



**Florida
Power**
CORPORATION

JAMES A. MCGEE
SENIOR COUNSEL

March 15, 1999

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

990334-EI

Dear Ms. Bayó:

Enclosed for filing are an original and fifteen copies of Florida Power Corporation's Petition for approval of revised Paragraph 10.03, Medically Essential Service, in its tariff Rules and Regulations and related Customer Authorization & Release standard form.

Please acknowledge your receipt of the above filing on the enclosed copy of this letter and return to the undersigned. Also enclosed is a 3.5 inch diskette containing the above-referenced document in WordPerfect format. Thank you for your assistance in this matter.

Very truly yours,

James A. McGee

JAM/kma
Enclosure

cc: David Ging (via fax)

DOCUMENT NUMBER - DATE

03207 MAR 16 8
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Florida Power Corporation for approval of revised Paragraph 10.03, Medically Essential Service, in its tariff Rules and Regulations and related Customer Authorization & Release standard form.

Docket No. _____

Submitted for filing:
March 16, 1999

PETITION

Florida Power Corporation (Florida Power or the Company) hereby petitions the Florida Public Service Commission (the Commission) for approval of (1) revised Paragraph 10.03, entitled Medically Essential Service, of the General Rules and Regulations Governing Electric Service contained in Section IV of the Company's tariff, and (2) a related Customer Authorization & Release standard form, which implements the revised Medically Essential Service tariff. The revised Medically Essential Service tariff and related standard form are attached hereto as Exhibit A. The revised tariff is shown in legislative format as Exhibit B. In support of its petition, Florida Power states as follows:

Introduction

1. Florida Power is a public utility subject to the jurisdiction of the Commission under Chapter 366, Florida Statutes. Florida Power's General Offices are located at 3201 34th Street South, St. Petersburg, Florida, 33711.

2. All notices, pleadings and correspondence required to be served on petitioner should be directed to:

James A. McGee, Esquire
Post Office Box 14042
St. Petersburg, FL 33733-4042
Facsimile: (727) 820-5519

DOCUMENT NUMBER-DATE

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Discussion

3. During its deliberations in Docket No. 980682-EI regarding a complaint filed against Florida Power by a customer receiving Medically Essential Service, the Commission raised several generic concerns about the manner in which utilities subject its jurisdiction provided Medically Essential Service to their respective customers. The Commission directed Staff to investigate these concerns and report its findings at a future Internal Affairs meeting.

4. In the course of this investigation, Staff met with the affected utilities and other interested parties to explore the possibility of developing uniform tariff language that would specify the procedures and conditions under which the utilities provide Medically Essential Service to customers. These efforts ultimately led to the drafting of a model tariff that received consensus support among the participants in the Staff-sponsored meetings.

5. This model Medically Essential Service tariff has been adopted by Florida Power in its entirety in the proposed tariff revision to Paragraph 10.03 contained in Exhibit A. The revised tariff includes the following key provisions:

- Medically Essential Service customers receive notice granting an additional 30 days to pay outstanding electric bill before service is scheduled for disconnection.
- Medically Essential Service customers are contacted by telephone or in person the day before service is scheduled for disconnection.
- Medically Essential Service customers are given special consideration in the application of Rule 25-6.097(3), F.A.C., regarding new or additional deposits.

6. The standard form included in Exhibit A is intended to facilitate the implementation of the revised Medically Essential Service tariff through Florida Power's Life Support Equipment program. The Customer Authorization & Release documents the customer's acknowledgment of the requirements, obligations and limitations associated with receiving Medically Essential Service and authorizes Florida Power to obtain pertinent medical information about the individual requiring life support equipment.

WHEREFORE, Florida Power Corporation respectfully requests that the Commission grant this petition and approve the revised Medically Essential Service tariff and related standard form contained in the attached Exhibit A.

Respectfully submitted,

OFFICE OF THE GENERAL COUNSEL
FLORIDA POWER CORPORATION

By 

James A. McGee
Post Office Box 14042
St. Petersburg, FL 33733-4042
Telephone: (727) 820-5184
Facsimile: (727) 820-5519

EXHIBIT A

**REVISED PARAGRAPH 10.03,
MEDICALLY ESSENTIAL SERVICE,
OF FPC'S TARIFF RULES AND
REGULATIONS, AND RELATED
CUSTOMER AUTHORIZATION &
RELEASE STANDARD FORM**



PART X
DISCONTINUANCE AND WITHHOLDING OF SERVICE

10.01 Grounds for Discontinuance or Withholding of Service.

The Company may refuse or discontinue service to a customer under any of the conditions provided for under Section 25-6.105 of the Rules of the Florida Public Service Commission.

10.02 Notice of Discontinuance.

The Company will give the Customer as much written notice of discontinuance of service as may be reasonably practical.

10.03 Medically Essential Service.

For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address. The physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of electric service is medically essential and shall be consistent with the requirements of the Company's tariff. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The company may require certification no more frequently than once every twelve months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the Company and for which payment is past due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon one day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4:00 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Rule 25-6.097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Service Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of a power outage. The Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.

10.04 Liability for Discontinuance.

Whenever the Company shall have the right to discontinue service to a customer, such right may be exercised without any liability for loss, damage, or injury resulting directly or indirectly from lack of electric service; and the Company shall be under no obligation or duty to ascertain whether such discontinuance would be likely to result in any such loss, damage, or injury.

10.05 Reconnection.

Service may be reconnected after those conditions which caused service to be discontinued have been corrected. A service charge may be applicable as provided for under Rate Schedule SC-1.

10.06 Customer's Deposit.

Where valid conditions exist, service may be discontinued whether or not the amount of the Customer's deposit is sufficient to cover the Customer's bill; and, where said deposit has been applied toward the settlement of such bill, service will not be reconnected until a satisfactory deposit is restored.



MEDICALLY ESSENTIAL SERVICE FOR LIFE SUPPORT EQUIPMENT CUSTOMERS

CUSTOMER AUTHORIZATION & RELEASE

I, _____, as a condition for being designated a life support equipment customer eligible to receive Medically Essential Service from Florida Power Corporation, hereby certify and affirm that I or another permanent resident in my home, (referred to below as the "Patient"), at:

_____ require(s) the continuous (24 hours a day, 7 days a week) operation of electric-powered medical equipment to sustain life or avoid serious medical complications requiring immediate hospitalization.

I understand that (1) I am obligated to pay my monthly electric bill by the due date indicated on the monthly statement and that failure to make payment by this date or any written extension given by Florida Power Corporation may result in a disconnection of my electric service; (2) uninterrupted electric service is not guaranteed and that power outages and momentary interruptions are likely to occur from time to time; and (3) Florida Power Corporation may be unable to provide me preferential treatment in the restoration of service, depending on the conditions associated with the outage. In recognition of this, I accept full responsibility for providing appropriate safeguards or alternative arrangements in the event of a disconnection of service or a prolonged power outage, such as a battery backup for life supporting medical equipment, a portable generator, the notification of my county emergency preparedness group, and/or pre-arranging the availability of temporary accommodations (hospitals, emergency centers, etc.).

I give Florida Power Corporation permission to obtain medical information regarding the Patient from any source that I might obtain such information.

Full Name of Patient: _____ Relationship to Customer of Record: _____

Patient _____ Patient _____ Date of Birth: _____ Social Security Number: _____

Signature of Patient or Patient's Guardian: _____

Physician Name: _____

Physician _____

Office Address: _____

City State Zip Code

Physician Phone Number: () _____ Physician Fax Number: () _____

I acknowledge that I have read and understand the above conditions for receiving Medically Essential Service as a life support equipment customer.

Florida Power Customer Signature: _____ Date: _____

Florida Power Account Number: _____

EXHIBIT B

**REVISED PARAGRAPH 10.03,
MEDICALLY ESSENTIAL SERVICE,
OF FPC'S TARIFF RULES
AND REGULATIONS
(LEGISLATIVE FORMAT)**



Section No. IV

First Revised Sheet No. 4.100

Cancels Original Reissue Sheet No. 4.100

PART X
DISCONTINUANCE AND WITHHOLDING OF SERVICE

10.01 Grounds for Discontinuance or Withholding of Service.

The Company may refuse or discontinue service to a customer under any of the conditions provided for under Section 25-6.105 of the Rules of the Florida Public Service Commission.

10.02 Notice of Discontinuance.

The Company will give the Customer as much written notice of discontinuance of service as may be reasonably practical.

10.03 Medically Essential Service.

The Company will give 30 days notice of discontinuance of service to any customer whose service is deemed to be medically essential. The Customer must provide a letter from a doctor of medicine or osteopathy, certified to practice medicine in the State of Florida, stating electric service is essential to the Customer's physical condition. The 30 days notice is separate and apart from normal billing and notice. This additional time period allows the customer to make necessary arrangements for continuing service.

When a medically essential account appears on the disconnect list for electric service, a letter will be mailed to the customer indicating that if full payment is not received or other arrangements are not made for payment within 30 days from the date of the letter, electric service will be disconnected. The account will be documented with the following information: the date the letter was mailed, the amount required to be paid to continue service, and the adjusted disconnect date.

In the case of a medically essential account where termination of electric service threatens the sustenance of life, a courtesy call will be made prior to disconnect. For those customers where service is vital to sustain life and the Company becomes aware that the customer cannot meet the payment requirement, the appropriate State agency will be notified.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Section No. IV

First Revised Sheet No. 4.100

Cancels Original Reissue Sheet No. 4.100

PART X
DISCONTINUANCE AND WITHHOLDING OF SERVICE
(Continued)

10.04 Liability for Discontinuance.

Whenever the Company shall have the right to discontinue service to a customer, such right may be exercised without any liability for loss, damage, or injury resulting directly or indirectly from lack of electric service; and the Company shall be under no obligation or duty to ascertain whether such discontinuance would be likely to result in any such loss, damage, or injury.

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Issued By: W. C. Slusser, Jr., Director, Pricing Department

Effective: