

|

(D)

|

(D)

|

(D)

Material omitted now on Sheet 485.

(L) Formerly on Sheet 485.

(L)x Formerly on Sheet 525.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd) (T)

8.3.5 Obligations of the Customer (Cont'd) (T)

(H) If the Customer elects to provide its own inquiry service, Customer will furnish to the Utility the location where inquiries are to be referred. The Customer will also provide a toll-free customer service number for inclusion on the top of Customer's end user bill page. (T)(L)

(I) The Customer will forward authorized adjustments of Utility-billed Customer charges to the Utility in a mutually-agreed upon format within 7 days of the issuance of the adjustment. (N)

(J) The Customer will not issue adjustments, in any form including but not limited to checks, vouchers, cash, or gift certificates, directly to end users in order to adjust charges billed through the Utility. Customer adjustments must be sent to the Utility in the standard format.

(K) The Customer will notify the Utility of all pending claims within 2 business days of the end user's initial request. The term "pending claim" used herein denotes a request for an adjustment by an end user that is being investigated by the Customer.

(L) The Customer will not request that the end user pre-pay charges billed through the Utility. (N)

(M) The Customer will immediately redeem all customer gift certificates/coupons the Utility receives in payment for any end user charges. The Customer will use gift certificates/coupons that are consistent with the Utility's format requirements which are available upon request from the Utility. Customer gift certificates/coupons will be applied to the single balance due the Utility. The Customer will reimburse the Utility for all expense incurred as a result of the Utility attempting to process nonconforming gift certificates/coupons. (T)

Material omitted now on Sheets 470 and 484-A.
(L) Formerly on Sheet 484-A.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd) (T)

8.3.6 Ordering Provisions (T)

(A) The Customer will order Billing and Collection Services for MTS calls for a minimum of 6 months using a Customer Order. If the service is canceled or discontinued within the initial 6 month minimum period, a monthly charge will be applied to the remaining portion of the minimum period based upon the average monthly charge for the time period for which Billing and Collection for MTS was provided. (T)(L)

(B) The Utility will determine the commencement date for billing services upon receipt of the signed Customer Order and payment of the applicable deposits and development charges, which will be determined on an individual case basis. (N)

(C) A Customer may cancel a Customer Order for Billing and Collection for MTS on any date prior to the in-service date. The cancellation date is the date the Utility receives written or verbal notice from the Customer that the Customer Order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. When a Customer cancels a Customer Order within 30 days of the date of the Customer Order, the Utility will refund half the development charges. When a Customer cancels a Customer Order 30 or more days after the date of the Customer Order, the Utility will not refund any portion of the development charges.

(D) Customer requested changes to a pending Customer Order will be undertaken if they can be accommodated by the Utility. The Utility will advise the Customer if the requested changes will impact the scheduled in-service date. The Customer is responsible for any costs incurred by the Utility to implement the requested change. (N)

Material omitted now on Sheets 470 and 471.
(L) Formerly on Sheet 476.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

(N)

8.3.6 Ordering Provisions (Cont'd)

(E) The Customer will provide the Utility 90 days written notice if it wishes to discontinue current billing services.

(F) In the event the Customer has not established credit with the Utility or has repeatedly failed to pay the Utility in a timely manner for billing and collection services provided by the Utility under previous agreement, or fails to pay the charges for any services provided under this Section 8 in a timely manner, the Utility will have the right to require a deposit from the Customer to guarantee payment.

(1) The deposit will be the actual or estimated charges for services, including amounts for anticipated adjustments and uncollectibles, for providing the service to the Customer for a four month period.

(2) The anticipated adjustments and uncollectibles will be based on the greater of the Customer's historical adjustment and uncollectible figures or the Utility's average figures for adjustments and uncollectibles for the Customer's type of telecommunications services.

(3) The Utility reserves the right to increase the deposit in the event the Customer's billing volumes increase to the extent that the existing deposit no longer represents the actual charges for services over a four month period.

(4) Upon termination of the service, the Utility will credit the amount of the deposit to the Customer's account and any remaining credit balance will be refunded.

(5) At the Utility's option, the deposit may be refunded or credited to the Customer's account prior to termination of the service if the Customer has promptly paid all relevant charges for a period of one year. The Customer will receive interest on the deposit at the rate set forth in Section 2 preceding. (N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

8.3.7 Audit Provision

The Billing and Collection Services provided by the Utility for MTS calls is auditable by the Customer and the Utility as set forth in 8.1.6 preceding.

8.3.8 Rate Regulations

- (A) A Message Billing charge as set forth in 8.3.9(A) following, will apply to each Customer Message billed to an end user account.
- (B) A Bill Rendering charge as set forth in 8.3.9(B) following, will apply to each bill rendered to an end user account that contains Messages submitted by the Customer.
- (C) An Inquiry Service charge as set forth in 8.3.9 following, will apply to each Customer Message billed to an end user account.
- (D) Support charges as set forth in 8.3.9(D) following, will apply to the following activities performed by the Inter-Company Point of Contact:
- (1) Equipment Checks: A charge will apply when the Customer requests an Equipment Check on an end user line and no Utility failure is found.
- (2) Bill Copies: A charge will apply for a copy of each page of an end user bill requested by the Customer
- (3) Customer Requested Adjustments: A charge will apply for each Adjustment Session during which the Utility issues (T) adjustments at the Customer's request. The term "Adjustment Session" used in this Section 8 refers to all adjustments on a specific end user account issued at the same time by the same Utility representative. (T)

Continued

ACCESS SERVICE

- 8. Billing and Collection Services (Cont'd)
- 8.3 Billing and Collection for MTS Calls (Cont'd)
- 8.3.8 Rate Regulations (Cont'd)

(D) Cont'd

(4) Recourse Adjustments: A charge will apply for each Adjustment Session during which the Utility issues recourse adjustments when the Customer cannot resolve end user complaints. (T)

(5) Miscellaneous Services: A charge will apply for any special projects the IPOC undertakes for the Customer. The IPOC will advise the Customer when these charges apply. If the work is performed outside normal work hours, the charge will be one and one-half times the hourly rate as set forth in 8.3.9 (D)(5) following or as otherwise negotiated between the Utility and the Customer on an individual case basis.

(E) Basic and premium rates per hour and the Central Processing Unit time as set forth in 8.3.9(E) and (F) apply to each hour of Utility time expended to meet the Customer's specific request for work performed on an individual case basis. The Customer will be billed based on records maintained by the Utility.

(F) An End User Account Activity charge as set forth in 8.3.9(G) following, will apply to each mechanized Service Order issued at the request of the Customer.

(G) A Sub-CIC File Change charge as set forth in 8.3.9(H) following, will apply to each addition, deletion, or change of Sub-CIC entity requested by the Customer.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

8.3.8 Rate Regulations (Cont'd)

- (H) A Data Transmission Charge as set forth in 8.3.9(I)(2) (T)(L)
will be applied for every record received from the |
Customer or transmitted to the Customer. (L)
- (I) A Record Keeping Charge as set forth in 8.3.9(J) will (T)(L)x
be applied when a bill is rendered to an end user |
account on behalf of the Customer. (L)x

(L) Formerly on Sheet 493-A.
(L)x Formerly on Sheet 497.

Continued

Advice Letter No. 17860A
Decision No.

Issued by
A. E. Swan
Executive Director

Date Filed: Nov. 9, 1995
Effective: JUN 26 1996
Resolution No

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

8.3.9 Rates and Charges

	<u>Rates</u>	
(A) Message Billing Charge per message billed	\$ 0.010	(R)
(B) Bill Rendering Charge per end user bill rendered each billing cycle	0.18	(R)
(C) Inquiry Service per message billed	0.02	
(D) Support Charges		
(1) Equipment Checks applicable when no Utility failure found, per check basis		
0 - 10	0.00	
11 - 20	141.87	(R)
21 +	184.43	
(2) Bill Copies per page	2.36	
(3) Customer Requested Adjustments per adjustment session	3.78	
(4) Recourse Adjustments per adjustment session	8.51	
(5) Miscellaneous Services per hour, excludes cost of materials	42.56	(R)

Continued

Advice Letter No. 20400

Decision No. 89-10-031
94-09-065

Issued by

A.E. Swan

Managing Director

Date Filed: July 1, 1999

Effective **NOV 1 1999**

Resolution No. T-16265

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.3 Billing and Collection for MTS Calls (Cont'd)

8.3.9 Rates and Charges (Cont'd)

	<u>Rates</u>
(E) Development Charges:	
(1) Basic per hour or fraction thereof (applicable to work performed within the Utility's normal work schedule and using the normal work force)	\$ 75.66 (R)
(2) Premium, per hour or fraction thereof (applicable to work performed outside the Utility's normal work schedule and/or which requires additions to the normal work force)	94.58
(F) Central Processing Unit per hour or fraction thereof	472.90
(G) End User Account Activity per mechanized service order	2.36
(H) Sub-CIC File Change per Sub-CIC	33.10 (R)
(I) Data Transmission	
(1) Interface Development and Maintenance	ICB rates and charges apply
(2) Per record received or transmitted	0.002
(J) Record Keeping Maintenance per end user account	0.026 (R)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for Information Service Calls (ISC) (T)

8.4.1 General Description (T)

(D)

(D)

(T)(L)

The Utility will provide Billing and Collection Services for information services as set forth in Section 8.4 following. Information Service Calls are defined as recorded information programs, interactive information programs, or programs advertised as being an information or entertainment service for which the caller pays a charge of any type for making the call.

(T)

Billing and collection by the Utility for services rendered to or for a Customer on behalf of an Information Provider (IP) engaged in furnishing any live or recorded videotext or audio information which contains harmful matter as defined in California Penal Code Section 313 is a matter for contractual arrangement between the IP and the Customer, and is not subject to the terms of this tariff.

The Utility will not deny basic telephone service solely for the end user's failure to pay any transaction billed under this tariff section. In the event an end user's telephone service has been permanently disconnected with a balance owing, any amounts due for the services billed under this tariff will not be included in the calculation of deposits to reconnect or establish service.

The Utility will not provide billing services under this tariff to any Customer without authorization by the Commission to provide Intrastate Telecommunications Services, to the extent such authorization is required by law.

The Utility will provide end user account information to the Customer only as set forth in Section 8.7 following.

(T)

(T)(L)

Material omitted now on Sheet 471.
(L) Formerly on Sheet 562-U.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd) (T)

8.4.1 General Description (Cont'd) (T)

The following types of billing services will be offered for (T)(L)
Information Service Calls: (T)

(A) Message Billing: the guiding of rated Messages to a (T)
valid end user account for subsequent Bill Rendering in
accordance with the Utility's own procedures for
handling Utility messages and all relevant Commission (T)(L)
requirements. The Utility's process for Message (N)
Billing is the same as described for Message Billing in
Section 8.3. preceding. (N)

(B) Bill Rendering: the preparation and mailing of (T)(L)
statements to the Customer's end users, the updating of
the balance due, the receipt of payments, treatment and
collection activity, and maintenance of end user
accounts, as described in 8.3 preceding. (T)

(C) Inquiry Service: the answering of end user questions, (T)
either written or verbal, concerning disputed charges,
explaining bills, crediting and adjusting services
charges, and claim investigation.

(D) Support Services: the provision of assistance to
the Customer in the investigation of an end user query
to Customer, issuance of an end user adjustment at the
Customer's request and other Customer support
activities.

Except as specifically stated otherwise or unless the
provisions of this Section 8.4 are inconsistent with
the provisions of 8.3 preceding, the provisions of 8.3
apply to the services offered under this tariff section. (L)

(L) Formerly on Sheet 562-V.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd) (T)

8.4.2 Undertaking of the Utility (T)

(A) Billing and Collection for Information Service Calls (N)
will be ordered under a Customer Order by an
authorized representative of the Customer. The
Utility will provide the service set forth in (B)
through (U) following at rates and charges as set
forth in 8.4.10 following. (N)

(B) The Utility will provide Message Billing and Bill (T)(L)x
Rendering services for rated Customer Messages billed
to end users within its operating territory who
subscribe to the Utility's local telephone service.
All Information Service Calls will appear in a
separate section on the Customer's bill page(s). The
bill will include a toll-free telephone number for
billing inquiries. (T)(L)x

(C) The Utility will not bill Messages that are inaccurate (N)
or misleading or in any way inconsistent with the
Customer service requested by and provided to the end
user. (N)

(D) The Utility will specify a standard data format to be (T)(L)
used. If in the course of Utility business it is
necessary to change the format, the Utility will
provide notification to the Customer in advance of the
change. (T)(L)

(L) Formerly on Sheet 562-X.
(L) Formerly on Sheet 562-Z.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

(T)

8.4.2 Undertaking of the Utility (Cont'd)

(T)

(D)

(D)

(E) The Utility will return Customer Message details which cannot be billed based on the Utility's standard acceptance edits. (T)(L)
(T)

(F) The Utility may undertake the development of a Customer-specific program or project. The charges for such an undertaking will be determined on an individual case basis at the rates and charges as set forth in 8.4.9 following. (T)
(L)

(G) The Utility will not establish a Customer end user account with a Customer balance due. (N)

(H) The Utility will not bill Customer charges where the associated service was furnished more than 90 days preceding the date of the end user's bill.

(I) The Utility will not bill Messages to an end user account for more than 45 days after the disconnect date of the end user account. All such Messages will be returned to the Customer in a mutually agreed format.

(J) The Utility may investigate any Message which cannot be posted to a valid end user account. If upon completion of the investigation the Message cannot be posted to a valid end user account, the Message will be returned to the Customer in a mutually agreed format. (N)

(L) Formerly on Sheet 562-X.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.2 Undertaking of the Utility (Cont'd)

(K) The Utility will calculate and bill applicable federal, related to Customer charges to the end user unless the Utility's records indicate the end user is tax exempt or the Customer advises the Utility that a particular Message is tax exempt. Information regarding end user tax exempt status will remain the exclusive property of the Utility. Except as provided under separate agreement and based on individual case basis rates, the Utility will not provide any other tax or tax-related services to the Customer.

(L) Upon Customer request, the Utility will calculate and bill surcharges and/or surcredits related to Customer charges to the end user.

(M) Messages submitted by a Customer acting as the authorized billing agent for one or more service providers will be identified by individual entity on the Customer's bill page under the heading "Billed on Behalf of". This service is referred to as Subordinate Carrier Identification Code (Sub-CIC) billing. Any Customer acting as an authorized billing agent must purchase this service. Where the individual service provider cannot obtain a Sub-CIC, its authorized billing agent shall assign it and utilize a unique identifier for billing purposes. In either case, the "Billed on Behalf" name shall be the "unique name" of the Carrier as those terms are used in Ordering Paragraph 5 of CPUC Decision 00-03-020 or the trade name by which such company is known to its consumers for the provision of the service in question.

(T)
(T)
(T)
(N)
(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

(T)

8.4.2 Undertaking of the Utility (Cont'd)

(T)

(D)

(D)

Material omitted now on Sheet 488.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.2 Undertaking of the Utility (Cont'd)

(N) The Utility collects payments from end users based on the single balance due the Utility for all charges on the end user bill. The Utility will apply partial payments according to its methods and procedures. The Utility will provide treatment services which include the forwarding of notices of delinquent or unpaid accounts and negotiating of credits and adjustments and will pursue collection of monies related to Utility billed Customer charges based on the Utility's established methods and procedures and all relevant Commission requirements. The Utility will not deny basic telephone service for an end user's failure to pay Customer charges billed under this Section 8.4. (T)
(T)

(O) As a function of its collection activities, the Utility will charge the Customer a percentage of total fees paid by the Utility to outside collection agencies in a given month. This percentage will be based on the ratio of the Customer's charges recovered after write-off on behalf of the Utility against the end user's single balance due.

(P) The Utility will not disconnect the end user's basic telephone service solely for the non-payment of services billed under this tariff section.

(Q) Upon end user request for an IP name, address and/or business telephone number, the Utility will refer the end user to the Customer's provided toll-free telephone number, and the Customer will make such information available to the end user.

(R) Upon Customer request, the Utility will provide Inquiry Service as set forth in 8.3.2 preceding.

(S) The Utility will provide non-inquiry support as set forth in 8.3.2(U) preceding.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.2 Undertaking of the Utility (Cont'd)

(T) In the event the Customer provides Inquiry Service, the Utility reserves the right to adjust end user bills and recourse the adjustments to the Customer.

(T)
(D)

The Utility will charge the Customer an adjustment charge as set forth in 8.4.9(E).

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.2 Undertaking of the Utility (Cont'd)

(U) The Utility will have the right to refuse to provide or to discontinue Billing Service under the following conditions:

- (1) When the total number of perceived customer reported Complaints for unauthorized charges/changes, either intrastate or interstate, received by the Pacific Bell business offices exceed the complaint threshold, as indicated below, 2 out of 3 consecutive months. (T)

<u>Bills Rendered Per Month</u>	<u>Complaint Percentage</u>	(N)
80,000 bills rendered or less	0.5%	
80,001 - 300,000 bills rendered	0.2%	
300,001+ bills rendered	0.1%	

- (2) Pacific Bell retains the right to cease providing intrastate billing and collection services provided to the Customer under an interstate contract. (T)

- (3) Prior to the discontinuance of Billing Service as set forth above, the Utility will inform the Customer of the complaint level. The Customer will have 30 days in which to implement process changes aimed at reducing the excessive level of complaints. In the event the Customer fails to take good faith efforts to reduce the excessive level of complaints, the Utility will provide the Customer and the Commission a 30-day notification of the date on which the Utility will discontinue billing (Termination Notice). (T)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.2 Undertaking of the Utility (Cont'd)

(U) Cont'd

- (4) In the event the Customer's process changes are unable to reduce the excessive level of complaints to the level set forth in (1) and (2) preceding within 60 days of being notified by the Utility as set forth in (3) preceding, the Utility will provide the Customer and the Commission a 30-day notification of the date on which the Utility will discontinue billing (Termination Notice). (T)
- (5) The Customer may file a complaint with the Commission and may request a stay of the Utility's Termination Notice, issued under (3) or (4) preceding, until the Commission has ruled on the complaint. Unless the Commission issues a ruling for a stay of the Utility's Termination Notice, the Utility will be permitted to discontinue billing services.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd) (T)

8.4.3 Purchase of Accounts Receivable (T)

The Utility will purchase, on a regular basis, the (N)

Customer's accounts receivable based on Messages accepted
by the Utility for billing to the Customer's end users.

All such accounts receivable will be free of any and all
encumbrances which may prevent the Utility from exercising
its rights and obligations under this Section 8. The

Customer is prohibited from assigning, transferring,
selling, exchanging or giving these accounts receivable to
any other entity or person. The Customer will provide a

written assurance to the Utility as to such absence of
encumbrances, forbearance and any such assignment, transfer,
sale, exchange or gift is null and will subject the Customer

to all liabilities, expenses, and costs including attorney
fees expended and incurred by the Utility in pursuing

exclusive ownership to the accounts receivable. The (N)
Customer will provide to the Utility all information and (T)(L)

documentation necessary to the Utility's creation and
perfection of a security interest in such accounts. (T)(L)

Determination of the amount due the Customer for the (N)

purchase of its accounts receivable will be calculated
according to the following formula:

Current Total Amount Accepted for Billing

- Unbillable Messages

+/- Surcharges

+/- Adjustments

- Estimated Bad Debt

+/- Taxes

+/- Uncollectible True-up (Quarterly)

= Total Amount Due Customer (N)

Material omitted now on Sheet 471 and 472.

(L) Formerly on Sheet 562-Z-6.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

(N)

8.4.3 Purchase of Accounts Receivable (Cont'd)

- (A) Current Total Amount Accepted for Billing: The total value of Messages accepted by the Utility for billing to the Customer's end users during the Utility's current journal month.
- (B) Unbillable Messages: The total value of those Messages returned to the Customer as described in 8.4.2(J) preceding, during the Utility's current journal month.
- (C) Surcharges: The total of applicable surcharges collected on the Customer's behalf by the Utility. Timely and accurate remittance of surcharges to the reporting agency is the responsibility of the Customer.
- (D) Adjustments: The total value of adjustments issued by the Utility or by the Customer during the Utility's current journal month.
- (E) Estimated Bad Debt: The Utility will apply a net bad debt (uncollectible) factor based on the Customer's actual historical net bad debt rate against the Current Amount Accepted for Billing less Surcharges, Unbillables, and Adjustments to determine the amount to be withheld as estimated bad debt. An entry rate will be used until an actual historical net bad debt rate is established by the Utility.
- (F) Taxes: The total of applicable taxes collected on the Customer's behalf by the Utility. Timely and accurate remittance of taxes to the taxing agency is the responsibility of the Customer.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

(T)

8.4.3 Purchase of Accounts Receivable (Cont'd)

(T)

(D)

(D)

(G) Uncollectible True-up: The uncollectible true-up is performed on a quarterly basis, or at the Utility's discretion, to determine the difference between the Estimated Bad Debt and the actual net bad debt realized on final end user accounts. Net bad debt is the sum of written off accounts less recoveries from previously written off accounts.

(N)

(1) If the actual net bad debt realized is greater than the Estimated Bad Debt, the Utility will deduct the difference from the next available purchase of accounts receivable or, if the next scheduled purchase of accounts receivable is less than the difference, the Utility may issue a separate invoice to the Customer for the difference. Such separate invoice will be paid by the Customer within 5 business days of receipt. In the event the Customer fails to pay the separate invoice within 5 business days of receipt, the Utility may immediately discontinue any or all billing services offered under this Section 8.

(2) If the actual net bad debt realized is less than the Estimated Bad Debt, the Utility will forward the amount due to the Customer by the date designated on the true-up report.

(3) At the time of this true-up, a new estimated net bad debt factor will be computed using the Customer's actual performance levels, not to exceed the most recent 12 months of actual performance. This factor will be applied to all amounts purchased from the Customer until the next true-up.

(N)

Material omitted now on Sheet 472.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

(T)

8.4.3 Purchase of Accounts Receivable (Cont'd)

(T)

(D)

(D)

(H) In the event a Customer's end user adjustment level, excluding adjustments arising solely from the Utility's failure to provision Billing Service as set forth in this tariff, exceeds 25% of the amount billed for the Customer to end users in any one month (Excessive Adjustment Percentage), the Utility may take any and/or all of the following steps:

(N)

(1) Request a meeting with the Customer within 10 business days to discuss the adjustment level;

(2) Withhold from each succeeding purchase of accounts receivable a percentage equal to the Excessive Adjustment Percentage. The amount withheld shall be retained by the Utility for a minimum of 3 months or until such time that the Utility, in its sole discretion, is satisfied that the Customer's adjustment dollars will not exceed the amount of accounts receivable being purchased by the Utility.

(I) Consistent with 2.4.1 preceding, the payment date of the Total Amount Due the Customer will be calculated by the Utility based on the date of purchase and the application of the Utility's current cash lag factor. This cash lag represents the number of days between the date of purchase and the date the bill is paid by the end user.

(N)

Material omitted now on Sheet 472.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd) (T)

8.4.3 Purchase of Accounts Receivable (Cont'd) (T)

(J) At the request of the Customer and on terms acceptable to the Utility, the Utility will, consistent with 2.4.1 preceding, pay the Customer within a shorter interval than described in (I) preceding less an early payment discount factor based on the Utility's cost of funds. The early payment option must be ordered by the Customer for a minimum period of 6 months. The Utility reserves the right at its sole discretion to terminate the early payment option on written notice. (N)

(K) The Utility, on three days' written notice, may net any past due payment for Billing and Collection Services offered under this Section 8 against payments on Customer's accounts receivable.

(L) In the event a Customer payment for services provided under this Section 8 is past due, the Customer agrees that the Utility may net such past due payment against subsequent Customer messages submitted to the Utility for billing through an authorized billing agent. (N)

8.4.4 Liability of the Utility (T)(L)

The Utility's liability for Billing and Collection Services for Information Service Calls is limited to the terms as set forth in 8.3.4 preceding. (T)(L)

Material omitted now on Sheets 472 and 489.
(L) Formerly on Sheet 562-Z-5.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

(T)

8.4.5 Obligations of the Customer

(N)

(D)

(D)

(A) The Customer will be responsible for collection of all end user balances which existed prior to the Utility's commencement of Billing Services under this Section 8.4. (T)(L)x
(T) | |
(T)(L)x

(B) All Messages submitted by the Customer will be accurate and consistent with the Customer service requested by and provided to the end user. All charges will be submitted to the Utility in a record format established by the Utility. The Message Detail will contain the name of the service and a brief description of the service in a form acceptable to the Utility, an indicator identifying the service as regulated or nonregulated and the telephone number actually dialed by the end user. (T)(L)
| |
(L)(L)
(N)
|
(N)

(C) The Customer will only submit previously unbilled Messages for billing on its behalf which conform to the backbilling limitations set forth in Section 8.4.2(H) and (I) preceding. (T)(L)
|
(L)

(D) The Customer will retain a copy of all Message Detail records for a period of 90 days from the date of the original transmission of the records to the Utility. (T)(L)y
| | |

If the Utility makes a request to Customer for a duplication of previously transmitted records within 90 days of the original transmission date. Upon request from the Utility, the Customer will resupply the Message Detail records within 10 business days of the Utility's request. (T)(L)y

Material omitted now on Sheet 489.

(L) Formerly on Sheet 562-Z.

(L)x Formerly on Sheet 562-Z-6.

(L)y Formerly on Sheet 562-Z-7.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.5 Obligations of the Customer (Cont'd)

- | | |
|---|---|
| (E) The Customer will indicate those specific Customer Messages which are tax exempt, will be responsible for all end user contacts regarding taxability of customer messages and will remit all taxes to the proper authorities. Any communications from a Customer's end user relating to taxes will be the responsibility of the Customer. All determination as to the removal, addition, or adjustment of taxes billed to a Customer's end user will be the responsibility of the Customer. | (T)(L)

(L)
(N)

(N) |
| (F) The Customer must instruct the Utility to calculate and bill surcharges and/or surcredits to the end user on its behalf. The Customer will be responsible for the remittance of these funds to the proper authorities. | (T)(L)x

(L)x |
| (G) When a Customer acts as an authorized billing agent Customer will furnish the Utility with an updated list of entities for whom Customer may submit charges as set forth in 8.4.2(M) preceding. | |
| (H) If the Customer elects to provide its own inquiry service, Customer will furnish to the Utility the location where inquiries are to be referred. The Customer will also provide a toll-free customer service number for inclusion on the top of Customer's end user bill page and establish procedures for promptly resolving all end user inquiries. | (T)(L)y

(T)(L)y
(N)

(N)

(D)

(D) |

Material omitted now on Sheet 489.
 (L) Formerly on Sheet 562-Z-6.
 (L)x Formerly on Sheet 562-Z-7.
 (L)y Formerly on Sheet 562-Z-8.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd) (T)

8.4.5 Obligations of the Customer (Cont'd) (T)

(I) The Customer will provide the IP name, address and business telephone within a reasonable timeframe in response to any end user requests for such information. (T)(L)

(J) The Customer will make available to the Utility a toll-free telephone number for use by the Utility when questions arise. (T)
(L)

(D)

(D)

Material omitted now on Sheet 490.

(L) Formerly on Sheet 562-Z-8.

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)
- 8.4 Billing and Collection Services for ISC (Cont'd) (T)
- 8.4.5 Obligations of the Customer (Cont'd) (T)
- (K) The Customer will forward authorized adjustments of Utility-billed customer charges to the Utility in a mutually-agreed upon format within 7 days of claim resolution. (N)
- (L) The Customer will not issue adjustments, in any form including but not limited to checks, vouchers, cash, or gift certificates, directly to end users in order to adjust charges billed through the Utility. Customer adjustments must be sent to the Utility in the standard format. (N)
- (M) The Customer will notify the Utility of all pending claims within 2 business days of the end user's initial request. The term "pending claim" used herein denotes a request for an adjustment by an end user that is being investigated by the Customer. (T)(L) (T)(L) (N)
- (N) The Customer will not request that the end user pre-pay charges billed through the Utility.
- (O) For other than 900/976 Information Service Calls, the Customer will only submit such calls for billing if the Information Service Calls were made by a responsible adult 18 years of age or older and the Information Service Calls have safeguards in place that are acceptable to the Utility. These safeguards may include, but are not limited to, a disclosure message at the beginning of the call which identifies the nature of the service and the associated charges, a delayed timing period to allow the end user to terminate the call with no charge, or an acceptable presubscription arrangement.
- (P) For other than 900/976 Information Service Calls, the Customer must block an end user from the information services at the request of the end user or the Utility. (N)

NOTE 1: Material that appeared on 1st Revised Sheet 502 is deleted in its entirety by this filing. (N) (N)

(L) Formerly on Sheet 562-Z-6.

Continued

ACCESS SERVICE

- 8. Billing and Collection Services¹ (Cont'd) (T)
- 8.4 Billing and Collection Services for ISC (Cont'd) (T)
- 8.4.6 900 Services (T)(L)
- In addition to the conditions set forth in 8.4 preceding, the following safeguards and associated charges apply as required in Decision No. 91-03-021 of the California Public Utilities Commission and apply to messages billed under this tariff. (T)(L)
- Services billed hereunder are limited to charitable contributions, information, or communication services provided over the telephone. The Utility will not bill or collect for goods and services that are not provided over the telephone. Safeguards and associated charges for any 900 messages billed under Section 12 will be handled on an Individual Case Basis. (N)
- (A) The Utility will provide a one-time advance notification to each end-user if their total 900/976 charges (including California 976, California 900 and calls carried by Section 8.4 customers through their 900 Services) in a one-month billing period exceed the limits as set forth in (1) through (3) following: (T)(L)x
 - (1) The Utility will accumulate charges for all 900/976 services billed under this tariff, and for those billed under Schedule Cal.P.U.C. Nos. A9.5.2 and A9.5.3, on a monthly basis. (T)
 - (2) The Utility will notify each end user by letter the first time the total 900/976 charges billed by the Utility, as described in (a) preceding, reaches \$75.00 in one billing period, or \$30.00 for Lifeline customers (as Lifeline is described in Schedule Cal.P.U.C. No. A5.2.5). (T)

NOTE 1: Material that appeared on 1st Revised Sheet 503 is deleted in its entirety by this filing. (N)

(L) Formerly on Sheet 562-W. (N)

(L)x Formerly on Sheet 562-Z.

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)
- 8.4 Billing and Collection Services for ISC (Cont'd) (T)
- 8.4.6 900 Services (Cont'd) (T)
- (A) Cont'd
- (3) The Utility will attempt to contact each end user by telephone the first time the total bill for 900/976 services, as described in (c) preceding, exceeds \$150.00 in one billing cycle. In the event the end user cannot be reached by telephone, the Utility may temporarily block the end user's access to 900 services, as set forth in Section 6.1. preceding and Schedule Cal.P.U.C. No. A9.5.4, until contact is made and the end user requests access to 900/976 services. (T)(L)
- (B) The Utility will track, at an aggregated level, the actual numbers of advance notifications issued by the Utility, pursuant to (2) preceding, at \$30.00, \$75.00 and \$150.00 levels, and the disposition of the \$150.00 level, on a monthly and year-to-date basis. This report will be forwarded to the customer on a monthly basis. (T)
- (C) The Utility will not disconnect the end user's basic telephone service solely for the non-payment of services billed under this tariff section. However, end user access to 900 may be blocked until unpaid 900 charges are paid. (T) (L)
- (D) The Utility will make a one-time adjustment for 900 charges for end users for inadvertent, mistaken or unauthorized use of services billed for under this tariff Section 8.6, when the end user disputes the 900 charges within 60 days of bill date. The Customer will not attempt secondary collection on amounts adjusted according to this Section (D). (T)(L)x
- NOTE 1: Material that appeared on 1st Revised Sheet 504 is deleted in its entirety by this filing. (N) (N)
- (L) Formerly on Sheet 562-Z-1.
- (L)x Formerly on Sheet 562-Z-2.

Continued

ACCESS SERVICE

- 8. Billing and Collection Services (Cont'd) (T)
- 8.4 Billing and Collection Services for ISC (Cont'd)
- 8.4.6 900 Services (Cont'd)

(E) At the time of the adjustment request, the end user will be informed of the availability of blocking as described in Schedule Cal.P.U.C. No. A9.5.4. If the end user requests blocking, 900 charges will be adjusted to the date blocking was placed on the residential end user's line.

(F) When an end user disputes a 900 charge, either orally or in writing, within 60 days of bill date on grounds other than specified in Section 8.4.6(D), the Utility will notify the end user that until the dispute is resolved (1) the end user is not required to pay disputed amount (2) the disputed amount is not subject to Late Payment Charge (as defined in Schedule Cal.P.U.C. No. A2.1.9.D) and (3) end user credit standing with the Utility will not be impacted.

In the event that the dispute is resolved in favor of the end user, the Utility will make the requested adjustment and recourse the adjustment to the customer. In the further event the end user dispute can not be resolved within the billing cycle, a written acknowledgment will be mailed within 30 days of receipt of the end user's written notification to the Utility of the dispute. A billing cycle is the 30-day interval between the mailing of the monthly bill and the next month's mailing.

(G) In addition, other adjustments may be made in accordance with standard Utility practices and resorted to the customer

(H) Reserved

(T)
(D)

(D)

(D)
(D)

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)
- 8.4 Billing and Collection Services for ISC (Cont'd) (T)
- 8.4.6 900 Services (Cont'd) (N)
- (I) In the event end user initiated or Utility-initiated blocking is not completed on the requested effective date, the Utility's liability will be limited to actual lost customer revenues billed under this tariff Section 8.6. (N)
- (J) The customer will be responsible for tracking all end user complaints received by the customer regarding customer's 900 service. (T)(L)z
| |
(L)z
- 8.4.7 Audit Provisions (N)
- The Billing and Collection Services for Information Service Calls provided by the Utility is auditable by the Customer and the Utility as set forth in 8.1.6. preceding. (T)(L)x
| | |
(T)(L)x
- 8.4.8 Ordering Provisions (N)
- (A) The Customer will order Billing and Collection Services for Information Service Calls for a minimum of 6 months using a Customer Order. If the service is canceled or discontinued within the initial 6 month minimum period, a monthly charge will be applied to the remaining portion of the minimum period based upon the average monthly charge for the time period for which Billing and Collection for ISC was provided. (T)(L)y
| | |
(T)(L)y
(N)
(N)
- (B) The Utility will determine the commencement date for billing services upon receipt of the signed Customer Order and payment of the applicable deposits and developmental charges, which will be determined on an individual case basis. (T)(L)
(T)(L)
(N)
|
(N)

NOTE 1: Material that appeared on 1st Revised Sheet 506 is deleted in its entirety by this filing. (N)
(N)

- (L) Formerly on Sheet 562-X.
(L)x Formerly on Sheet 562-Y.
(L)y Formerly on Sheet 562-Z-6.
(L)z Formerly on Sheet 562-Z-8.

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)

8.4 Billing and Collection Services for ISC (Cont'd) (T)

8.4.8 Ordering Provisions (Cont'd) (N)

(C) A Customer may cancel a Customer Order for Billing and Collection for Information Service Calls on any date prior to the in-service date. The cancellation date is the date the Utility receives written or verbal notice from the Customer that the Customer order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. When a Customer cancels a Customer Order within 30 days of the date of the Customer Order, the Utility will refund half the development charges. When a Customer cancels a Customer Order 30 or more days after the date of the Customer Order, the Utility will not refund any portion of the development charges.

(D) Customer requested changes to a pending Customer Order will be undertaken if they can be accommodated by the Utility. The Utility will advise the Customer if the requested changes will impact the scheduled in-service date. The Customer is responsible for any costs incurred by the Utility to implement the requested change.

(E) The Customer will provide the Utility 90 days written notice if it wishes to discontinue current billing services.

(F) In the event the Customer has not established credit with the Utility or has repeatedly failed to pay the Utility in a timely manner for billing and collection services provided by the Utility under previous agreement, or fails to pay the charges for any services provided under this Section 8 in a timely manner, the Utility will have the right to require a deposit as set forth in 8.3.6(F) preceding. (N)

NOTE 1: Material that appeared on 2nd Revised Sheet 507 is deleted in its entirety by this filing. (N)
(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.9 Rate Regulations

(A) A Message Billing charge as set forth in 8.4.10(A) following, will apply to each Information Services Call billed to an end user account. For 900 calls, this charge includes the Utility's activity of generating the one-time advance notification as described in Section 8.4.6(A)(2) preceding.

(B) A Bill Rendering charge as set forth in 8.4.10(B) following will apply to each bill rendered to an end user account that contains Messages submitted by the Customer.

(T)(L)

(T)(L)

(L) Formerly on Sheet 562-Z-9.

Continued

Advice Letter No. 17860A
Decision No.

Issued by
A. E. Swan
Executive Director

Date Filed: Nov. 9, 1995
Effective: JUN 26 1996
Resolution No.

ACCESS SERVICE

8. Billing and Collection Services (Cont'd) (T)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.9 Rate Regulations (Cont'd)

(C) Inquiry Service charge as set forth in 8.4.10(C) following will apply to each Information Services Call billed to an end user account. For 900 calls, this charge includes the Utility's activity of generating a Declaration Letter when an end user requests an adjustment of \$100.00 or more on 900 charges as described in Section 8.4.6(H) preceding.

(D) A Mechanized Adjustment Processing Charge as set forth in 8.4.10(D) following will apply for Customer Information Services Calls or 900 messages adjusted per final bill account.

(E) Support charges as set forth in 8.4.10(E) following, will apply to the following activities performed by the Utility: (T)

(1) Equipment Checks: A charge will apply when the Customer requests an Equipment Check on an end user line and no Utility failure is found.

(2) Bill Copies: A charge will apply for a copy of each page of an end user bill requested by the Customer.

(3) Customer Requested Adjustments: A charge will apply for each Adjustment Session during which the Utility issues adjustments at the Customer's request. (T)

(4) Recourse Adjustments: A charge will apply for each Adjustment Session during which the IPOC issues recourse adjustments when the Customer cannot resolve end user complaints.

(D)
(D)

Continued

ACCESS SERVICE

- 8. Billing and Collection Services (Cont'd) (T)
- 8.4 Billing and Collection Services for ISC (Cont'd)
- 8.4.9 Rate Regulations (Cont'd)

(E) Cont'd

(5) Miscellaneous Services: A charge will apply for any special projects the Utility undertakes for the Customer. The Utility will advise the Customer when these charges apply. If the work is performed outside normal work hours, the charge will be one and one-half times the hourly rate as set forth in 8.3.10(D) following or as otherwise negotiated between the Utility and the Customer on an individual case basis. (T)
(T)

(F) Basic and premium rates per hour and the Central Processing Unit time as set forth in 8.4.10(F) and (G) apply to each hour of Utility time expended to meet the Customer's specific request for work performed on an individual case basis. The Customer will be billed based on records maintained by the Utility.

(G) An End User Account Activity charge as set forth in 8.4.10(H) following, will apply to each mechanized Service Order issued at the request of the Customer.

(H) A Sub-CIC File Change charge as set forth in 8.4.10 (I) following, will apply to each addition, deletion, or change of Sub-CIC entity requested by the Customer.

(I) A Data Transmission Charge as set forth in 8.4.10(J)(@) will be applied for every record received from the Customer or transmitted to the Customer.

(J) A Record Keeping Charge as set forth in 8.4.10(K) will be applied when a bill is rendered to an end user account on behalf of the customer.

(D)
(D)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd) (T)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.10 Rates and Charges

	<u>Rates</u>
(A) Message Billing Charge per Information call billed	\$0.010 (R)
per 900 message billed	0.0218 (R)
900 rate shown includes the incremental charge of \$0.0121 for the 900 advance notification.	
(B) Bill Rendering Charge per end user bill rendered each billing cycle	0.18 (R)
(C) Inquiry Service per Information Call billed	0.02
per 900 message billed	0.0240 (R)
900 rate shown includes the incremental charge of \$0.0054 for the 900 Declaration Letter	
(D) Mechanized Adjustment Processing Charge per final bill account	3.07 (R)

(D)
(D)

Continued

Advice Letter No. 20400

Decision No. 89-10-031
94-09-065

Issued by
A.E. Swan
Managing Director

Date Filed: July 1, 1999

Effective **NOV 1 1999**
Resolution No. T-16265

ACCESS SERVICE

8. Billing and Collection Services (Cont'd) (T)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.10 Rates and Charges (Cont'd)

Rates

(E) Support Charges

(1) Equipment Checks applicable when no Utility failure found, per check basis	
0 - 10	\$ 0.00
11 - 20	141.87 (R)
21 +	184.43
(2) Bill Copies per page	2.36
(3) Customer Requested Adjustments per adjustment session	3.78
(4) Recourse Adjustments per adjustment session	8.51
(5) Miscellaneous Services per hour, not including cost of materials	42.56

(F) Development Charges:

(1) Basic, per hour or fraction thereof (applicable to work performed within the Utility's normal work schedule and using the normal work force)	75.66
(2) Premium, per hour or fraction thereof (applicable to work performed outside the Utility's normal work schedule and/or which requires additions to the normal work force)	94.58 (R)

(D)
 (D)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd) (T)

8.4 Billing and Collection Services for ISC (Cont'd)

8.4.10 Rates and Charges (Cont'd)

	<u>Rates</u>
(G) Central Processing Unit (per hour or fraction thereof)	\$472.90 (R)
(H) End User Account Activity per mechanized service order	2.36
(I) Sub-CIC File Change per Sub-CIC	33.10 (R)
(J) Data Transmission	
(1) Interface Development and Maintenance	ICB rates and charges apply
(2) Per record received or transmitted	0.002
(K) Record Keeping Maintenance per end user account	0.026 (R)

(D)
(D)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.5 Billing and Collection Services for Telecommunications Related Services

8.5.1 General Description

The Utility will provide Billing and Collection Services for providers of telecommunications related services and/or telecommunications related equipment as set forth in this Section 8.5. Services billed to end users under this Section 8.5 include, but are not limited to, Telephone Answering Service, Paging, Videotext, Voice Messaging and Voice Response, Electronic Facsimile, Telegrams by Electronic Facsimile, Alarm, VANs (Value Added Networks), Database Companies, EDI (Electronic Data Interchange), E-Mail (Electronic Mail), Electronic Transaction Services, Wireless Services, Telephone Directory Advertising and Video Services. Billing under this tariff does not include 900,976 or other information services. (T)

The Utility will provide end user account information to the Customer only as set forth in 8.7 following.

The Utility will not deny basic telephone service solely for the end user's failure to pay any transaction billed under this tariff section. In the event a residential end user's telephone service has been permanently discontinued with a balance owing, any amounts due for the services billed under this tariff will not be included in the calculation of deposits to reconnect or establish service.

The Utility will not provide services under this tariff to any Customer without authorization by the Commission to provide intrastate telecommunications services, to the extent such authorization is required by law.

The following types of billing services will be offered:

- (A) Transaction Billing: the guiding of Customer rated transactions to a valid end user account for subsequent Bill Rendering in accordance with the Utility's own procedures for handling Utility transactions and all relevant Commission requirements. The Utility's process for Transaction Billing is the same as described for Message Billing in Section 8.3 preceding.

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)
- 8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)(L)
- 8.5.1 General Description (Cont'd)
- (A) Cont'd
- The term "Transaction" as used herein includes Customer charges for the services billed under this-Section 8.5, associated equipment as set forth in 8.5.2 (C) and adjustments and credits related to those services.
- (B) Bill Rendering: the preparation and mailing of statements to the Customer's end users, the updating of the balance due, the receipt of payments, treatment and collection activity, and maintenance of end user accounts.
- (C) Inquiry Service: the answering of end user questions, either written or verbal, concerning disputed charges, explaining bills, crediting and adjusting charges, and claim investigation.
- (D) Support Services: the provision of assistance to the Customer in the investigation of an end user query to the Customer, issuance of an end user adjustment at the Customer's request, and other Customer support activities. (T)(L)
- Except as specifically stated otherwise or unless the provisions of this Section 8.5 are inconsistent with the provisions of 8.3 preceding, the provisions of 8.3 apply to the services offered under this tariff section. (N)
- 8.5.2 Undertaking of the Utility
- (A) Billing and Collection Services for Telecommunications Related Services will be ordered under a Customer Order by an authorized representative of the Customer. The Utility will provide the service as set forth in (B) through (Q) following at the rates and charges as set forth in 8.5.9 following. (N)

NOTE 1: Material that appeared on 1st Revised Sheet 513 is deleted in its entirety by this filing. (N)
(L) Formerly on Sheet 562-C. (N)

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)
- 8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)
- 8.5.2 Undertaking of the Utility (Cont'd) (T)
- (B) The Utility will provide Transaction Billing and Bill Rendering for rated Transactions billed to end users within its operating territory who subscribe to the Utility's local telephone service. The Utility will determine the format of the bill rendered to the end user. (T)(L)y
- (C) The Utility will bill telecommunications related equipment charges under this Section 8.5 only for Customers providing services billed under this Section 8. Billing will be under agreed upon terms and conditions. (N)
- (D) The Utility will not bill Transactions that are inaccurate or misleading or in any way inconsistent with the Customer service requested by and provided to the end user. (N)
- (E) The Utility will specify a standard data format to be used. If in the course of Utility business it is necessary to change the format, the Utility will provide notification to the Customer in advance of the change. (T)(L)
- (F) The Utility will return Customer Transaction Details which cannot be billed based on the Utility's standard acceptance edits. (T)(L)
- (G) The Utility may undertake the development of a Customer specific program or project. The charges for such an undertaking will be determined on an individual case basis at the rates and charges as set forth in 8.5.9 following. (T)(L)
- (H) The Utility will establish and maintain Customer end user accounts. The Utility will not establish a Customer end user account with a Customer balance due. (T)(L)x
- NOTE 1: Material that appeared on 1st Revised Sheet 514 is deleted in its entirety by this filing. (N)
- (L) Formerly on Sheet 562-D. (N)
- (L)x Formerly on Sheet 562-G. (N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd) (T)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd)

8.5.2 Undertaking of the Utility (Cont'd)

(I) The Utility will not bill Customer Transactions where the associated service was furnished more than 90 days preceding the date of the end user's bill.

(J) The Utility will not bill Transactions to an end user account for more than 45 days after the disconnect date of the end user account. All such Transactions will be returned to the Customer in a mutually agreed format.

(K) The Utility may investigate any Message which cannot be posted to a valid end user account. If upon completion of the investigation the Message cannot be posted to a valid end user account, the Message will be returned to the Customer in a mutually agreed format.

(L) The Utility collects payments from end users based on the single balance due the Utility for all charges on the end user bill. The Utility will apply partial payments according to its methods and procedures. The Utility will provide treatment services which include the forwarding of notices of delinquent or unpaid accounts and negotiating of credits and adjustments and will pursue collection of monies related to Utility billed Customer charges based on the Utility's established methods and procedures and all relevant Commission requirements. The Utility will not deny basic telephone service for an end user's failure to pay Customer charges billed under this Section 8.5. (T)
(T)

(M) As a function of its collection activities, the Utility will charge the Customer a percentage of total fees paid by the Utility to outside collection agencies in a given month. This percentage will be based on the ratio of the Customer's charges recovered after write-off on behalf of the Utility against the end user's single balance due.

(D)

(D)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd) (T)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd)

8.5.2 Undertaking of the Utility (Cont'd)

(N) Upon Customer request, the Utility will provide Inquiry Service as set forth in 8.3.2(T) preceding.

(O) The Utility will support the Customer through the IPOC as set forth in 8.3.2(U) preceding.

(P) In the event the Customer provides its own Inquiry Service, the Utility reserves the right to adjust end user bills and recourse the adjustments to the Customer for any amount disputed by the end user and which the end user appeals to the Utility to resolve. The Utility will advise the end user that the Customer may pursue further collection activities. The Utility will charge the Customer an adjustment charge as set forth in 8.5.9(D) following.

(Q) The Utility will have the right to refuse to provide or to discontinue Billing Service under the following conditions:

(1) When the total number of perceived customer reported Complaints for unauthorized charges/changes, either intrastate or interstate, received by the Pacific Bell business offices exceed the complaint threshold, as indicated below, 2 out of 3 consecutive months. (T)

<u>Bills Rendered Per Month</u>	<u>Complaint Percentage</u>	(N)
80,000 bills rendered or less	0.5%	
80,001 - 300,000 bills rendered	0.2%	
300,001+ bills rendered	0.1%	

(2) Pacific Bell retains the right to cease providing intrastate billing and collection services provided to the Customer under an interstate contract. (T)

(D)
 (D)

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)
- 8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)
- 8.5.2 Undertaking of the Utility (Cont'd) (T)
- (Q) Cont'd (T)
- (3) Prior to the discontinuance of billing service as set forth above, the Utility will inform the Customer of the complaints and/or adjustment level. The Customer will have 30 days in which to implement process changes aimed at reducing the excessive level of complaints and/or adjustments. In the event the Customer fails to take good faith efforts to reduce the excessive level of complaints and/or adjustments, the Utility will provide the Customer and the Commission a 30-day notification of the date on which the Utility will discontinue billing (Termination Notice). (T)(L) (T) (L)
- (4) In the event the Customer's process changes are unable to reduce the excessive level of complaints and/or adjustments to the level set forth in (1) and (2) preceding within 60 days of being notified by the Utility as set forth in (3) preceding, the Utility will provide the Customer and the Commission a 30-day notification of the date on which the Utility will discontinue billing (Termination Notice). (T)(L)x (T) (L)
- (5) The Customer may file a complaint with the Commission and may request a stay of the Utility's Termination Notice, issued under (3) or (4) preceding, until the Commission has ruled on the complaint. Unless the Commission issues a ruling for a stay of the Utility's Termination Notice, the Utility will be permitted to discontinue billing services. (T) (T) (L)x

NOTE 1: Material that appeared on 2nd Revised Sheet 517 is deleted in its entirety by this filing. (N) (N)

(L) Formerly on Sheet 562-K-1.

(L)x Formerly on Sheet 562-K-2.

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)

8.5.3 Purchase of Accounts Receivables (T)(L)

The Utility will purchase, on a regular basis, the Customer's accounts receivable based on Transactions accepted by the Utility for billing to the Customer's end users. All such accounts receivable will be free of any and all encumbrances which may prevent the Utility from exercising its rights and obligations under this Section 8. The Customer is prohibited from assigning, transferring, selling, exchanging or giving these accounts receivable to any other entity or person. The Customer will provide a written assurance to the Utility as to such absence of encumbrances, forbearance and any such assignment, transfer, sale, exchange or gift is null and will subject the Customer to all liabilities, expenses, and costs including attorney fees expended and incurred by the Utility in pursuing exclusive ownership to the accounts receivable. The Customer will provide to the Utility all information and documentation necessary to the Utility's creation and perfection of a security interest in such accounts.

(T)(L)
(N)

Determination of the amount due the Customer for the purchase of its accounts receivable will be calculated according to the following formula:

Current Total Amount Accepted for Billing
- Unbillable Transactions
+/- Surcharges
+/- Adjustments
- Estimated Bad Debt
+/- Taxes
+/- Uncollectible True-up (Quarterly),
= Total Amount Due Customer

(A) Current Total Amount Accepted for Billing: The total value of Transactions accepted by the Utility for billing to the Customer's end users during the Utility's current journal month. (N)

NOTE 1: Material that appeared on 2nd Revised Sheet 518 is deleted in its entirety by this filing. (N)

(L) Formerly on Sheets 562-H and 562-M.

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)
- 8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)
- 8.5.3 Purchase of Accounts Receivables (Cont'd) (N)
- (B) Unbillable Transactions: The total value of those Transactions returned to the Customer as described in 8.5.2(K) preceding, during the Utility's current journal month.
- (C) Surcharges: The total of applicable surcharges collected on the Customer's behalf by the Utility. Timely and accurate remittance of surcharges to the reporting agency is the responsibility of the Customer. (N)
- (D) Adjustments: The total value of adjustments issued by the Utility or by the Customer during the Utility's current journal month. (T)(L)
- (E) Estimated Bad Debt: The Utility will apply a net bad debt (uncollectible) factor based on the Customer's actual historical net bad debt rate against the Current Amount Accepted for Billing less Surcharges, Unbillables, and Adjustments to determine the amount to be withheld as estimated bad debt. An entry rate will be used until an actual historical bad debt rate is established by the Utility. (T)(L)
- (F) Taxes: The total of applicable taxes collected on the Customer's behalf by the Utility. Timely and accurate remittance of taxes to the taxing agency are the responsibility of the Customer. (N)
- (G) Uncollectible True-up: The uncollectible true-up is performed on a quarterly basis, or at the Utility's discretion, to determine the difference between the Estimated Bad Debt and the actual net bad debt realized on final end user accounts. Net bad debt is the sum of written off accounts less recoveries from previously written off accounts. (N)

NOTE 1: Material that appeared on 1st Revised Sheet 519 is deleted in its entirety by this filing. (N)
(L) Formerly on Sheet 562-H. (N)

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)

8.5.3 Purchase of Accounts Receivables (Cont'd) (T)

(G) Cont'd (N)

(1) If the actual net bad debt realized is greater than the Estimated Bad Debt, the Utility will deduct the difference from the next available purchase of accounts receivable or, if the next scheduled purchase of accounts receivable is less than the difference, the Utility may issue a separate invoice to the Customer for the difference. Such separate invoice will be paid by the Customer within 5 business days of receipt. In the event the Customer fails to pay the separate invoice within 5 business days of receipt, the Utility may immediately discontinue any or all billing services offered under this Section 8.

(2) If the actual net bad debt realized is less than the Estimated Bad Debt, the Utility will forward the amount due to the Customer by the date designated on the true-up report.

(3) At the time of this true-up, a new estimated net bad debt factor will be computed using the Customer's actual performance levels, not to exceed the most recent 12 months of actual performance. This factor will be applied to all amounts purchased from the Customer until the next true-up.

(N)

NOTE 1: Material that appeared on 1st Revised Sheet 519-A is deleted in its entirety by this filing. (N)
(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)

(D)

(D)

8.5.3 Purchase of Accounts Receivables (Cont'd) (T)

(H) In the event a Customer's end user adjustment level, excluding adjustments arising solely from the Utility's failure to provision Billing Service as set forth in this tariff, exceeds 25% of the amount billed for the Customer to end users in any one month (Excessive Adjustment Percentage), the Utility may take any and/or all of the following steps: (N)

(1) Request a meeting with the Customer within 10 business days to discuss the adjustment level;

(2) Withhold from each succeeding purchase of accounts receivable a percentage equal to the Excessive Adjustment Percentage. The amount withheld shall be retained by the Utility for a minimum of 3 months or until such time that the Utility, in its sole discretion, is satisfied that the Customer's adjustment dollars will not exceed the amount of accounts receivable being purchased by the Utility.

(I) Consistent with 2.4.1 preceding, the payment date of the Total Amount Due the Customer will be calculated by the Utility based on the date of purchase and the application of the Utility's current cash lag factor. This cash lag represents the number of days between the date of purchase and the date the bill is paid by the end user. (N)

Material omitted now on Sheet 480.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)

8.5.3 Purchase of Accounts Receivable (Cont'd) (T)(L)x

(J) At the request of the Customer and on terms acceptable to the Utility, the Utility will, consistent with 2.4.1 preceding, pay the Customer within a shorter interval than described in (I) preceding less an early payment discount factor based on the Utility's cost of funds. The early payment option must be ordered by the Customer for a minimum period of 6 months. The Utility reserves the right at its sole discretion to terminate the early payment option on written notice. (T)(L)x
(N)

(K) The Utility, on three days' written notice, may net any past due payment for Billing and Collection Services offered under this Section 8 against payments on Customer's accounts receivable.

(L) In the event a Customer payment for services provided under this Section 8 is past due, the Customer agrees that the Utility may net such past due payment against subsequent Customer messages submitted to the Utility for billing through an authorized billing agent. (N)

8.5.4 Liability of the Utility (T)(L)

The Utility's liability for Billing and Collection Services for Telecommunications Related Services is limited to the terms as set forth in 8.3.4 preceding. (T)(L)

8.5.5 Obligations of the Customer (T)(L)y

(A) The Customer will be responsible for collection of all end user balances which existed prior to the Utility's commencement of Billing Services under this Section 8.5. (T)(L)y

(D)
(D)

Material omitted now on Sheets 480 and 481.
(L) Formerly on Sheet 562-L.
(L)x Formerly on Sheet 562-I.
(L)y Formerly on Sheet 562-M.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)

8.5.5 Obligations of the Customer (Cont'd) (N)

(B) All Transactions submitted by the Customer will be accurate and consistent with the Customer service requested by and provided to the end user. All Transactions will be submitted to the Utility in a record format established by the Utility.

The Transaction Detail will contain the name of the service and a brief description of the service in a form acceptable to the Utility, an indicator identifying the service as regulated or nonregulated, deniable or non-deniable, and the telephone number actually dialed by the end user.

(C) The Customer will only submit previously unbilled Transactions for billing on its behalf which conform to the backbilling limitations set forth in Section 8.5.2(H) and (I) preceding. (N)

(D) The Customer will retain a copy of all Transaction Detail records for a period of 90 days from the date of the original transmission of the records to the Utility. If the Utility makes a request to Customer for a duplication of previously transmitted records within 90 days of the original transmission date. Upon request from the Utility, the Customer will resupply the Transaction Detail records within 10 business days of the Utility's request. (T) (T) (T)

(E) The Customer will indicate those specific Customer Transactions which are tax exempt, will be responsible for all end user contacts regarding taxability of customer messages and will remit all taxes to the proper authorities. Any communications from a Customer's end user relating to taxes will be the responsibility of the Customer. All determination as to the removal, addition, or adjustment of taxes billed to a Customer's end user will be the responsibility of the Customer. (T) (L) (T) (L) (N) (N)

Material omitted now on Sheets 481 and 482.
(L) Formerly on Sheet 562-N.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)

8.5.5 Obligations of the Customer (Cont'd) (N)

- (F) If the Customer elects to provide its own inquiry service, Customer will furnish to the Utility the location where inquiries are to be referred. The Customer will also provide a toll-free customer service number for inclusion on the top of Customer's end user bill page and establish procedures for promptly resolving all end user inquiries. (N)
- (G) The Customer will make available to the Utility a toll-free telephone number for use by the Utility when questions arise. (T)(L)x
 | | |
 (T)(L)x
- (H) The Customer will forward authorized adjustments of Utility-billed customer charges to the Utility in a mutually-agreed upon format within 7 days of claim resolution. (T)(L)
 | | |
 (T)(L)
- (I) The Customer will not issue adjustments, in any form including but not limited to checks, vouchers, cash, or gift certificates, directly to end users in order to adjust charges billed through the Utility. Customer adjustments must be sent to the Utility in the standard format. (N)
- (J) The Customer will notify the Utility of all pending claims within 2 business days of the end user's initial request. The term "pending claim" used herein denotes a request for an adjustment by an end user that is being investigated by the Customer.
- (K) The Customer will not request that the end user pre-pay charges billed through the Utility. (N)

(D)
 |
 (D)

Material omitted now on Sheet 483.
 (L) Formerly on Sheet 562-N.
 (L)x Formerly on Sheet 562-O.

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd) (T)
- 8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)
- 8.5.6 Ordering Provisions (T)(L)
- (A) The Customer will order Billing and Collection Services for Telecommunications Related Services for a minimum of 6 months using a Customer Order. If the service is canceled or discontinued within the initial 6 month minimum period, a monthly charge will be applied to the remaining portion of the minimum period based upon the average monthly charge for the time period for which Billing and Collection for Telecommunications Related Services was provided. (T)(L)
(N)
- (B) The Utility will determine the commencement date for billing services upon receipt of the signed Customer Order and payment of the applicable deposits and development charges, which will be determined on an individual case basis. (T)(L)x
(T)(L)x
- (C) A Customer may cancel a Customer Order for Billing and Collection for Telecommunications Related Services on any date prior to the in-service date. The cancellation date is the date the Utility receives written or verbal notice from the Customer that the Customer Order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. When a Customer cancels a Customer Order within 30 days of the date of the Customer Order, the Utility will refund half the development charges. When a Customer cancels a Customer Order 30 or more days after the date of the Customer Order, the Utility will not refund any portion of the development charges. (N)
- (D) Customer requested changes to a pending Customer Order will be undertaken if they can be accommodated by the Utility. The Utility will advise the Customer if the requested changes will impact the scheduled in-service date. The Customer is responsible for any costs incurred by the Utility to implement the requested change. (N)
- NOTE 1: Material that appeared on 1st Revised Sheet 524 is deleted in its entirety by this filing. (N)
- (L) Formerly on Sheet 562-D. (N)
- (L)x Formerly on Sheet 562-M. (N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)

8.5.6 Ordering Provisions (Cont'd) (T)(L)

(E) The Customer will provide the Utility 90 days written notice if it wishes to discontinue current billing services.

(T)(L)

(F) In the event the Customer has not established credit with the Utility or has repeatedly failed to pay the Utility in a timely manner for billing and collection services provided by the Utility under previous agreement, or fails to pay the charges for any services provided under this Section 8 in a timely manner, the Utility will have the right to require a deposit as set forth in 8.3.6(F) preceding.

(N)

(N)

8.5.7 Audit Provisions (T)(L)x

The Billing and Collection Services for Telecommunications Related Services provided by the Utility is auditable by the Customer and the Utility as set forth in 8.1.6. preceding.

(T)(L)x

8.5.8 Rate Regulations (T)(L)y

(A) A Transaction Billing charge as set forth in 8.5.9(A) following, will apply to each Transaction billed to an end user account.

(B) A Bill Rendering charge as set forth in 8.5.9(B) following, will apply to each bill rendered to an end user account that contains Transactions submitted by the Customer.

(T)(L)y

(N)

(N)

(C) An Inquiry Service charge as set forth in 8.5.9(C) following, will apply to each Transaction billed to an end user account.

(T)(L)z

(T)(L)z

Material omitted now on Sheets 476-A and 484-A.

(L) Formerly on Sheet 562-D.

(L)x Formerly on Sheet 562-E.

(L)y Formerly on Sheet 562-P

(L)z Formerly on Sheet 562-Q.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd)

8.5.8 Rate Regulations

(D) Support charges as set forth in 8.5.9(D) following, will apply to the following activities performed by Utility: (T)

- (1) Equipment Checks: A charge will apply when the Customer requests an Equipment Check on an end user line and no Utility failure is found.
- (2) Bill Copies: A charge will apply for a copy of each page of an end user bill requested by the Customer.
- (3) Customer Requested Adjustments: A charge will apply for each Adjustment Session during which the Utility issues adjustments at the Customer's request. (T)
- (4) Recourse Adjustments: A charge will apply for each Adjustment Session during which the Utility issues recourse adjustments when the Customer cannot resolve end user complaints. (T)
- (5) Miscellaneous Services: A charge will apply for any special projects the Utility undertakes for the Customer. The Utility will advise the Customer when these charges apply. If the work is performed outside normal work hours, the charge will be one and one-half times the hourly rate as set forth in 8.5.9(D) following or as otherwise negotiated between the Utility and the Customer on an individual case basis. (T)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd) (T)

8.5.8 Rate Regulation (Cont'd) (T)

(E) Basic and premium rates per hour and the Central Processing Unit time as set forth in 8.5.9(E) and (F) apply to each hour of Utility time expended to meet the Customer's specific request for work performed on an individual case basis. The Customer will be billed based on records maintained by the Utility.

(F) An End User Account Activity charge as set forth in 8.5.9(G) following, will apply to each mechanized Service Order issued at the request of the Customer. (N)
|
(N)

(G) A Data Transmission Charge as set forth in 8.5.9(H)(2) will be applied for every record received from the Customer or transmitted to the Customer. (T)(L)x
| |
(L)x

(H) A Record Keeping Charge as set forth in 8.5.9(I) will be applied when a bill is rendered to an end user account on behalf of the Customer. (T)(L)y
| |
(L)y

(D)
|
(D)

Material omitted now on Sheet 528-A.
(L)x Formerly on Sheet 562-P.
(L)y Formerly on Sheet 562-Q.

Continued

Advice Letter No. 17860A
Decision No.

Issued by
A. E. Swan
Executive Director

Date Filed: Nov. 9, 1995
Effective: JUN 26 1996
Resolution No.

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd)

8.5.9 Rates and Charges

	<u>Rates</u>	
(A) Transaction Billing Charge per transaction billed	\$0.010	(R)
(B) Bill Rendering Charge per end user bill rendered each billing cycle; tiered	0.18	(R)
(C) Inquiry Service per transaction billed	0.02	
(D) Support Charges		
(1) Equipment Checks applicable when no Utility failure found, per check basis		
0- 10	0.00	
11 - 20	141.87	(R)
21 +	184.43	
(2) Bill Copies (per page)	2.36	
(3) Customer Requested Adjustments per adjustment session	3.78	
(4) Recourse Adjustments per adjustment session	8.51	
(5) Miscellaneous Services (per hour, not including	42.56	(R)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.5 Billing and Collection Services for Telecommunications Related Services (Cont'd)

8.5.9 Rates and Charges (Cont'd)

	<u>Rates</u>
(E) Development Charges:	
(1) Basic, per hour or fraction thereof, (applicable to work performed within the Utility's normal work schedule and using the normal work force)	\$ 75.66 (R)
(2) Premium, per hour or fraction thereof, (applicable to work performed outside the Utility's normal work schedule and/or which requires additions to the normal work force.)	94.58 (R)
(F) Central Processing Unit per hour or fraction thereof	472.90 (R)
(G) End User Account Activity per mechanized service order	2.36 (R)
(H) Data Transmisson	
(1) Interface Development and Maintenance	ICB rates and charges apply
(2) Per record received or transmitted	0.002
(I) Record Keeping Maintenance per end user account	0.026 (R)

Continued

ACCESS SERVICE

8. <u>Billing and Collection Services</u> ¹ (Cont'd)	(T)
8.6 <u>Billing Investigation and Analysis Service</u>	(T)(L)
At the request of a Customer, the Utility will investigate and analyze suspected criminal activities involving telephone service(s). Criminal activities include but are not restricted to billing evasion activities where there is intent to avoid appropriate billing.	(T)(L) (T) (L)
8.6.1 <u>General Description</u>	(T)(L)
Billing Investigation and Analysis will be provided at the discretion of the Utility and to the extent that such services can be made available with reasonable effort.	(T)(L) (T) (L)
(A) Electronic Investigation is the provision of services to collect evidence documenting those suspected criminal activities involving use of telephone service(s). Electronic Investigation also includes the utilization of equipment and specially trained personnel to gather electronic evidence.	(T)(L) (L) (N) (N)
(B) Electronic Deterrence includes assisting law enforcement agencies, recovery of devices used in criminal activities involving the use of telephone service(s), contact and interview of parties identified as engaging in criminal activities involving the use of telephone service(s), preparation of an affidavit and prosecutive summary, provision of expert witness analysis and testimony, storage of evidence, consultation with Customer personnel regarding Customer telephone service security, and assistance provided to publicize criminal deterrence activities.	(T)(L) (L)
(C) In the process of doing business, a Customer may determine needs not covered by this tariff which would require modifications to the Billing Investigation and Analysis process. In this event, the Customer may contact the Utility with requirements. If, after a review of these requirements, the Utility determines the Customer's request can be accommodated, the period of time required to make the studied changes and the associated charges for accommodating the Customer request will be determined on an individual case basis.	(T)(L)x (L)x
Note 1: Material that appeared on Original Sheet 528-A is deleted in its entirety by this filing.	(N) (N)
(L) Formerly on Sheet 526.	
(L)x Formerly on Sheet 527.	
	Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.6 Billing Investigation and Analysis Service (Cont'd)

(T)

8.6.2 Undertaking of the Utility

(T) (L)

(A) Billing Investigation and Analysis Service will be ordered under a Customer Order by an authorized representative of the Customer as set forth in 8.6.5 following. The Utility will provide any one or all of the services as set forth in (B) through (H) following at rates and charges as set forth in 8.6.7 following.

(T) (L)

(T) (L)

(B) Electronic Investigation Service will be provided by authorized Utility personnel upon written request from an authorized representative of the Customer specifying the individual line(s) and/or parties to be investigated and the nature of the suspected criminal activity. Electronic Investigation Service involves not only investigation, but also minimization of the investigation data as set forth in 8.6.2(B)(2) following.

(T)

(T)

(1) Electronic Investigation Service is composed of two phases. Phase I is electronic documentation of signal irregularities; Phase II involves further investigation of message(s) in accordance with all applicable Federal and State laws and regulatory guidelines. Signal irregularities include irregular single frequency signals, irregular multi-frequency signals, and dialed digits. In most cases involving signal irregularities, Phase I -- electronic documentation -- must be completed and provide evidence supporting the alleged criminal activity before Phase II -- further investigation of message(s) -- can be requested. Any exceptions to this two-phase sequence are subject to approval by appropriate Utility representatives.

Electronic Investigation Service -- Phase I and II -- will be provided for specified weekly intervals at any central office switch or at an authorized Utility location. The location of individual line scan, documentation, and recording equipment will be mutually agreed upon by representatives of the Customer and the Utility.

(T)

(L) Formerly on Sheet 527.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.6 Billing Investigation and Analysis Service (Cont'd) (T)

8.6.2 Undertaking of the Utility (Cont'd) (T)

(B) (Cont'd)

(1) (Cont'd)

For investigation at an authorized Utility location, the Utility will use a toll connection provided by the Customer between the involved central office and the Utility location as set forth in 8.6.4(D) following. The toll connection provided by the Customer will not be used for any purpose other than the requested investigation. (T)

Subject to agreement by the Utility, special construction of detection and investigation equipment and/or materials to recognize and record criminal activities using telephone service(s) may be undertaken at the request of the Customer to meet the needs of the Customer. Such special construction will be provided and charged on an individual case basis. (T)
|
(T)

The Utility will notify the Customer of the results of an electronic investigation by a written report and/or telephone call per a mutually agreed upon schedule and will permit authorized representatives of the Customer to review the results. The scan and any associated recorded material will be considered the property of the Utility. The Customer's purchase of Electronic Investigation Service does not imply ownership of any material recorded by the Utility. The Utility, at its discretion or upon subpoena, will release recorded material only to proper legal authorities. The Customer will be notified by telephone of any such release of recorded material.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.6 Billing Investigation and Analysis Service (Cont'd) (T)

8.6.2 Undertaking of the Utility (Cont'd) (T)

(B) (Cont'd) (T)

(2) Minimization of Electronic Investigation data is the process by which evidence gathered during an investigation is reduced to only those messages evidencing criminal activities. Minimization may be an automated or manual process depending on the nature of the criminal activity taking place. The appropriate minimization process will be determined by the Utility based on the nature of the criminal activity and the evidence collected.

(C) Electronic Deterrence Service for criminal activities involving the use of telephone service(s) will be provided by Utility Security personnel upon written request from an authorized representative of the Customer specifying the deterrence service(s) requested. The deterrence services provided will include assistance to law enforcement agencies, recovery of devices, contact and interview of involved parties, preparation of an affidavit and prosecutive summary, provision of expert witness analysis and testimony, consultation, and assistance provided to publicize deterrence activities. (T)

(1) Assistance to law enforcement agencies is the provision to law enforcement agencies of information regarding criminal activity using telephone service(s) after the agencies' involvement has been arranged by the Customer according to 8.6.4(H) following, the collection of criminal activity information from law enforcement agencies, and the reporting to the Customer of results of such participation. (T)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.6 Billing and Investigation and Analysis Service (Cont'd) (T)

8.6.2 Undertaking of the Utility (Cont'd) (T)

(C) (Cont'd) (T)

(2) Recovery of devices and materials is the attempt by Utility personnel to remove appropriate devices or material associated with criminal activities using telephone service(s). Recovery or attempted recovery must involve the accompaniment of duly authorized law enforcement personnel to the location where the devices or material have been determined to exist unless the Utility concludes law enforcement assistance is not required for legal and safety reasons. If law enforcement involvement is required, it must be arranged by the Customer according to 8.6.4(H) following. (T)

(3) Contact and interview of parties is written notification, verbal notification, or face-to-face discussion with a party or parties by the appropriate Utility personnel in an effort to halt criminal activities using telephone service(s). The contact or interview procedures used in a specific situation will be mutually determined by the Utility and the Customer.

(4) Preparation of an affidavit and prosecutive summary is the documentation of the steps and results of the collection of evidence by the Utility personnel who performed such activities. A written affidavit and summary will be provided to the authorized representative of the Customer or law enforcement agency designated by the Customer.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.6 Billing Investigation and Analysis Service (Cont'd) (T)

8.6.2 Undertaking of the Utility (Cont'd) (T)

(C) (Cont'd)

(5) Provision of expert witness analysis is the review, study, and other technical support activities provided by Utility experts to document that any device or material provided for analysis by the Customer or law enforcement agency authorized by the Customer does operate, perform, or contain evidence of criminal activities using telephone service(s). A written analysis report will be provided to appropriate Customer personnel. The expert witness will be selected by the Utility.

(6) Provision of expert witness testimony is the preparation of written testimony and the submission of such testimony in association with an investigation. The expert witness will be selected by the Utility.

(D)

(D)

(T)

(7) Consultation with Customer personnel is the review of Customer criminal deterrence activities and preventative controls, including billing evasion activities, advice and/or training for Customer personnel, and the development of telephone service security programs for the Customer. Consultation also includes similar review of deterrence and prevention activities, advice, training and/or program development with non-Customer personnel on behalf of the Customer at the request of the Customer.

(8) Assistance provided to publicize deterrence is the provision of information and personnel to aid in publicizing deterrence of criminal activities using telephone service(s). The Utility and Customer will mutually determine what information the Utility will provide, if any, and will select the personnel and media, if any, to provide this service.

(T)(L)

(L)

(L) Formerly on Sheet 534.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.6 Billing and Investigation and Analysis Service (Cont'd) (T)

8.6.2 Undertaking of the Utility (Cont'd) (T)(L)

(D) The Utility, upon written request of the Customer, will provide personnel for all Billing Investigation and Analysis services on a premium time basis at premium rates set forth in 8.6.6(G) following. Premium time includes overtime, non-standard business hours, holidays, and weekends. (L)
(T)
(T)

(E) For any Billing Investigation and Analysis services required at locations necessitating travel or transportation on the part of Utility personnel or equipment, any out-of-pocket payments for such travel and/or other expenses of the Utility or its personnel will be billed to the Customer.

(F) If, at any point in a Billing Investigation and Analysis process, Utility personnel determine for legal or safety reasons that the process should be halted, the decision of the Utility will prevail, and the Customer will be notified of such decision.

(G) At the Customer's request the Utility may undertake the development of a project or program to satisfy a particular Customer need. Development charges will apply for such an undertaking as set forth in 8.6.7 (D) and (E) following. (L)

8.6.3 Liability of the Utility (D)
(T)(L)

(A) The Utility will not be liable for damages to the Customer or any other person for any acts performed pursuant to this tariff, except for willful misconduct on the part of the Utility. (T)(L)

(B) The Utility will be indemnified and held harmless by the Customer against any claim, loss, damage (including reasonable costs, expenses, and attorney's fees) arising from the Customer's use of services under this Section 8.6, except for claims relating to or arising out of the Utility's willful misconduct or the failure of the Utility to comply with the terms of this Section 8.6. (T)(L)x
(T)(L)x

Material omitted now on Sheet 533.

(L) Formerly on Sheet 538.

(L)x Formerly on Sheet 543.

Continued

ACCESS SERVICE

- | | |
|--|-------------------|
| 8. <u>Billing and Collection Services</u> ¹ (Cont'd) | (T) |
| 8.6 <u>Billing Investigation and Analysis Service</u> (Cont'd) | (T) |
| | (D) |
| | (D) |
| 8.6.4 <u>Obligations of the Customer</u> | (T)(L) |
| (A) With each Customer Order, the Customer will designate and identify the authorized representative who will be responsible to protect the information and to whom the Billing Investigation and Analysis Service information will be provided. The Customer will make every effort to ensure that Billing Investigation and Analysis Service information is only provided to and used by authorized personnel involved in Customer's security matters. | (T)(L) |
| (B) When Electronic Investigation Service is ordered, the authorized representative of the Customer will specify in writing the details of the criminal activities to be investigated, including the access lines, parties, or messages to be investigated. The Customer will furnish all necessary end user information it possesses as requested by the authorized Utility personnel. | (T)(L)x
(T) |
| (C) When Electronic Investigation Service is ordered with documentation and recording done at the authorized Utility location, the Customer will provide, at no charge to the Utility, the toll connection between the central office involved and the Utility location for use during the investigation period ordered by the Customer. | (T)
(T)
(T) |
| (D) When an Electronic Deterrence Service is ordered in writing by an authorized representative of the Customer, any necessary information requested by the Utility to initiate, continue, or complete the service will be provided by the Customer. | (T)
(L)x |
| Note 1: Material that appeared on 1st Revised Sheet 535 is deleted in its entirety by this filing. | (N)
(N) |
| (L) Formerly on Sheet 539. | |
| (L)x Formerly on Sheet 540. | |

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd) (T)
- 8.4 Billing Investigation and Analysis Service (Cont'd) (T)(L)
- 8.6.4 Obligations of the Customer (Cont'd) (T)
- (E) When provision of expert witness analysis is ordered by the Customer, the Customer will be responsible for furnishing the device or material to be analyzed. (T)
- (F) When provision of expert witness testimony is ordered by the Customer, the Customer will include information as to when and where the testimony is needed. (T)
(L)
- (G) When law enforcement agencies are to be brought into Billing Investigation and Analysis processes, the Customer must authorize the Utility to assist the law enforcement agencies. The Utility will assist law enforcement agencies only after the Customer lodges a formal complaint with the agencies. (T)(L)x
(T)
- (H) When the Utility requests Customer approval to proceed or continue toward the next applicable security procedure, it is the responsibility of the Customer to respond to the request in writing within a predetermined period of time stating whether the Utility is to proceed further. (T)
- (I) All inquiries from Customer's end users concerning services provided under this section of this tariff are to be handled by the Customer. Any questions to the Utility regarding Billing Investigation and Analysis Service will be made only by authorized representatives of the Customer. (T)
(T)
(T)
- (J) All publicizing of actions resulting from services provided under this section of this tariff, will be the responsibility of the Customer. The Customer will not publicize that the Utility assisted the Customer unless the Customer has written permission from an authorized representative of the Utility. (T)
(T)
(L)x

Note 1: Material that appeared on 1st Revised Sheet 536 is deleted in its entirety by this filing. (N)
(N)

(L) Formerly on Sheet 540.

(L)x Formerly on Sheet 542.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.6 Billing Investigation and Analysis Service (Cont'd) (T)

8.6.4 Obligations of the Customer (Cont'd) (T)(L)

(K) When the Customer desires an estimate of the total charges for the Billing Investigation and Analysis Service(s) ordered or a periodic quotation of the charges incurred for the service(s) ordered, the Customer will request such at the time of the Customer Order(s). (T)(L)

8.6.5 Ordering Provisions (T)

(A) The Customer will initially request Billing Investigation and Analysis Service by way of a Customer Order. Special services will be thereafter be ordered by way of individual Special Orders. (T)(L)y

(B) If a customer cancels a Special Order prior to the date the Utility is scheduled to begin the service, no charges will apply. (N)

(C) Termination date of the service(s) ordered will be mutually agreed to by the Utility and the Customer. (N)

(D) Charges will be billed on a monthly basis and will be incurred only for actual services provided. (N)

(E) Payment of any charges under this tariff in no way gives the Customer any ownership of the telephone equipment or systems established by the Utility to provide these services. (T)(L)x

Note 1: Material that appeared on 1st Revised Sheet 537 is deleted in its entirety by this filing. (N)

- (L) Formerly on Sheet 542.
- (L)x Formerly on Sheet 543.
- (L)y Formerly on Sheet 539.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.6 Billing Investigation and Analysis Service (Cont'd) (T)

8.6.6 Rate Regulations (T)

(A) Basic Investigation includes the following activities: assistance to law enforcement agencies, recovery of devices material, contact and interview of parties, preparation of affidavit and prosecutive summary, provision of expert witness analysis and testimony, consultation, and assistance to publicize terrence. (N)

(B) Electronic Investigation is the utilization of equipment and specially trained personnel to gather electronic evidence and the provision of services to collect evidence documenting those suspected criminal activities involving use of telephone service(s). (T)(L)x

(C) Investigation Support is the use of field and administrative personnel to perform activities associated with a given case over and above the work of the investigator as described in (A) and (B) preceding. (T)(L)x

(D) All expenses incurred by the Utility and/or its personnel as a result of travel/transportation required to provide the service ordered by the Customer will be accounted for and billed to the Customer. (T)(L)

(E) The Utility will keep a record of the hours and quarter hours thereof used by the Utility personnel and/or equipment to provide the service ordered by the Customer and will bill the Customer in accordance with these records. (T)(L)

(F) For any service provided under this Section 8.6, the Customer will be charged based on the actual hours of work provided regardless of the time period specified by the Customer in the Customer Order requesting the service. (T)(L)

Material omitted now on Sheet 534.
 (L) Formerly on Sheet 545.
 (L)x Formerly on Sheet 544.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.6 Billing Investigation and Analysis Service (Cont'd)

(T)

8.6.6 Rate Regulations (Cont'd)

(T)

(G) Premium time services as defined in 8.6.2 (D) preceding will be charged as follows:

(T)(L)

(1) Overtime and non-standard business hours will be charged at one-and-one-half times the standard hourly service rate.

(2) Weekend and holiday hours will be charged at two times the standard hourly service rate.

(L)

(H) The charges for Basic Investigation associated with the recovery of devices or material applies to any authorized attempt whether or not Utility personnel are successful in removing the device/material or are unable to locate and/or remove the device/material.

(T)(L)

(T)

(L)

(D)

(D)

(I) The charges for all investigation activity set forth in 8.6.7 following apply to any authorized contact attempt whether or not the Utility personnel are able to successfully contact and interview the party or parties; whether or not the Utility personnel are successful in identifying the suspect, contacting the suspect, or obtaining full restitution for the billable charges.

(T)(L)x

(T)

(L)x

(N)

(N)

(J) If a case is reopened at the request of the Customer, the Customer will be billed for any charges appropriate and relevant to the case that are incurred by the Utility as a result of casework between the date the case was originally closed and the reopening date.

(T)(L)x

(T)

(L)x

(K) Basic and premium rates per hour as set forth in 8.6.7(D) following and Central Processing Unit time as set forth in 8.6.7(E) following will apply to each hour of Utility time expended to meet the Customer's specific request for development work performed on an individual case basis. The Customer will be billed based on records maintained by the Utility.

(T)(L)x

(T)(L)x

(N)

(N)

Material omitted now on Sheet 535 and 537.

(L) Formerly on Sheet 546.

(L)x Formerly on Sheet 547.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.6 Billing Investigation and Analysis Service (Cont'd)

8.6.7 Rates and Charges

	<u>Rates</u>
(A) Basic Investigation per hour	\$131.46 (R)
(B) Electronic Investigation per hour	191.05
(C) Investigation Support per hour	67.15 (R)
(D) Development Charges	
(1) Basic (per hour or fraction thereof; applicable to work performed within the Utility's normal work schedule and using the normal work force)	75.66 (R)
(2) Premium (per hour or fraction thereof; (applicable to work performed outside the Utility's normal work schedule and/or which requires additions to the normal work force)	94.58 (R)
(E) Central Processing Unit per hour or fraction thereof	472.90 (R)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information

8.7.1 General Description

End User Account Information is the provision of certain information to the Customer from the Utility records. All End User Account Information will be used by the Customer in a manner consistent with the restrictions set forth below.

Unless otherwise specified, End User Account Information is available upon request to the certificated Carrier, as set forth in Section 2.1.4(B) preceding, or their authorized agents consistent with legal and regulatory requirements.

(T)

End User Account Information offered under this Section 8.7 is comprised of the following:

- (A) Account Information as set forth in Section 8.7.2 following provides certain end user account detail for a Customer's presubscribed end users for limited business purposes.
- (B) Billing Name and Address (BNA) Information as set forth in Section 8.7.3 following provides the billing name and address associated with a telephone number for the purpose of billing a call.
- (C) Customer Name and Locality (CNL) Information as set forth in Section 8.7.4 following provides the name and town information associated with a telephone number for the purpose of authorizing a call, investigating a call or handling an emergency situation.
- (D) Universal Line Level Maintenance (ULLM) as set forth in 8.7.5 following provides specific detail for listed business accounts for the purpose of database reconciliation or for market analysis.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.1 General Description (Cont'd)

(D)
|
(D)

The Utility will stop providing End User Account Information to a Customer in the event the Customer fails to comply with the terms of this Section 8.7 or in the event the Utility determines that the provision of such information may violate any legal or regulatory requirements.

The Utility will provide to the Customer the file format for any printed, electronically transmitted or tape output of its data files. If in the course of Utility business it is necessary to change the media format, the Utility will attempt to provide notification to the Customer one month prior to the change.

If the Customer requests that the information ordered be resupplied by the Utility because of incorrect Customer specifications or errors, the Utility will resupply the information upon receipt of a new Customer Order and all appropriate charges as set forth in 8.7.9 following apply.

At the Customer's request the Utility may undertake the development of a program or project. Development charges will apply as set forth in Section 8.7.9(E) and (F) following for such an undertaking.

8.7.2 Account Information

At the request of a certificated Carrier, or its authorized billing agent, for which the Utility provides billing services under Section 8.3 preceding or Section 12 following, the Utility will provide the Customer with certain Account Information on the Customer's presubscribed end users for the limited purpose of improved account care and fraud control.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.2 Account Information (Cont'd)

(A) Undertaking of the Utility

(1) A standard format for requesting Account Information will be established by the Utility and provided to the Customer.

(2) Reserved

(3) Account Information will be provided to the Customer in the industry supported Customer Account Record Exchange (CARE) format at the time the end user presubscribes to the Customer's service. Additional Account Information will be provided to the Billing and Collections Customer regarding end users presubscribed to the Customer, via the supported CARE format, advising the Customer when a toll restriction is either initiated and/or removed from the end user's account.

(T)
(T)
(N)
|
(N)

(4) The Utility will transmit Account Information to the Customer based on the existing Daily Activity Report (DAR) format, i.e., via paper, electronic transfer or magnetic tape.

(5) The Utility reserves the right to terminate the provision of any or all services described in this Section 8.7.2 if, at the Utility's sole discretion, the Customer fails to comply with the requirements set forth in this Section 8.7.2. The Customer will be notified of the Utility's decision to discontinue the provision of the services described in this Section 8.7.2.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information

(T)

(D)

(D)

8.7.2 Account Information (Cont'd)

(N)

(A) Cont'd

(5) Cont'd

The Utility will require the immediate return of the tapes, paper or files to the Utility or the removal of Utility provided Account Information from the Customer's records when services are discontinued.

- (6) All Account Information output files as described in this Section 8.7.2, including magnetic or cartridge tapes, paper reproductions, etc., shall remain the sole property of the Utility.

(B) Liability of the Utility

Notwithstanding 2.1.3 preceding, in the absence of willful misconduct, no liability for damages to the Customer or other person or entity shall attach to the Utility for its action or the conduct of its employees in providing Account Information.

- (1) The Utility warrants that the information provided to the Customer is correct to the best of the Utility's knowledge at the time the information is provided. THE UTILITY MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO SUCH INFORMATION OR DATA EXCHANGE MEDIUM, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- (2) The Customer shall indemnify and hold harmless the Utility against any loss, costs, claim or damage resulting from or in connection with the use of the output tapes or information provided by the Utility.

(N)

Material omitted now on Sheet 538.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information

(T)

8.7.2 Account Information (Cont'd)

(T)

(C) Obligations of the Customer

(T)

(D)

(D)

(1) The Customer will order Account Information as described in this Section 8.7.2 using a Customer Order. With each Customer Order, the Customer shall identify the authorized individuals and address to receive the Account Information output files, tapes, etc.

(N)

(2) When Account Information is received, the Customer will use Account Information solely in connection with account care and/or fraud control.

(3) The Customer will hold the information provided in strict confidence and take the necessary steps to prevent the transfer or disclosure of any Account Information to any employee or agent of the Customer who does not have a need for the Account Information in connection with job duties relating to account care and/or fraud control. The Customer will not copy any portion of the Account Information except for the Customer's internal use as permitted under this tariff.

(4) The Customer will not release, sell or otherwise provide the Utility provided Account Information or output tapes to any parent, subsidiary, affiliate, agent of the Customer, or to any third party, unless otherwise authorized in writing from the Utility.

(5) The Customer will not use Account Information in connection with any marketing or related activity. All uses of Account Information must be directly related to account care and/or fraud control.

(N)

Material omitted now on Sheet 538.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (T)

8.7.2 Account Information (Cont'd) (T)

(C) (Cont'd) (T)

(6) The Customer will, at the time of requesting Account Information, provide the Utility with a written statement describing the safeguards and/or procedures that the Customer has in place to ensure compliance with this Section 8.7. The Utility reserves the right, on a reasonable notice, to audit the safeguards and/or procedures described in the Customer's written statement. (N)

(D)

(D)

(7) The Customer shall not publicize or represent to others that the Utility jointly participates with the Customer in the development of the Customer's end user account records, or other uses the Customer develops based on the Utility provided information. (T)(L)

(T)

(T)(L)

(8) The Customer will provide to the Utility upon request and upon reasonable terms and conditions account information similar to that which is set forth in Section 8.7.2(A) preceding. (N)

(9) The Customer shall be responsible for all contacts and inquiries from its end user concerning Account Information. (N)

(N)

Material omitted now on Sheet 539.
(L) Formerly on Sheet 556.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.3 Billing Name and Address (BNA)

At the request of a certificated Carrier or its authorized billing agent, the Utility will provision BNA Service. BNA Service will be provided to the Customer for the limited purpose of billing a call, where the originating telephone number is provided by the Customer, and the original telephone number was obtained through Automatic Number Identification (ANI).

(T)

(A) Undertaking of the Utility

- (1) The Utility will determine the period of time to establish the Customer's BNA service. A standard format for the receipt and provision of originating telephone numbers and BNA information will be established by the Utility and provided to the Customer.
- (2) Once established, the Utility will receive from the Customer via magnetic tape or Data Transmission which contains the originating telephone numbers obtained through ANI. The frequency will be at intervals mutually agreed upon between the Utility and the Customer. The Customer provided end user telephone numbers will be associated with the proper end user BNA contained in the Utility's file at that time. The BNA associated with the Customer provided telephone number will contain an indicator for nonpublished status. The information will then be provided to the Customer as set forth in (3) following.

(T)

Continued

Advice Letter No. 19005

Issued by

Date Filed: Sept 3 1997

Decision No.

A.E. Swan

Effective: OCT 13 1997

Executive Director

Resolution No.

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information

(T)

8.7.3 Billing Name and Address (BNA) (Cont'd)

(T)

(A) Undertaking of the Utility Cont'd

(T)

(3) Output magnetic tape(s) containing BNA details will be provided to the Customer as part of the BNA Service. The Utility will determine the number of magnetic tapes required to provide the BNA Service detail.

(T)(L)
|
|
(T)(L)

(D)

(D)

(4) The Utility will normally make the output magnetic tape available 6 business days after receipt of the Customer provided magnetic tape, or at an interval that is mutually agreed upon by the Utility and the Customer. Availability may be delayed in the case of input data errors in the Customer provided magnetic tape.

(T)(L)
(T)

(L)

(5) The output magnetic tapes will be provided by the Utility without the return of previously supplied Customer provided tapes. Unless otherwise mutually agreed to by the Utility and the Customer, the output magnetic tapes will be sent to the Customer via first class U.S. Mail. The Customer may pick up the output magnetic tapes at a location designated by the Utility.

(N)

(6) BNA Service detail will not be retained by the Utility for longer than 45 days. If the Customer requests that the initially provided output magnetic tape be made available again, such requests must be within 30 days from the date the first output magnetic tape was made available. The Utility will resupply the detail to the Customer and apply the Magnetic Tape charge as set forth in 8.7.8 following.

(7) As an alternative to the Utility provided magnetic tape output, upon acceptance of a Customer special order, the Utility will develop procedures to data transmit to the Customer the BNA details from the magnetic tape output files.

(N)

(D)

Material omitted now on Sheet 540.

(L) Formerly on Sheet 555-B.

Continued

ACCESS SERVICES

8. Billing and Collection Services¹ (Cont'd) (T)
- 8.7 End User Account Information
- 8.7.3 Billing Name and Address (BNA) (Cont'd) (T)
- (A) Undertaking of the Utility Cont'd (T)
- (8) When the BNA details are data transmitted to a Customer location, program development charges to design, develop, test and maintain the necessary programs will apply as set forth in 8.7.3(D) and data transmission charges will be determined on an individual case basis. The data transmission hardware and software specifications will be mutually agreed to by the Utility and Customer. (T)(L) (T) (T) (T)(L)
- (9) Any Customer purchasing output magnetic tapes or electronic data transmission pursuant to this tariff agrees to abide by all applicable Commission rules, decisions, orders, statues and laws concerning the disclosure of published and nonpublished telephone numbers, and further agrees to use the information contained therein only for the purpose of billing telephone calls to its end users. (T)(L)x (T) (L)x
- (10) The Utility reserves the right to terminate the provision of services described in this Section 8.7.3 if, at the Utility's sole discretion, the Customer is failing to comply with the requirements set forth in this Section 8.7.3. The Customer will be notified of the Utility's decision to discontinue the provision of the services described in this Section 8.7.3. The Utility will require the immediate return of the tapes, paper or files to the Utility or the removal from the Customer's records of Utility provided BNA when services are discontinued. (N)
- (11) All BNA output files as described in this Section 8.7.3, including magnetic or cartridge tapes, paper reproductions, etc., shall remain the sole property of the Utility. (N)
- NOTE 1: Material that appeared on Original Sheet 548-I is deleted in its entirety by this filing. (N)
Material omitted now on Sheet 549. (N)
(L) Formerly on Sheet 555-B.
(L)x Formerly on Sheet 555-C.

Continued

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information

(T)

8.7.3 Billing Name and Address (BNA) (Cont'd)

(T)

(B) Liability of the Utility

(T)(L)

(D)

|

(D)

Notwithstanding 2.1.3 preceding, in the absence of willful misconduct, no liability for damages to the Customer or other person or entity shall attach to the Utility for its action or the conduct of its employees in providing BNA Service.

(T)(L)

|

(T)(L)

(1) The Utility warrants that the information provided to the Customer is correct to the best of the Utility's knowledge at the time the information is provided. THE UTILITY MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO SUCH INFORMATION OR DATA EXCHANGE MEDIUM, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(N)

(2) The Customer shall indemnify and hold harmless the Utility against any loss, costs, claim or damage resulting from or in connection with the use of the output tapes or information provided by the Utility.

(N)

(D)

|

(D)

Material omitted now on Sheet 540.
(L) Formerly on Sheet 555-C.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.3 Billing Name and Address (BNA) (Cont'd)

(C) Obligation of the Customer

(1) The Customer will order BNA as described in this Section 8.7.3 using a Customer Order. The Utility will accept the first Customer provided magnetic tape no less than 60 days following service establishment.

(2) The Customer will provide a test magnetic tape to the Utility 30 days in advance of the proposed delivery to the Utility of the first Customer provided magnetic tape. In the event the Customer's initial test tape is unacceptable, the Customer will be charged program development charges as set forth in Section 8.7.8(D) following for the time spent by Utility personnel to provide technical assistance to the Customer and in processing additional test tapes. (T)

(3) The Customer will retain a duplicate magnetic tape or file of originating telephone numbers contained on the Customer provided tape for a period of 45 days from the date such Customer provided tapes were received by the Utility.

(4) At the Customer's request, the Utility may undertake the development of a program or project to enable the data transmission of BNA detail. Development charges as set forth in 8.7.8(D) following will apply. (T)
(T)

(5) When the BNA is received, the Customer will use the BNA solely to bill the telephone call.

Continued

ACCESS SERVICES

8. Billing and Collection Services¹ (Cont'd) (T)
- 8.7 End User Account Information (T)
- 8.7.3 Billing Name and Address (BNA) (Cont'd) (T)
- (C) Obligation of the Customer (N)
- (6) The Customer will hold the information provided in strict confidence and take the necessary steps to prevent the transfer or disclosure of any BNA to any employee or agent of the Customer who does not have a need for the BNA in connection with job duties relating to account care and/or fraud control. The Customer will not copy any portion of the BNA except for the Customer's internal use as permitted under this tariff.
- (7) The Customer will not release, sell or otherwise provide the Utility provided BNA or output tapes to any parent, subsidiary, affiliate, agent of the Customer, or to any third party, unless otherwise authorized in writing from the Utility.
- (8) The Customer will not use BNA in connection with any marketing or related activity. All uses of BNA must be directly related to account care and/or fraud control.
- (9) The Customer will, at the time of requesting BNA, provide the Utility with a written statement describing the safeguards and/or procedures that the Customer has in place to ensure compliance with this Section 8.7. The Utility reserves the right, on a reasonable notice, to audit the safeguards and/or procedures described in the Customer's written statement.
- (10) The Customer shall not publicize or represent to others that the Utility jointly participates with the Customer in the development of the Customer's end user account records, or other uses the Customer develops based on the Utility provided information. (N)

NOTE 1: Material that appeared on the 4th Revised Sheet 550 is deleted (N)
in its entirety by this filing. (N)

Continued

Advice Letter No. 17860
Decision No.

Issued by
A. E. Swan
Executive Director

Date Filed: Nov. 9, 1995
Effective:
Resolution No. JUN 26 1996

ACCESS SERVICES

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information

(T)

8.7.3 Billing Name and Address (BNA) (Cont'd)

(T)

(C) Obligation of the Customer (Cont'd)

(N)

(11) The Customer shall be responsible for all contacts
and inquiries from its end user concerning BNA.

(N)

(D)

(D)

Material omitted now on Sheet 541.

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.4 Customer Name and Locality (CNL) (T)

At the request of the Customer, the Utility will provide CNL information. Upon request from an authorized representative of the Customer who furnishes the account code assigned by the Utility, the Utility will provide name and town information from the CNL system. The CNL name and town data will be provided to the Customer for the limited purposes of authorizing a call, investigating a call, or handling an emergency situation. The information will be provided on a request by request basis by interactive voice communications. Name, town and state will be provided for each telephone number requested. (T)

(A) Undertaking of the Utility

- (1) The Utility will specify the location where CNL requests are to be received and the format in which the request is to be made.
- (2) Multiple CNL requests may be made during one call to the Utility. (T)
(T)
(D)
(D)
- (3) If the name and address associated with the telephone number is restricted due to the request of the end user, legal authority or law enforcement agency, no name or address will be provided.
- (4) When a CNL request is received from a Customer, the Utility will keep track of the requests. The Utility will bill the Customer even when the Utility is not able to provide a name and address for all requested listings.

NOTE 1: Material that appeared on the 1st Revised Sheet 552 is deleted in its entirety by this filing.

Continued

ACCESS SERVICE

8. Billing and Collection Services¹ (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.4 Customer Name and Locality (CNL) (Cont'd)

(T)

(A) Undertaking of the Utility (Cont'd)

(5) The Utility reserves the right to terminate the provision of services described in this Section 8.7.4 if, at the Utility's sole discretion, the Customer is failing to comply with the requirements set forth in this Section 8.7.4. The Customer will be notified of the Utility's decision to discontinue the provision of the services described in this Section 8.7.4. The Utility will require the immediate return of the tapes, paper or files to the Utility or the removal from the Customer's records of Utility provided CNL Information when services are discontinued.

(6) All CNL Service output files as described in this Section 8.7.4, including paper reproductions, etc., shall remain the sole property of the Utility.

(T)

(B) Liability of the Utility

Notwithstanding 2.1.3 preceding, in the absence of willful misconduct, no liability for damages to the Customer or other person or entity shall attach to the Utility for its action or the conduct of its employees in providing CNL Information.

(1) The Utility warrants that the information provided to the Customer is correct to the best of the Utility's knowledge at the time the information is provided. THE UTILITY MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO SUCH INFORMATION OR DATA EXCHANGE MEDIUM, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NOTE 1: Material that appeared on the 1st Revised Sheet 553 is deleted in its entirety by this filing.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.4 Customer Name and Locality (CNL) (Cont'd)

(T)

(B) Liability of the Utility (Cont'd)

- (2) The Customer shall indemnify and hold harmless the Utility against any loss, costs, claim or damage resulting from or in connection with the use of the output tapes or information provided by the Utility.

(C) Obligation of the Customer

- (1) At the time CNL service is ordered, the Customer will identify in writing the name or job function of all authorized individuals who shall contact the CNL Bureau for name and address information.
- (2) When the CNL is received, the Customer will use the CNL solely in connection with authorizing a call, investigating a call or handling a emergency situation.
- (3) The Customer will hold the information provided in strict confidence and take the necessary steps to prevent the transfer or disclosure of any CNL to any employee or agent of the Customer who does not have a need for the CNL in connection with job duties relating to account care and/or fraud control. The Customer will not copy any portion of the CNL except for the Customer's internal use as permitted under this tariff.
- (4) The Customer will not release, sell or otherwise provide the Utility provided CNL or output tapes to any parent, subsidiary affiliate, agent of the Customer, or to any third party, unless otherwise authorized in writing from the Utility.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.4 Customer Name and Locality (CNL) (Cont'd)

(T)

(C) Obligation of the Customer (Cont'd)

- (5) The Customer will not use CNL in connection with any marketing or related activity.
- (6) The Customer will, at the time of requesting CNL, provide the Utility with a written statement describing the safeguards and/or procedures that the Customer has in place to ensure compliance with this Section 8.7. The Utility reserves the right, on a reasonable notice, to audit the safeguards and/or procedures described in the Customer's written statement.
- (7) The Customer shall not publicize or represent to others that the Utility jointly participates with the Customer in the development of the Customer's end user account records, or other uses the Customer develops based on the Utility provided information.
- (8) The Customer shall be responsible for all contacts and inquiries from its end user concerning CNL.

Continued

Advice Letter No. 19501

Issued by

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Decision No.

A.E. Swan

Effective: **AUG 1 1998**

Executive Director

Resolution No.

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.5 Universal Line Level Maintenance (ULLM)

At the request of a certificated Carrier, the Utility will provide ULLM Information. ULLM provides a one-time extraction of certain information about all business accounts, from the Utility's Billing Information Records, for lines and trunks which presently can, or upon conversion will be capable of presubscription to an IEC. Non-published accounts are excluded from the information provided. (T)

(A) Undertaking of the Utility

(1) A standard format for requesting ULLM Information will be established by the Utility and provided to the Customer.

(2) At the option of the Customer, ULLM information will be provided for all business accounts within a requested Serving Wire Center or CLLI Code (Common Language Location Identification). A minimum request of 20 CLLI Codes is required.

(3) ULLM information includes the following:

- Carrier Identification Code (provided to PIC'd Customer only)
- Billing Telephone Number
- Customer Code
- Working Telephone Number
- Hunting Multiline
- Terminal Number
- Customer Type
- Line Indicator (Single or Multi)
- Account Name (Billing)
- Account Address (Billing address, city, state, zip code)
- Serving Wire Center Code (11 Digit CLLI)
- PIC Restriction (Yes/No)
- Jurisdictional Indicator

(N)
(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd) (T)

8.7.5 Universal Line Level Maintenance (ULLM) (Cont'd) (T)

(A) Undertaking of the Utility (Cont'd) (N)

- (4) Nonpublished and/or residential account information will not be provided.
- (5) The Utility's database containing ULLM information will be updated monthly and available for delivery on the first business day of the applicable month. Upon acceptance of the Customer Order, ULLM information will be extracted from the Utility database not more than 5 business days prior to delivery to the Customer. ULLM information will be provided on a file from the Utility's records and distributed to the Customer in CARE format.
- (6) The file will permit the Customer to receive all end user information that is authorized for the Customer's use on paper printout, magnetic, cartridge tape or via Data Transmission. The file output will contain end user information for the current billing period.
- (7) Once available, the Utility will send the paper printout, magnetic tape or cartridge to the Customer via U.S. Mail. At the option of the Customer, the Customer may pick up the paper printout, magnetic tape or cartridge at a location designated by the Utility or request the information be data transmitted to the Customer. When tape output is requested via U.S. Mail, the Utility will distribute ULLM Information via overnight delivery. When paper is selected, printouts will be available from the Utility within a period mutually agreed to by the Utility and the Customer. (N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.5 Universal Line Level Maintenance (ULLM) (Cont'd)

(A) Undertaking of the Utility (Cont'd)

(8) When ULLM files are data transmitted to a Customer location, program development charges to design, develop, test and maintain the necessary programs will apply as set forth in 8.7.8(E) and Data Transmission Charges will be determined on an individual case basis. The Data Transmission hardware and software specifications will be mutually agreed to by the Utility and Customer. (T)

(9) The Utility reserves the right to terminate the provision of services described in this Section 8.7.5 if, at the Utility's sole discretion, the Customer fails to comply with the requirements set forth in this Section 8.7.5. The Customer will be notified of the Utility's decision to discontinue the provision of the services described in this Section 8.7.5. The Utility will require the immediate return of the tapes, paper or files to the Utility or the removal of Utility provided ULLM from the Customer's records when services are discontinued.

(10) All ULLM output files as described in this Section 8.7.5, including magnetic or cartridge tapes, paper reproductions, etc., shall remain the sole property of the Utility.

Continued

Advice Letter No. 19005

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Executive Director

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Resolution No.

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

(T)

8.7.5 Universal Line Level Maintenance (ULLM) (Cont'd)

(T)

(B) Liability of the Utility

(T)

(D)

(D)

Notwithstanding 2.1.3 preceding, in the absence of willful misconduct, no liability for damages to the Customer or other person or entity will attach to the Utility for its action or the conduct of its employees in providing ULLM Service.

(N)

(N)

(1) The Utility warrants that the information provided to the Customer is correct to the best of the Utility's knowledge at the time the information is provided. THE UTILITY MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO SUCH INFORMATION OR DATA EXCHANGE MEDIUM, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(T)(L)

(T)(L)

(2) The Customer will indemnify and hold harmless the Utility against any loss, costs, claim or damage resulting from or in connection with the use of the output tapes or information provided by the Utility.

(N)

(N)

Material omitted now on Sheets 547 and 552.
(L) Formerly on Sheet 553-C.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd) (T)

8.7.5 Universal Line Level Maintenance (ULLM) (Cont'd) (T)

(C) Obligations of the Customer (T)

(D)

(D)

(1) The Customer will order the ULLM service a minimum of 30 days before the requested delivery date using a customer order. When ULLM is received the Customer will use the ULLM information solely in connection with the provision of Customer interexchange telecommunications service and database reconciliation. (N)

(2) The Customer will hold the information provided in strict confidence and take the necessary steps to prevent the transfer or disclosure of any ULLM to any employee or agent of the Customer who does not have a need for the ULLM in connection with job duties relating to account care and/or fraud control. The Customer will not copy any portion of the ULLM except for the Customer's internal use as permitted under this tariff. (N)

(3) The Customer will not release, sell or otherwise provide the Utility provided ULLM or output tapes to any parent, subsidiary, affiliate, agent of the Customer, or to any third party, unless otherwise authorized in writing from the Utility. (T)(L)

(4) The Customer will not use the information provided in connection with the production of telephone directories, or the provision of Directory Assistance Service or Operator Services. (T)(L)

Material omitted now on Sheet 547.
(L) Formerly on Sheet 556-A.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd) (T)

8.7.5 Universal Line Level Maintenance (ULLM) (Cont'd) (T)

(C) Obligations of the Customer (Cont'd) (T)

- (5) The Customer will, at the time of requesting ULLM, provide the Utility with a written statement describing the safeguards and/or procedures that the Customer has in place to ensure compliance with this Section 8.7. The Utility reserves the right, on a reasonable notice, to audit the safeguards and/or procedures described in the Customer's written statement. (N)
- (6) The Customer shall not publicize or represent to others that the Utility jointly participates with the Customer in the development of the Customer's end user account records, or other uses the Customer develops based on the Utility provided information.
- (7) The Customer shall be responsible for all contacts and inquiries from its end user concerning ULLM. (N)

Material omitted now on Sheets 548 and 548-A.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.6 Reserved

(T)

(D)

(D)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.6 Reserved

(T)

(D)

(D)

Continued

Advice Letter No. 21296

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General Manager

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.6 Reserved

(T)

(D)

(D)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.6 Reserved

(T)

(D)

(D)

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.7 Ordering Provisions

(T) (L)

- (A) The Customer will order End User Account Information products using a Customer Order.
- (B) The Utility will determine the commencement date for billing services based upon the receipt of the signed Customer Order and payment of the applicable charges.
- (C) The Customer may cancel a Customer Order for End User Account Information on any date prior to the in-service date. The cancellation date is the date the Utility receives written or verbal notice from the Customer that the Customer Order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. When a Customer cancels a Customer Order within 10 days of the date of the Customer Order, the Utility will refund half the set up charges, if applicable. When a Customer cancels a Customer order 10 or more days after the date of the Customer Order, the Utility will not refund any portion of the charges. by the Utility to implement the requested change.
- (D) Customer requested changes to a pending Customer Order will be undertaken if they can be accommodated by the Utility. The Utility will advise the Customer if the requested changes will impact the scheduled in-service date. The Customer is responsible for any costs incurred by the Utility to implement the requested change.

(L)

(L) Formerly on Sheet 555-C.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.8 Rate Regulations

- (A) A BNA Found charge as set forth in 8.7.9(A) (1) following will apply to each Customer provided originating telephone number matched to a BNA.
- (B) A BNA Not Found charge as set forth in 8.7.9(A) (2) will apply to each Customer provided originating telephone number not matched to a BNA.
- (C) A Magnetic Tape charge as set forth in 8.7.9(A) (4) will apply to each magnetic tape containing BNA information sent to the Customer.
- (D) A CNL Interrogation charge as set forth in 8.7.9(B) (1) will apply to each listing requested by the Customer.
- (E) A ULLM Service charge as set forth in 8.7.9(C) (1) will apply to each line or trunk identified by the Utility.

(T)
(D)
(D)
(T)

Continued

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Executive Director

Resolution No.

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.8 Rate Regulations (Cont'd)

(G) A Magnetic Tape charge as set forth in 8.7.9(C)(2) will apply to each magnetic tape containing ULLM information sent to the Customer.

(H) Basic and premium rates per hour and the Central Processing Unit time as set forth in 8.7.9(E) and (F) will apply to each hour of Utility time expended to meet the Customer's specific request for work performed on an individual case basis. The Customer will be billed based on records maintained by the Utility.

(D)

(D)

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.9 Rates and Charges

	<u>Non-Recurring Charges</u>
(A) Billing Name and Address (BNA) Service	
(1) per BNA Found	\$ 0.09
(2) per BNA Not Found	0.05
(3) per Magnetic Tape	47.29
(B) CNL Information Service	
(1) CNL Interrogation, per listing requested	0.47
(C) Universal Line Level Maintenance (ULLM) Service)	
(1) per line or trunk identified	0.057
(2) per Magnetic Tape	47.29
(D) Reserved	

(T)
(D)
|
(D)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.7 End User Account Information (Cont'd)

8.7.9 Rates and Charges (Cont'd)

	<u>Non-Recurring Charges</u>
(E) Development Charges	
(1) Basic, per hour or fraction thereof (applicable to work performed within the Utility's normal work schedule and using the normal work force)	\$ 75.66 (R)
(2) Premium, per hour or fraction thereof (applicable to work performed outside the Utility's normal work schedule and/or requires additions to the work force.	94.58 (R)
(F) Central Processing Unit per hour or fraction thereof	472.90 (R)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.1 General Description

The Utility will provide Account Ready Billing and Collection Services for providers of Message Telecommunications Service (MTS) calls, information services as defined in Section 8.4 except for 900 information services, and telecommunications related services and/or telecommunications related equipment.

Account Ready Billing is a bill rendering process in which the Customer will calculate end user charges, including taxes and surcharges, provide billing detail data, package the invoice and provide post billing adjustments and text messages to the Utility for inclusion in the Utility's monthly bill.

Billing and Collection Services offered in this section are comprised of the following:

- (A) Invoice Rendering: the guiding of a complete Customer invoice to a valid end user account in accordance with the Utility's own procedures for handling Utility charges, the mailing of statements to the Customer's end users, updating of the balance due, receipt of payments, treatment and collection activity and maintenance of end users' billing information.
- (B) Support Services: the assistance to the Customer in the investigation of an end user query or dispute, issuance of an end user adjustment, and other support activities as requested by the Customer.

The Utility will provide End User Account Information to the Customer only as set forth in Section 8.7 preceding.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8. Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.2 Undertaking of the Utility

- (A) Billing and Collection for Account Ready invoices will be ordered under a Customer Order by an authorized representative of the Customer. The Utility will provide the services set forth in (B) through (Z) at rates and charges described in 8.8.9. following.
- (B) The Utility will provide Invoice Rendering to end users within its operating territory who subscribe to the Utility's local telephone service.
- (C) The Utility will establish and maintain Customer end user accounts, update existing accounts, render bills, collect payments, and treat accounts in accordance with the Utility's own procedures for handling Utility bills and all relevant Commission requirements. The Utility will not establish an end user account with a balance due the Customer.
- (D) The Utility will not bill invoices that contain transactions that are inaccurate or misleading or in any way inconsistent with the services requested by and provided to the end user.
- (E) The Utility will not bill Customer invoices containing messages where the associated service was furnished more than 90 days preceding the date of the end user's bill, except as follows:
- collect calls
 - calling card calls
 - third party calls, or
 - where an end user has selected a preferential bill date

For the above items, the Utility will bill Customer messages where the associated service was furnished not more than 150 days preceding the date of the end user's bill.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.2 Undertaking of the Utility (Cont'd)

- (F) The Utility will reject an invoice if any transaction within the invoice is too old to process.
- (G) The Utility will not bill invoices to an user account for more than 45 days after the disconnect date of the end user account. All such Invoices will be returned to the Customer in a mutually agreed upon format.
- (H) The Utility will reject an invoice if it contains transaction dates that extend into more than one billing account.
- (I) The Utility will reject an invoice if the billing telephone number is not valid within the Utility's territory, is associated with a competitive local exchange carrier, or is considered to be a foreign exchange.
- (J) The Utility will reject an invoice if any transaction within the invoice is dated after the disconnect date of the Utility's end user billing account.
- (K) If the invoice group contains a calling card message that is not within 14 days of the end user initiated disconnect date of the billing account, the entire invoice group shall be returned to the customer.
- (L) The Utility will not bill alternately billed calls (collect calls, calling card calls, or third party calls) to the originating telephone number unless the Customer has attempted, either through the Utility or another entity to bill the alternately billed end user account.

(N)

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

8.8.2 Undertaking of the Utility (Cont'd)

- (M) Except for messages and/or transactions associated with fraud, the Utility will bill previously billed Customer messages and/or transactions to a different end user account if an investigation by the Customer or the Utility determines that the messages and/or transactions were billed to the incorrect end user and provided the associated service was furnished within the timeframes set forth in (E) and (G) preceding. Messages involving toll fraud may be billed up to one year from the date of the transaction using the Exchange Carrier Memorandum but the purchase of such receivables by the Utility will be on terms and conditions separately established by the Utility.
- (N) The Utility will reject an entire invoice if any part of the invoice is in error and will identify for the Customer, in an agreed upon format, the errors that caused the invoice to reject.
- (O) The Utility will accept Customer gift certificates or other payment coupons for payment from end users if the Customer agrees in writing to redeem all such certificates/coupons and the format of the certificate/coupon is consistent with the Utility's format requirements which are available upon request from the Utility. Customer certificates/coupons will be applied to the single balance due the Utility.
- (P) The Utility collects payments from end users based on the single balance due the Utility for all charges on the end user bill. The Utility will apply partial payments according to its methods and procedures. The Utility will provide treatment services which include the forwarding of notices of delinquent or unpaid accounts and negotiating of credits adjustments and will pursue collection of monies related to Utility billed Customer charges based on the Utility's established methods and procedures.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.2 Undertaking of the Utility (Cont'd)

(P) Cont'd

The Utility may deny basic telephone service for an end user's failure to pay Customer charges billed under this Section 8.8 to the extent the law, regulation, ruling or direction of any governmental authority with appropriate jurisdiction has deemed such charges to be deniable.

(Q) The Utility may require an end user deposit in accordance with Rule 7 of Schedule CAL.P.U.C. No. A2.1.7.

(R) As a function of its collection activities, the Utility will charge the Customer a percentage of total fees paid by the Utility to outside collection agencies in a given month. This percentage will be the ratio of total Customer charges recovered after-write-off to the total charges recovered after write-off.

(S) The Utility will not perform any pre-billing investigation of any transaction in the Customer invoices.

(T) The Utility will direct all end user questions regarding charges appearing on the Customer's bill page for non-inquiry customers to the Customer's toll-free number.

(U) In the event the Customer fails to satisfy the end user and the end user appeals to the Utility to resolve the dispute, the Utility may issue an adjustment to the end user for the full amount, advise the end user that the customer may pursue collection activities for that amount, recourse the amount of the adjustment to the Customer, and charge the Customer for processing an adjustment at the rate set forth in 8.8.9 (B) (4).

(V) When the Utility is notified by the Customer of a pending end user claim, the Utility will not pursue collection activity against that end user account.

(N)

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.2 Undertaking of the Utility (Cont'd)

(X) The Utility will provide support services to the Customer through the Inter-Company Point of Contact (IPOC) group as described in Section 8.3.2 (V) preceding.

(W) The Utility will recourse to the Customer all charges described below:

(1) For those unpaid charges for which the Utility cannot deny service by law, regulation, ruling, or direction of any governmental authority with appropriate jurisdiction;

(2) For those instances where an end user pending claim is not resolved by the Customer within 30 days of the end user's claim date.

(Y) At the Customer's request, the Utility will assess the feasibility of developing a specific application to meet a particular requirement. If determined to be feasible, the applicable non-recurring charges as set forth in 8.8.9 (C) following will apply on a individual case basis.

(Z) The Utility will have the right to discontinue billing services under the conditions set forth in 8.3.2 (X).

8.8.3 Purchase of Accounts Receivable

The Utility will purchase the accounts receivable for Customer's Account Ready billings consistent with the terms and conditions set forth in 8.3.3 preceding.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.4 Liability of the Utility (Cont'd)

Notwithstanding 2.1.3 preceding, the Utility's liability for Account Ready Billing and Collection Services is limited to the following:

- (A) If Customer billing data has been lost, damaged or destroyed as a result of the Utility's processing, the Utility shall attempt to recover the data. In the event the data cannot be recovered by the Utility, the Customer will retransmit the data to the Utility within 12 hours of request by the Utility. The Customer shall maintain the transmission data records for a period of 90 days from the date of the original transmission.
- (B) If the Utility is responsible for the loss or damage of Customer data, as a result of failure due to acts or omissions of the mutually agreed upon procedures and service responsibilities, and the Customer retransmits the data as set forth in (A) preceding and as a result the messages become too old to bill, based on the age edits as described in 8.8.2(E) preceding, the Utility will reimburse the Customer for the value of the messages that are rejected by the Utility.
- (C) If the Utility is responsible for the loss or damage of Customer data as a result of failure due to acts or omissions of agreed upon procedures and service responsibilities, and the Utility notifies the Customer within 90 days of the original transmission date, and the Customer is unable to retransmit the data as described in (A) preceding, the Customer will reimburse the Utility for the value of any messages previously purchased by the Utility.
- (D) If the Utility is responsible for the loss or damage of Customer data as a result of failure due to acts or omissions of agreed upon procedures and service responsibilities, and the Utility does not notify the Customer within 90 days of the original transmission date, the Utility will be liable for the loss.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.4 Liability of the Utility (Cont'd)

- (E) In the absence of willful misconduct, no liability for damages to the Customer or other person or entity except as set forth in (A) through (D) preceding will attach to the Utility for its actions or the conduct of its employees in providing billing services to the Customer.
- (F) The Utility will be indemnified and held harmless by the Customer against any claim, loss, damage (including reasonable costs, expenses and attorney's fees) arising from the Customer's use of the services provided under this Section 8.8 except for claims relating to or arising out of the Utility's willful misconduct or the failure of the Utility to comply with the terms of Section 8.8.

8.8.5 Obligations of the Customer

- (A) The Customer will be responsible for collection of all end user balances which existed prior to the Utility's commencement of Billing and Collection Service under this Section 8.8.
- (B) All transactions submitted by the Customer for billing will be accurate and consistent with the service requested by and provided to the end user including the telephone number actually dialed by the end user.
- (C) The Customer will not submit any 900 messages for billing through the Account Ready billing system. All other information services billed through the Account Ready billing system will comply with the Utility's Billing Guidelines for Information Service Calls which is available upon request.
- (D) The Customer will submit invoices for billing on its behalf which conform to the limitations set forth in 8.8.2 (D) through (M) preceding.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.5 Obligations of the Customer (Cont'd)

- (E) The Customer will be responsible for the delivery of billing media to the location and at the time intervals specified by the Utility. The Customer will retain a copy of all billing media furnished for at least 90 days following delivery to the Utility. Upon request from the Utility, the Customer will resupply the billing media within 12 hours of the Utility's request.
- (F) The Customer is responsible for the calculation of all taxes and surcharges associated with charges to end users within an invoice. Any communications from a Customer's end user relating to taxes or surcharges will be the responsibility of the Customer. All determinations as to the removal, addition, or adjustment of taxes billed to a Customer's end user will be the responsibility of the Customer.
- (G) The Customer will remit all taxes and surcharges to the proper authorities.
- (H) The Customer will submit complete invoices for the current billing period to the Utility between 3 and 5 days prior to the bill round.
- (I) The Customer will perform its own inquiry service and furnish to the Utility the location where end user inquiries are to be referred. The Customer will include a toll-free customer service number on the top of Customer's end user bill page. Any request by the Customer for the Utility to perform inquiry service, will be handled according to 8.8.2(Y) preceding.
- (J) The Customer will forward authorized adjustments of Utility billed Customer charges to the Utility in a mutually agreed upon format within 7 days of the issuance of the adjustment.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.5 Obligations of the Customer

- (K) The Customer will not issue adjustments, in any form including but not limited to checks, vouchers, cash, or gift certificates, directly to end users in order to adjust charges billed through the Utility. Customer adjustments must be sent to the Utility in the standard format.
- (L) The Customer will notify the Utility of all pending claims within 2 business days of the end user's initial request. The term "pending claim" used herein denotes a request for an adjustment by an end user that is being investigated by the Customer.
- (M) The Customer will immediately redeem all customer gift certificates/coupons the Utility receives in payment for any end user charges. The Customer will use gift certificates/coupons that are consistent with the Utility's format from the Utility. Customer gift certificates/coupons will be applied to the single balance due the Utility. The Customer will reimburse the Utility for all expense incurred as a result of the Utility attempting to process non-conforming gift certificates/coupons.

8.8.6 Ordering Provisions

- (A) The Customer will order Account Ready Billing and Collection Services for a minimum of one year using an Implementation Order Form. If the service is canceled or discontinued within the initial 12 month period, a monthly charge will be applied to the remaining portion of the minimum period based upon the average monthly charge for the time period for which the service was provided.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.6 Ordering Provisions (Cont'd)

- (B) The Utility will determine the commencement date for billing services upon receipt of the signed Implementation Order, payment of the applicable deposits and non-recurring charges, as set forth in 8.8.8(C) following, which will be determined on an individual case basis.
- (C) A Customer may cancel an Implementation Order on any date prior to the in-service date. The cancellation date is the date the Utility receives written notice from the Customer that the Implementation Order is to be canceled. If the Customer cancels the Implementation Order for which the Utility has begun work, the Customer shall compensate the Utility based on a percentage of the quoted time and costs charges equal to the percentage of total work completed, plus any reasonable charges for work required to restore the system to its previous state, prior to the initiation of the project.
- (D) Customer requested changes to a pending Implementation Order will be undertaken if they can be accommodated by the Utility. The Utility will advise the Customer if the requested changes will impact the scheduled in-service date. The Customer is responsible for any costs incurred by the Utility to implement the requested changes.
- (E) The Customer will provide the Utility 90 days written notice if it requests to discontinue current billing services.

8.8.7 Audit Provisions

Account Ready Billing Services provided by the Utility is auditable by the Customer and the Utility as set forth in 8.1.6 preceding.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.8 Rate Regulations

- (A) Account Ready invoices will be charged based on the number of first pages and the number of subsequent pages rendered in an invoice to an end user account as set forth in 8.8.9 (A) following. A page is the equivalent of 66 lines of print at the Utility's standard font size, including blank lines.
- (B) Support Charges as set forth in 8.8.9 (B) following will apply to the following activities performed by the IPOC:
- (1) Equipment Checks: A charge will apply when the Customer requests an Equipment Check on an end user line and no Utility failure is found.
 - (2) Bill Copies: A charge will apply for a copy of each page of an end user bill requested by the Customer.
 - (3) Customer Requested Adjustments: A charge will apply for each Adjustment Session during which the IPOC issues adjustments at the Customer's request. The term "Adjustment Session" in this Section 8.8 refers to all adjustments on a specific end user account issued at the same time by the same IPOC representative.
 - (4) Recourse Adjustments: A charge will apply for each Adjustment Session during which the IPOC issues recourse adjustments when the Customer cannot resolve end user complaints.
 - (5) Miscellaneous Services: A charge will apply for an special projects the IPOC undertakes for the Customer. The IPOC will advise the Customer when these charges apply. If the work is performed outside normal work hours, the charge will be one and one-half times the hourly rate as set forth in 8.8.9 (B) (5) following or as otherwise negotiated between the Utility and the Customer on an individual case basis.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

(N)

8.8.8 Rate Regulations (Cont'd)

(C) A Non-recurring charge as set forth in 8.8.9 (C) will apply to the total time expended to initially establish each Customer on the Account Ready billing platform or to meet the Customer's specific request for additional work performed on an individual case basis. The Customer will be billed based on records maintained by the Utility.

(D) Central Processing Unit time as set forth in 8.8.9 (D) will apply to each hour of Utility time expended to initially establish a Customer on the Account Ready Billing platform or to meet the Customer's specific request for additional work performed on an individual case basis. The Customer will be billed based on records maintained by the Utility.

(N)

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

8.8.9 Rates and Charges

	<u>Rates</u>
(A) Invoice Rendering Charge per end user bill rendered each billing cycle; based on monthly volumes	
(1) First page* Rate	
Under 300,000 bills	\$0.57
300,000 - 600,000	0.55
600,001 - 1,200,000	0.53
1,200,001 - 2,500,000	0.52
2,500,001 - 5,000,000	0.51
5,000,001 - 6,500,000	0.50
6,500,001 +	0.48
(2) Subsequent Page* Rate	
Under 300,000 bills	0.15
300,000 - 1,200,000	0.15
1,200,001 - 6,500,000	0.13
6,500,001 +	0.13
(B) Support Charges	
(1) Equipment Checks, applicable when no Utility failure found, per check basis	
0 - 10	0.00
11 - 20	141.87 (R)
21 +	184.43
(2) Bill Copies, per page	2.36
(3) Customer Requested Adjustments per session	3.78
(4) Recourse Adjustments per adjustment session	8.51
(5) Miscellaneous Services per hour, excludes costs of materials	42.56 (R)

* Page: 66 bill print lines

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

8.8 Account Ready Billing and Collection Services (Cont'd)

8.8.9 Rates and Charges

	<u>Rates</u>
(C) Non-recurring Charges per hour or fraction thereof	\$113.49 (R)
(D) Central Processing Unit per hour or fraction thereof	472.90 (R)

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

(D)

(D)

Material omitted now on Sheets 516 and 517.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

(D)
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(D)

Material omitted now on Sheet 517.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

(D)
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(D)

Material omitted now on Sheet 521.

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 518, 521, 523 and 524.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 522 and 523.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 525 and 526.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheet 525.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

(D)

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Material omitted now on Sheet 527.

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Withdrawn

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 527 and 528.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

(D)

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Material omitted now on Sheet 527.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheet 491.

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Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheet 491-A.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

(D)

(D)

Material omitted now on Sheet 503.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 492, 493 and 506.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheet 506.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

(D)

(D)

Material omitted now on Sheets 492, 500 and 503.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 494-A and 504.

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 494-A, 495, 504 and 505.

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheet 505.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheet 499.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheet 497, 500, 501, 502 and 506.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 500 and 501.

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 501, 501-A and 506.

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 507 and 509.

Continued

ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheet 508.

Continued

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheet 510.

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheets 510, 510-A and 511.

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ACCESS SERVICE

8. Billing and Collection Services (Cont'd)

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Material omitted now on Sheet 510.

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