

FLORIDA PUBLIC SERVICE COMMISSION  
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Tallahassee, Florida 32399-0850

MEMORANDUM

December 23, 1997

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DEC 23 1997

11:10  
FPSC - Records/Reporting

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF COMMUNICATIONS (MUSSELWHITE) *EM*  
DIVISION OF LEGAL SERVICES (PELLEGRINI) *187*

RE: DOCKET NO. ~~971496-TL~~ - REQUEST FOR APPROVAL OF TARIFF FILING TO ADD VALID BILLING DISPUTE LANGUAGE AND ACCESS SERVICES BILLING LANGUAGE AND RATES BY ALLTEL FLORIDA, INC. (T-97-1322 FILED 11/7/97)

AGENDA: JANUARY 6, 1998 - REGULAR AGENDA - TARIFF FILING - INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: 30-DAY SUSPENSION DATE: WAIVED BY THE COMPANY

SPECIAL INSTRUCTIONS: S:\PSC\CMU\WP\971496TL.RCM

CASE BACKGROUND

On November 7, 1997 ALLTEL Florida Inc. (ALLTEL or the Company) filed a tariff to add Valid Billing Dispute language and Access Services Billing language and rates.

DISCUSSION OF ISSUES

ISSUE 1: Should ALLTEL's proposed tariff filing to add Valid Billing Dispute language and Access Services Billing language and rates be approved?

RECOMMENDATION: Yes. The proposed tariff filing to add Valid Billing Dispute language and Access Services Billing language and rates should be approved, with an effective date of January 6, 1998. (Musselwhite)

STAFF ANALYSIS: Through its tariff filing, attached hereto as Attachment A, ALLTEL seeks approval to add Valid Billing Dispute language and Access Services Billing language and rates in the Company's Access Services Tariff.

DOCUMENT NUMBER-DATE

13146 DEC 23 97

FPSC-RECORDS/REPORTING

Valid Billing Dispute Language

The Valid Billing Dispute language proposed by ALLTEL requires Interexchange Carriers (IXCs) to provide written documentation that specifically lists the total dollar amount of the dispute, the specific rate elements being disputed and their dollar amounts. In addition, the dispute must be received in writing within 30 days after the due date of the bill and one of the following reasons must be given for the dispute to be considered valid:

- 1) Incorrect rate
- 2) Error in quantity (i.e., minutes or quantity of circuits incorrect)
- 3) Service no longer exists
- 4) Invalid factors
- 5) Incorrect customer being billed
- 6) Invalid Purchase Order Number (PON)
- 7) Backbilling

Further, refusal to pay an entire bill or any portion thereof, without written supporting documentation, will not be considered a valid dispute and will be handled as a non-payment in accordance with the non-payment terms found in ALLTEL's Access Services Tariff.

ALLTEL stated that the Valid Billing Dispute language is necessary because it will give the Company a way to narrow down billing disputes with IXCs, and expedite resolution of disputed bills. ALLTEL stated that it has been experiencing problems with some IXCs waiting for the Company to assess a late-payment charge before disputing their bill. Once the late-payment charge is assessed, the IXC states that the bill is in dispute, and, therefore, is not subject to the late-payment charge. ALLTEL believes that the Valid Billing Dispute language will require IXCs to timely respond to bill disputes, rather than generally disputing the entire bill several months later. Staff believes that ALLTEL's Valid Billing Dispute language is reasonable and will improve the efficiency of resolving billing disputes between ALLTEL and its IXC access customers.

Access Services Billing Language and Rates

The Access Services Billing language proposal allows ALLTEL's access customers to choose the primary billing medium in which its official access service bills and customer service records are to be provided. The primary billing medium is provided at no charge to the customer and serves as the customer's official

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DATE: DECEMBER 23, 1997

bill. The customer may select one of the following billing formats: standard paper, magnetic tape, or data transmission. If the customer fails to make a selection, submitted in writing to ALLTEL, the official copy of the customer's access service bills and customer service records will be provided in the standard paper format. In addition, the Company will accept a request by a customer to change from one form of primary billing to another at no charge to the customer. When magnetic tape or data transmission is requested as the primary monthly bill, ALLTEL will provide the customer with an abbreviated bill in paper format. The abbreviated bill will contain the following sections: All Pages (which is a summary page of all charges), Balance Due, Meet Point Billing Cross Reference, Detail of Payments Applied, Detail of Balance Due, Detail of Late Payment Charges, and Other Charges and Credits.

In addition to the primary monthly bill, a customer may make a request in writing to ALLTEL to be provided secondary and additional bills. A secondary bill, in addition to a customer's primary bill, will be provided on a monthly basis. Table 1 shows the billing mediums and corresponding monthly rates for Secondary Bills.

Table 1 - Secondary Bill

Billing Medium	Monthly Rate
Standard Paper (per page)	\$0.03
Magnetic Tape (per tape)	\$39.50
Data Transmission (per monthly transmission)	\$20.25

Additional copies of a customer's previous monthly access service bills may also be requested from ALLTEL. Requests for additional copies of previous monthly bills must be submitted in writing to ALLTEL and must specify the bill dates requested. Such a request, when not the result of ALLTEL's error, will be subject to the charges found below in Table 2.

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Table 2 - Additional Copies

Billing Medium	Non Recurring Charge
Standard Paper (per page)	\$0.06
Magnetic Tape (per tape)	\$48.00
Data Transmission (per monthly transmission)	\$28.00

ALLTEL has projected that the annual revenue impact for secondary and additional bills will be a net increase of \$2,390.00. Staff has reviewed the revenue impact study by ALLTEL, and we find the estimates to be reasonable. Therefore, staff recommends that the Commission approve ALLTEL's tariff filing to add Valid Billing Dispute language and Access Services Billing language and rates.

**ISSUE 2:** Should this docket be closed?

**RECOMMENDATION:** Yes. If the Commission approves staff's recommendation in Issue 1, this tariff should become effective on January 6, 1998. If a protest is filed within 21 days from the issuance date of the Order, the tariff should remain in effect pending resolution of the protest. If no timely protest is filed, this docket should be closed. (Pellegrini)

**STAFF ANALYSIS:** If the Commission approves staff's recommendation in Issue 1, this tariff should become effective on January 6, 1998. If a protest is filed within 21 days from the issuance date of the Order, the tariff should remain in effect pending resolution of the protest. If no timely protest is filed, this docket should be closed.

ISSUED: November 5, 1997

EFFECTIVE:

BY: President

General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C) Payment Dates and Late Payment Penalties (Cont'd)

(2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Telephone Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

- (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
- (b) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

(D) Valid Billing Dispute

A valid billing dispute, applicable only to Interexchange Carriers, consists of written documentation specifically listing the total dollar amount of the dispute, specific rate elements being disputed and their dollar amounts. The dispute must be received in writing within 30 days after the due date of the bill. At least one of the seven following reasons must be given for the dispute to be considered valid.

- 1. Incorrect rate
- 2. Error in quantity (i.e., minutes or quantity of circuits incorrect.)
- 3. Service no longer exists.
- 4. Invalid factors
- 5. Incorrect customer being billed.
- 6. Invalid Purchase Order Number (PON)
- 7. Backbilling

ALLTEL Florida, Inc.

Section 2  
Original Page 35.1

ISSUED: November 5, 1997

EFFECTIVE:

BY: President

General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(D) Valid Billing Disputes (Cont'd)

Refusal to pay an entire bill or any portion thereof without written supporting documentation, will not be considered a valid dispute and will be handled as a non payment in accordance with Section 2.4.1(C) above.

(N)

(N)

(E) Billing Disputes Received in Favor of the Telephone Company

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (C)(2) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

(T) (M)

(M)

(M) Information found on this page previously found on page 35.

ISSUED: November 5, 1997

EFFECTIVE:

BY: President

## General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(F) Billing Disputes Resolved in Favor of the Customer (T)

If the customer pays the total billed amount and disputes all or part of the amount, the Telephone Company will refund the overpayment. In addition, the Telephone Company will pay to the customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Telephone Company actually refunds the overpayment to the customer. The penalty interest rate shall be the lesser of:

- (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (2) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

(G) Proration of Charges (T)

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the customer such detailed information as may reasonably be required for verification of any bill.

ALLTEL Florida, Inc.

Section 2  
1st Revised Page 37  
Canceling Original Page 37

ISSUED: November 5, 1997

EFFECTIVE:

BY: President

General Regulations

1.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(H) Rounding of Charges

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

(T)

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those usage rated services set forth in Section 6. (Switched Access Service) and 9. (Directory Assistance Service) and those services set forth in 6.1.3 (Switched Access High Capacity DS3 Entrance Facility and High Capacity DS3 Direct Trunked Transport), 7.2.4, (Part-time Video and Program Audio), and 7.2.8 (High Capacity DS1 and DS3 Service), or as otherwise specified.

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in Section 12. following, is one month unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, except for (W) monthly service and DS1 and DS3 Optional Payment Plans as provided for in Sec. 5.5.1 and 7.2.8 following, the applicable charge will be the lesser of (1) the Telephone Company's total non-recoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.



ALLTEL Florida, Inc.

Attachment A (5 of 8)

Section 13

2nd Revised Contents Page :  
Canceling 1st Revised Contents Page :

ISSUED: November 5, 1957

EFFECTIVE:

BY: President

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ISSUED: November 5, 1997

EFFECTIVE:

BY: President

**Additional Engineering, Additional Labor and Miscellaneous Services****12.12 Coin Supervision Additive Service**

The Telephone Company will provide Coin Supervision Additive Service to Payphone Service Providers (PSPs) who order local exchange service lines for the provision of pay telephone service and where the pay telephone equipment connected to the local exchange service lines requires central office coin supervision liability. The local exchange services are obtained from and subject to the terms and conditions under the Telephone Company's general and/or local tariffs.

Coin Supervision Additive Service provides the capability of central office line equipment to pass signals and/or tones from an exchange service line to a trunk terminating at the PSP's operator service provider. These signals enable an operator service provider to recognize coin deposits and return coins to the pay telephone user. Coin Supervision Additive Service also permits a suitably equipped operator service provider to automatically ring back the originating exchange line upon completion of a call.

**13.13 Access Services Billing****Billing Mediums**

The customer shall select the primary medium in which its official access service bills and customer service records are to be provided. This selection shall be on an account level basis, and shall be submitted in writing to the Telephone Company.

**(A) Primary Bill**

At no charge to the customer, the customer shall select as the primary billing medium one of the following billing formats: standard paper, magnetic tape, or data transmission. The primary billing medium shall serve as the customer's official bill. Should the customer fail to make a selection, the official copy of the customer's access service bills and customer service records will be provided in the standard paper format.

Upon acceptance by the Telephone Company of an order for electronic data transfer, the Telephone Company will determine the period of time to implement the transmission of such material on an individual order basis.

When magnetic tape or data transmission is requested as the primary monthly bill, the customer must sign a Document of Understanding.

When magnetic tape or data transmission is requested as the primary monthly bill, the customer will receive an abbreviated bill in paper format. The abbreviated bill will contain the following sections: All Page, Balance Due, Meet Point Billing Cross Reference, Detail of Payments Applied, Detail of Balance Due, Detail of Late Payment Charges, and Other Charges and Credits.

ALLTEL Florida, Inc.

Section 13  
Original Page 26

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BY: President

**Additional Engineering, Additional Labor and Miscellaneous Services****13.13 Access Services Billing (Cont'd)**

(M)

The Telephone Company will accept a request for change from one form of primary billing medium to another at no charge to the customer.

**(B) Secondary/Additional Bills**

At the customer's written request, a secondary bill, in addition to the customer's primary bill will be provided on a monthly basis. The customer may choose as the medium for the secondary bill one of the following formats: standard paper, magnetic tape, or data transmission. Charges for the provision of a secondary bill are set forth in 17.4.4 following.

Additional copies of a customer's previous monthly access service bills will be provided in paper format, or magnetic tape/data transmission if the original bill was generated in this format. Requests for additional copies of previous monthly bills must be submitted in writing and shall specify the bill dates requested. Such a request, when not the result of a Telephone Company error will be subject to charges as set forth in 17.4.4 following. Unless specified otherwise, additional copies of the customer's access service bills and/or magnetic tapes will be sent via U.S. Mail service.

(M)

**13.14 Rates**

(T) (M)

See Section 17.4.2 for Additional Engineering rates, Section 17.4.3 for Additional Labor rates and Section 17.4.4 for Miscellaneous Services rates.

(M)

(M) Information found on this page previously found on page 25.

ACCESS SERVICES TARIFF  
Attachment A (8 of 8)

ALLTEL Florida, Inc.

Section 17  
1st Revised Page 25  
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ISSUED: November 5, 1997

EFFECTIVE:

BY: President

Rates and Charges

17.4 Other Services (Cont'd)

17.4.4 Miscellaneous Services (Cont'd)

(K) Blocking Service\*

Nonrecurring  
Charge

- Per exchange service line.  
or trunk and/or per Feature  
Group A Switched Access Line

(L) Billing Name and Address Service

- Per BNA Record \$0.20

(M) Access Services Billing

Regulations concerning Access Services Billing are set forth in 13.13 preceding.

(1) Secondary Bill

Monthly  
Rate

Standard Paper(per page)	\$0.03
Magnetic Tape(per tape)	\$39.50
Data Transmission(per transmission)	\$20.25

(2) Additional Copies

Non Recurring  
Charge

Standard Paper(per page)	\$0.06
Magnetic Tape(per tape)	\$48.00
Data Transmission(per transmission)	\$28.00

(N)

(N)

\* Blocking access to 900 Service is offered to all subscribers at no charge at the time telephone service is established at a new number and for 60 days thereafter.