Tariff Schedule

Applicable to

Intrastate

Telephone Services

of

# NGA 911, LLC

(U-7347-C)

Advice Letter No. 4

## TARIFF CHECKING SHEET

Current sheets in this tariff schedule CLC 1-T are as follows:

Sheet	Revision	Sheet	Revision	<u>Sheet</u>	Revision
Title	2 <sup>nd</sup> Revised	48	2nd Revised	95	Original
1	2nd Revised	49	2nd Revised	96	Original
2	2nd Revised	50	2nd Revised	97	Original
3	2nd Revised	51	2nd Revised	98	Original
4	2nd Revised	52	2nd Revised	99	Original
5	2nd Revised	53	2nd Revised	100	Original
6	2nd Revised	54	2nd Revised	101	2nd Revised
7	2nd Revised	55	3rd Revised	101	2nd Revised
8	2nd Revised	56	2nd Revised	102	2nd Revised
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11	2nd Revised	59	2nd Revised		
12	2nd Revised	60	2nd Revised		
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#### Competitive Local Carrier Tariff

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## PRELIMINARY STATEMENT

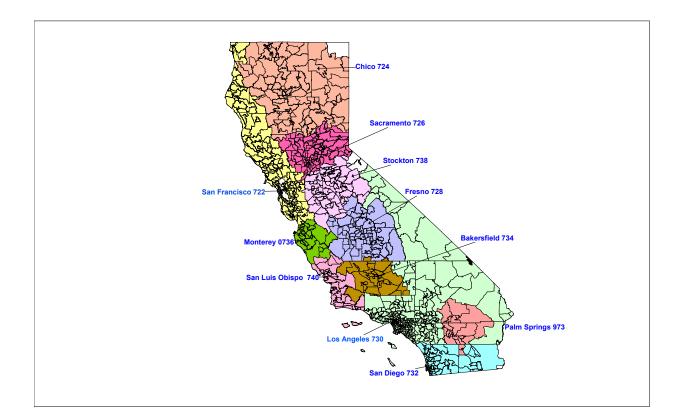
NGA 911, LLC (the "Company") has been granted authority by the California Public Utilities Commission (the "Commission") to provide resold and facilities-based competitive local exchange, interLATA, and non-local exchange intraLATA services within the State of California, subject to the availability of suitable facilities. This tariff applies only to services for which applicable law or Commission orders require the provision of service on a tariffed basis. Otherwise, all services are furnished on a fully non-tariffed basis.

#### SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (P) To signify material subject to change under a pending application or advice letter.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

# SERVICE AREA MAP

The Company provides competitive local exchange service in California within the service territories of Pacific Bell Telephone Company ("AT&T"), Frontier California Inc. ("Frontier"), Consolidated Communications of California Company ("ConCom"), and Citizens Telecommunications Company of California, Inc. ("Citizens"), and interexchange services on a statewide basis. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by AT&T, Frontier, Roseville, and ConCom.



## Rule 1 – Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this tariff and in special contract for local exchange service.

Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Basic Service or Basic Residential Service: The term Basic Service or Basic Residential Service means "Basic Service" as defined by the Commission. (The Company does not offer Basic Service at this time.)

Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Commission: The term "Commission" means the Public Utilities Commission of the State of California.

Company: The term "Company" or "Utility" means NGA 911, LLC

Customer: The term "Customer" is synonymous with the term "Subscriber" and means the entity that contracts for service under this tariff or, as set forth herein, is otherwise responsible for the payment of charges and compliance with the Company's regulations. With regard to Emergency Services, the Customer is the Customer or other similarly situated customer.

Day: The term "Day," when used for purposes of applying rates, means 8:00a.m. to 5:00p.m., Monday through Friday, including Legal Holidays.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

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Rule 1 - Definitions (Cont'd)

Holiday: The term "Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

Incumbent LEC: The term "Incumbent LEC" means either of the following local exchange carriers: AT&T, Frontier, CalCom, or Citizens.

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Subscriber: See definition of "Customer."

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## Rule 2 – Description of Service

A. The Company provides emergency call routing, transport, and related functionalities to public safety answering points (PSAPs). Certain services and functionalities are subject to mandatory tariffing requirements. Descriptions of the Company's services in this tariff are for illustrative purposes and shall not be interpreted as meaning that all such described services are provided pursuant to this tariff; this tariff applies only to services that are subject to mandatory tariffing.

## B. <u>Demarcation</u>

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of AT&T.<sup>1</sup> In the event that Subscriber reports a service problem that is determined to be due to one or more causes on Subscriber's side of the point of demarcation, Subscriber shall pay the Company its prevailing minimum charge for premises visits, plus its charges (also at its prevailing rates) for any labor and materials expended in repairing the problem.

# C. Individual Case Basis

Any requirments from Customer that requires a non-tariff service shall not be included in this tariff, but the lack of such requirement shall not preclude the Company from providing such service in conjunction with services provided pursuant to this tariff.

<sup>&</sup>lt;sup>1</sup> See: Pacific Bell Cal. P.U.C. Schedule No. A2.2.1.20

#### Rule 3 – Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- В. At the time of all initial contacts for service, Applicants will be informed of the services available to the class of Subscriber to which the Applicant belongs. During the initial contact, all Applicants for residential service\* must be given information regarding the LifeLine program and its availability. The Company shall ask the Subscriber whether he or she is currently, or within the last 30 days has been, enrolled in LifeLine by another carrier. If the Subscriber answers in the affirmative, the Company shall, upon the Subscriber's consent, contact the Commission's Third-Party Administrator ("CertA") to validate the Subscriber's certification status. The Company will inform the Subscriber that the CertA will notify the Subscriber and the Company once CertA determines whether or not the Subscriber is currently or within the last 30 days has been enrolled in LifeLine. If the CertA cannot confirm the Subscriber's continued eligibility, the Subscriber will be treated as a new LifeLine applicant and be subject to the certification process specified by the Commission. If the Subscriber responds in the negative, the Company shall ask the Subscriber if he or she or any member of the household is enrolled in a public assistance program; and, if the Subscriber answers in the affirmative, the Company shall read from the list of approved means-tested programs and, upon the Subscriber's verbal certification of eligibility and consent, shall immediately contact the CertA to begin the LifeLine application process for the Subscriber and inform the Subscriber: (i) that the Subscriber will be receiving a certification form in the mail for completion; (ii) that the completed certification form must be completed and returned to the CertA by the deadline date indicated on the form; (iii) of the amount of any required deposits; (iv) that a payment plan is available for nonrecurring charges and deposits for Basic Service; and (v) that the CertA will notify the Subscriber and the Company once CertA determines whether or not the Subscriber is eligible for LifeLine. If the Subscriber does not qualify under the program-based criteria, the Company shall ask about the Subscriber's household size and read the corresponding LifeLine income limit that the Subscriber must meet to qualify for LifeLine. The Company will also inform the Subscriber that the Subscriber must also provide income documentation substantiating the household income. Upon the Subscriber's verbal certification of eligibility and consent, the Company shall immediately contact the CertA to begin the LifeLine application process for the Subscriber, and inform the Subscriber: (i) that the Subscriber will be receiving a certification form in the mail for completion; (ii) that the completed certification form and supporting income documentation that reflect total household income must be returned to and received by the CertA by the deadline date indicated on the form; (iii) of the amount of any required deposits; (iv) that a payment plan is available for nonrecurring charges and deposits for Basic Service; and (v) that the CertA will notify the Subscriber and the Company once CertA determines whether or not the Subscriber is eligible for LifeLine. The Company shall also inform the Subscriber of the availability of 2 LifeLine lines if a member of the household uses a TTY and, upon the Subscriber's verbal certification of eligibility and consent, shall immediately contact the CertA to begin the LifeLine application process for the second LifeLine line and remind the Subscriber of the need to provide proof of the need for the TTY based on the issuance of the TTY by DDTP or a medical certificate of need for a TTY. The Company will inform the Subscriber that he or she may opt to receive instructions for certification forms in Braille (English only) or instructions and certification forms in large print. The Company will inform LifeLine applicants that they will incur regular rates and charges until the Customer is determined to be eligible for LifeLine.

\* The Company does not currently offer residential service.

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# Rule 3 – Application for Service (continued)

- C. Service may be initiated based on a written or oral agreement between the Company and the Applicant. In either case, prior to the agreement, the Subscriber shall be informed of all rates and charges for the services the Subscriber desires and any other rates or charges that will appear on the Subscriber's first bill. If the Company accepts a written or oral request for service, the Company will, within 10 days of initiating the service order, provide written confirmation that includes a brief description of the services ordered, itemization of all charges that will appear on the customer's bill, and a statement of all material terms and conditions that could affect what the Subscriber pays for service. The written confirmation will be in the language in which the sale was made.
- D. Within 10 days of initiating service, the Company will provide all new Subscribers with a written statement of all material terms and conditions that could affect what the Subscriber pays for local exchange services provided by the Company.
- E. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- F. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.
- G. The Company will advise Applicants for services providing the capability of calling to 900 or 976 pay-percall telephone services of trhe availability of call blocking pursunt to Rule 24.

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#### Rule 4 – Contracts

- A. To the extent that the Company is required by order of the Commission or other applicable law to abide by the provisions of this tariff in the furnishing of service, no deviation from such provisions is permitted except by special contract filed and approved by the Commission.
- B. Each special contract shall contain the following provision: "This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction."

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## Rule 5 - Special Information Required on Forms

#### A. <u>Customer Bills</u>

The Company will be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Subscriber may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. Each bill for service will contain notations concerning the following areas:

- (1) When to pay the bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay the bill;
- (5) Questions about the bill;

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## <u>Rule 5 - Special Information Required on Forms</u> (continued)

#### A. <u>Customer Bills</u> (continued)

(6) In addition to the above, each bill will include the following statement:

This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself.

If you believe there is an error on your bill or have a question about your service, please call NGA911, LLC customer support at 877-899-8337.

If you are not satisfied with NGA911, LLC's response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting <u>http://www.cpuc.ca.gov/complaints/</u>. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online:

Telephone	1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)
Mail	California Public Utilities Commission Consumer Affairs Branch 505 Van Ness Avenue, Room 2003 San Francisco, CA 94102

Subscribers with hearing or speaking limitations can dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If the Subscriber prefers having calls immediately answered in the Subscriber's mode of communication, one of the toll-free language-specific numbers below can be dialed for routing to the California Relay Service provider.

Type of Call	Language	Toll-free 800 Number
TTY/VCO/VCO to Voice	English Spanish	1-800-735-2929 1-800-855-3000
Voice to TTY/VCO/HCO	English Spanish	1-800-735-2929 1-800-855-3000
From or to Speech-to-Speech	English Spanish	1-800-854-7784

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

## <u>Rule 5 - Special Information Required on Forms</u> (Cont'd)

#### B. <u>Deposit Receipts</u>

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

## Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit. The Company may refuse service if credit is not established satisfactory to the Company and may deny or disconnect service if a deposit is not paid as required by Rule 7.

- A. A deposit will not be required if:
  - 1. The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.
    - or
  - 2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.
- B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

#### Rule 7 - Deposits and Advance Payments

#### A. <u>Deposits</u>:

- 1. <u>Requirement</u>: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
- <u>Amount</u>: The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for. In the event the Applicant or Subscriber requests services in addition to Basic Service, the average bill will reflect the aggregate services requested by the Subscriber.
- 3. <u>Nondiscrimination</u>: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- 4. <u>Refund or Credit</u>: The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first.
- 5. <u>Interest</u>: Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the Subscriber has received two or more notices of discontinuance of service within a 12-month period in accordance with Rule 8.

## B. <u>Advance Payments</u>:

- 1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered. An Applicant will not be required to pay in advance for usage.
- 2. Negotiation of a Subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

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#### Rule 8 - Notices

## A. General

- 1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given to a Subscriber or the Commission, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
- 2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

#### B. Information on Services and Promotional Offerings

Rate information and information regarding services (including types of services, rate plans, conditions on eligibility, and other terms and conditions) and available promotional offerings will be provided in writing upon request by an Applicant or Subscriber. Requests for such information may be made by contacting the Company during regular Business Hours by telephone at 877-899-8337. Notice of increases in rates or more restrictive terms and conditions will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. Subscribers will be advised of optional service plans in writing as they become available. Subscribers will be advised of other changes to the rates, terms, or conditions of service no later than the Company's next billing cycle. The company's tariff will be posted on its website at https://nga911.com/.

## C. <u>Discontinuance of Service</u>

1. Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

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#### Rule 8 – Notices (Cont'd)

- C. <u>Discontinuance of Service</u> (Cont'd)
  - 2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:
    - a. The name and address of the Subscriber whose account is delinquent.
    - b. The amount that is delinquent.
    - c. The date when payment or arrangements for payment must be made in order to avoid termination.
    - d. The procedure the Subscriber may use to request amortization of the unpaid charges.
    - e. The procedure the Subscriber may use to initiate a complaint or to request an investigation concerning service or charges.
    - f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
    - g. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Subscriber may direct inquiries.
    - h. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

## D. <u>Change of Ownership or Identity</u>

The Company will notify Subscribers in writing of a change in ownership or identity in the Company's next monthly billing cycle.

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Issued by Don Ferguson Date Filed: June 7, 2019

#### Rule 8 - Notices (Cont'd)

## E. <u>Privacy</u>

The Company is restricted from releasing nonpublic customer information in accordance with Public Utilities Code sections 2891, 2891.1, and 2893. The Company will furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

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#### Rule 8 - Notices (Cont'd)

## F. Other

On request, the Company will provide each Applicant and Subscriber with the following information:

- 1. The California Public Utilities Commission identification number or its registration to operate as a telecommunications corporation within California, to wit: U-7347-C).
- 2. The address and telephone number of the California Public Utilities Commission to verify its authority to operate, to wit: California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102; Tel No. 800-848-5580.
- 3. A copy of the Consumer Protection Regulations adopted by the California Public Utilities Commission applicable to local exchange services provided by the Company (Decision 95-07-054, Appendix B, will be provided on request).
- 4. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company, to wit, tel. no. 877-899-8337; NGA 911, LLC, 8383 Wilshire Blvd., Suite 800, Beverly Hills, California 90211.
- 5. A full disclosure of all fictitious names under which the Company operates.
- 6. The names of billing agents the Company uses in place of performing the billing function itself.
- G. Violations

A consumer has the right to bring a complaint against the Company if the Company provides information to the consumer that is allegedly in violation of the Company's tariffs.

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## Rule 9 - Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill may contain monthly recurring charges, which are billed in advance, usage charges, which are billed in arrears, and the last date for timely payment, which date will be displayed prominently on the bill. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated. The last date for timely payment will be displayed prominently on the bill.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1.5% per month from the due date on all delinquent amounts.
- F. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a five-month backbilling period.

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Issued by Don Ferguson Date Filed: June 7, 2019

## Rule 10 - Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection if the Company has notified the Subscriber by written notice of such delinquency and impending termination. If after investigation and review of the bill by a manager of the Company, the dispute is unresolved and the disputed portion of the bill is not paid within 15 days of the due date, the Company will notify the Subscriber in writing:

- 1. That in lieu of paying the disputed bill the Subscriber may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, the amount claimed by the Company to be due;
- 2. That checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
- 3. That upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith;
- 4. That service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review;
- 5. That failure of the Subscriber to make such a deposit within 7 days after the date upon which the notice was given will warrant discontinuance of service without further notice, provided that service will not be disconnected prior to the date shown on the bill; and,
- 6. That, if before completion of the PUC's review, additional bills become due that the Subscriber wishes to dispute, the Subscriber also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of service.

The Company will respond to the Consumer Affairs Branch's requests for information within 10 business days.

After the investigation and review are completed by the Company as noted above, if the Subscriber elects not to deposit the amount in dispute with the CAB, such amount becomes dues and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Subscriber that the investigation and review are completed and that such payment must be made or services will be interrupted. However, the service will not be disconnected prior to the due date shown on the bill.

Advice Letter No. 4

#### Rule 11 - Discontinuance and Restoration of Service

#### A. <u>Discontinuance by Subscribers</u>

- 1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section C.1. The Subscriber is responsible for payment of all charges incurred for the period during which service is rendered.
- 2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

#### B. <u>Discontinuance by the Company</u>

- 1. The Company may discontinue service under the following circumstances:
  - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the nonprevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court. Discontinuation of service for nonpayment of bills shall be subject to prior notice to the Customer as specified in Rule 8.
  - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
  - (iii) In accordance with the provisions of Rule 16.
  - (iv) Failure to post a required deposit or guarantee.
  - (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
  - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
  - (vii) Any violation of the conditions governing the furnishing of service.

Advice Letter No. 4

## Rule 11 - Discontinuance and Restoration of Service (Cont'd)

- B. <u>Discontinuance by the Company</u> (Cont'd)
  - 2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Such notice shall conform to the requirements of Rule 8.C. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service. In the event that the acts of the Subscriber are such as to indicate intention to defraud the Company, such as fraudulently placing and receiving calls, or providing false credit information, the Company may refuse of discontinue service without advance notice.
  - 3. Subject to the availability and continuation of such service from the underlying facilities-based carrier, a residential Subscriber whose service is discontinued by the Company for nonpayment will continue to receive access to 911 service at no charge until such time as service is rendered by another carrier

# C. <u>Restoration of Service</u>

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

Advice Letter No. 4

Issued by Don Ferguson

# Rule 12 – Information to be Provided to the Public

- A. A copy of this tariff schedule will be available for public inspection during regular business hours at the Company's office at 8383 Wilshire Blvd., Suite 800, Beverly Hills, California 90211.
- B. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

Advice Letter No. 4

Issued by Don Ferguson

# Rule 13 - Continuity of Service

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance. Allowances for credit interruptions will be provided in accordance with Rule 14.

Advice Letter No. 4

Issued by Don Ferguson

#### Rule 14 – Limitation of Liability

- 1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
- 2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- 3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
- 4. Except as provided in section 3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall in no event exceed an amount equal to the pro rated charges to the Subscriber for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Subscriber for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect in any one service or facilities for the period affected by the mistake, of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Subscriber for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.
- 5. The Company concurs in the provisions set forth in AT&T's tariff regarding allowances for interruptions for of services furnished solely by the Company, including, without limitation, the allowances shown below:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

Advice Letter No. 4

Decision 18-07-032

Issued by Don Ferguson Date Filed: June 7, 2019

## <u>Rule 14 – Limitation of Liability</u> (Cont'd)

6. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversation or Customers' service.

7. Notwithstanding anything to the contrary in this tariff, the Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any order, regulation, or other action of any governing authority or agency thereof.

Advice Letter No. 4

Issued by Don Ferguson

## Rule 15 – Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it may either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Any person who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection as determined by a court.

Advice Letter No. 4

#### Rule 16 - Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the PUC include the provisions of the rule set forth in Appendix "B" of that Decision as a part of the rules in the Company's tariff schedules. Accordingly, Appendix "B" of Decision No. 91188, Case No. 4930, is quoted herein:

# APPENDIX "B"

- "1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
- "2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule."
- "3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the customer the utility shall promptly restore such service

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Rule 16 - Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

- "4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
- "5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or customer in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or customer may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule."
- "6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or customer, shall provide or restore such service unless the law enforcement agency concerned shall have notified the Company in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or customer. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
- "7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- "8. The term 'person,' as used herein, includes a customer to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- "9. The term 'communications utility,' as used herein, includes a 'telephone corporation' and a 'telegraph corporation,' as defined in Division 1 of the California Public Utilities Code."

Advice Letter No. 4

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Effective: June 8, 2019

Decision 18-07-032

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service (Continued)

For the information of the Company's Subscribers, the Commission's Consumer Affair Branch can be contacted as follows:

Telephone	1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)
Mail	California Public Utilities Commission Consumer Affairs Branch 505 Van Ness Avenue, Room 2003 San Francisco, CA 94102

Subscribers with hearing or speaking limitations can dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If the Subscriber prefers having calls immediately answered in the Subscriber's mode of communication, one of the toll-free language-specific numbers below can be dialed for routing to the California Relay Service provider.

Type of Call	Language	Toll-free 800 Number
TTY/VCO/VCO to Voice	English Spanish	1-800-735-2929 1-800-855-3000
Voice to TTY/VCO/HCO	English Spanish	1-800-735-2929 1-800-855-3000
From or to Speech-to-Speech	English Spanish	1-800-854-7784

Advice Letter No. 4

Issued by Don Ferguson

#### Rule 17 - Change of Service Provider

#### A. <u>Solicitation of Customer Authorization for Service Termination and Transfer</u>

Solicitations by the Company or other carriers, or their agents, of Subscriber authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Such solicitations must conform to Public Utilities Code Section 2889.5. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of up to \$500 may apply for each violation of this rule.

#### B. <u>Unauthorized Service Termination and Transfer</u>

The Company or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the Subscriber's service to the original carrier without charge to the Subscriber. All billings during the unauthorized service period shall be refunded to the applicant or Subscriber. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

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Decision 18-07-032

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#### Rule 18 - Nonpublished Service; Release of Information

California Public Utilities Commission Decision Nos. 92860 and 93361, in Case No. 10206, required that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

## APPENDIX "A"

#### Nonpublished Service

- a. Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.
- b. Agencies authorized to receive information:

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

(1) An agency of the federal government which is lawfully authorized to:

Conduct investigations or make arrests for violations of the criminal laws of the United States; or

Prosecute violations of the criminal laws of the United States; or

Enforce civil sanctions which are ancillary to criminal statutes; or

Conduct investigations into matters involving the national security of the United States; or

Protect federal or foreign officials; or

Protect public health and safety; or

Conduct emergency rescue operations.

Advice Letter No. 4

Issued by Don Ferguson Date Filed: June 7, 2019

Decision 18-07-032

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

- b. Agencies authorized to receive information: (cont'd)
  - (2) Any public health agency of the State of California or of a city, county, or other local government.
  - (3) County or city 911 projects.
  - (4) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
  - (5) Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
  - (6) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- c. Procedure for release of nonpublished information to authorized agencies.
  - (1) A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either:

Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or

Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or

Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in b.(2) preceding; or

Employees or a county or city 911 project when acting in an official capacity; or

Employees of an agency listed in b.(5) preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

Advice Letter No. 4

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Rule 18 - Nonpublished Service; Release of Information (Cont'd)

- c. Procedure for release of nonpublished information to authorized agencies. (Cont'd)
  - (2) Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name, and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
  - (3) Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title, and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the utility only on a call-back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

- d. Notification to Customer
  - (1) The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.
  - (2) When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the utility.

Advice Letter No. 4

Issued by Don Ferguson

#### Rule 18 - Nonpublished Service; Release of Information (Cont'd)

- d. Notification to Customer (Cont'd)
  - (3) If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
  - (4) The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
  - (5) If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

e. Exception for Health Officers

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the customer could violate a client's or contact's right of privacy and confidentiality.

f. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in the Company's carrier access tariff schedule as set forth in this tariff or incorporated by reference herein.

Advice Letter No. 4

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## Rule 18 - Nonpublished Service; Release of Information (Cont'd)

#### g. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

#### h. Unsolicited Telephone Efforts

The utility will not contact nonpublished residence customers by telephone using unlisted number(s) for unsolicited sales efforts.

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Effective: June 8, 2019

#### Rule 19 - Credit Information and Calling Records; Release of Information

California Public Utilities Commission Decision Nos. 92860 and 93361, in Case No. 10206, require that the Commission include the provisions of the rule set forth in Appendix "B" of those decisions as a part of the rules in the Utility's tariff schedules. Accordingly, the provisions of Appendix "B" of Decision Nos. 92860 and 93361, Case No. 10206, are quoted herein, except as modified by Decision Nos. 83-06-066, 83-06-073 and 83-09-061.

#### APPENDIX "B"

#### Release of Credit Information and Calling Records

#### a. Definitions

(1) Credit Information

A customer's credit information is the information contained in the customer's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published customer information, or customer's name, address, and telephone number as listed in the telephone directory.

(2) Calling Records

Calling records are the records of calls made from a customer's telephone no matter how recorded and regardless of whether such information appears in the customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registers are examples of calling records.

b. Release of Customer Credit Information and Calling Records

A customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

(1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or

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Issued by Don Ferguson

### Rule 19 - Credit Information and Calling Records; Release of Information (Cont'd)

- b. Release of Customer Credit Information and Calling Records (cont'd)
  - (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they then exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.

or

- (3) Upon receiving permission of the customer to release the information.
- c. Deferral of Notification
  - (1) Notification to the customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the customer of its receipt of the subpoena before divulging the information or records requested.
  - (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
  - (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
  - (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the customer.

Advice Letter No. 4

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#### Rule 19 - Credit Information and Calling Records; Release of Information (Cont'd)

d. Exception to Procedure for Release of Credit and Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the utility on the customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

e. Retention of Records

Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year form the date on which the customer is notified in writing of the request. A copy of the letter of notification which was sent to the customer shall also be retained for a like period of one year.

Advice Letter No. 4

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#### Rule 20 – Customer Responsibility

- 1. Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), and liability for patent infringement arising from (i) combining with, or using in connection with facilities the Company furnished, facilities Customer, an authorized user, or joint user furnished or (ii) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and (2) all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any act or omission by Customer, an authorized user, or joint user in connection with the service.
- 2. In addition and without limitation, Customer, authorized users, or joint users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.

### <u>Rule 21 – Temporary Service</u>

Provision of termporary service or service to a speculative project for which an extension of facilities by the Company is required will be furnished only on an individual case basis, subject to a special contract.

#### Rule 22 – Extensions of Lines

The estension of any line or other facilities to enable service to an Applicant for service will be undertaken only on an individual case basis, subject to a special contract.

Rule 23 – Facilities on Customer's Premises and Service Connections

The Customer shall permit the Company, including its authorized employees, agents, or contractors, such access to the Customer's premises to enable the Company to install such facilities and equipment at the Customer's premises that is required to provide service, and to maintain, repair, replace, and remove any such facilities or equipment, once installed.

### Rule 24 - Blocking of 900/976 Calls

The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.

#### Rule 25 Directory Listings and Distribution of Directories for Basic Service

The Company does not publish a directory or provide other similar listings of its Subscribers. However, the Company will arrange for Basic Service Subscribers, other than Subscribers requesting nonpublished service, to be listed at no charge in the directories and directory assistance records of incumbent local exchange carriers, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in the directory listing schedules of incumbent carriers on file with the Commission that are current and effective as of the effective date of this tariff sheet. Subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules. The Company will distribute or provide for the distribution to each Basic Service Subscriber, at no charge, one copy of the incumbent local exchange carrier white and yellow pages directory applicable to the location at which the Subscriber receives service. The Company will provide such Subscribers the option to receive a free printed paper copy of the white pages directory instead of an electronic copy covering the local community where the participant resides if the provider publishes the white pages directory in both printed and electronic forms. the Subscriber may contact the Company to affirmatively elect to receive a printed paper copy instead of an electronic copy of the free white pages directory.

#### A-2 Non-Published Basic Service

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies pursuant to Rule 18 of this tariff.

### TAXES AND SURCHARGES

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. LifeLine service billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC User Fee rate (excluding a. directory advertising and sales; terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Purpose Program surcharges and User Fee, and the amounts, please refer to the tariffs of Pacific Bell Telephone Company d/b/a AT&T California or on the Commission's webside at <a href="http://www.cpuc.ca.gov/General.aspx?id=1124">http://www.cpuc.ca.gov/General.aspx?id=1124</a>

### FORMS

Deposit Receipt

SAMPLE

### **DEPOSIT RECEIPT**

{Date} {Customer Name} {Customer Address}

Re: {Customer Account Number}

Dear {Customer}:

Please be advised that the Company is in receipt of your deposit in the amount of \$ {deposit amount}.

This deposit, less the amount of any unpaid bills for services furnished by the Company, will be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after twelve (12) months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

Sincerely,

NGA 911, LLC.

### FORMS (Cont'd)

Denial of Service

### SAMPLE

### DENIAL OF SERVICE FOR FAILURE TO ESTABLISH CREDIT

{Date} {Customer Name} {Customer Address}

Re: {Customer Account Number}

Dear {Customer}:

Thank you for your recent application for service. Based on the credit information that you supplied in your application, we regret to inform you that you fail to meet the Company's credit standards for the establishment of service.

You may still establish service by paying a deposit. Please call our customer service department at 1-877-899-8337 to obtain information on the amount of the deposit that will be required.

If you have any questions regarding our application and credit approval process, please feel free to call our customer service department at the above number.

Sincerely,

NGA 911, LLC.

### FORMS (Cont'd)

Notice of Discontinuance

#### SAMPLE

### **DISCONTINUANCE OF SERVICE FOR NON-PAYMENT**

{Date} {Customer Name} {Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Our records indicate that your account is past due. In order to avoid any interruption in your service, payment in the amount of \$ {amount} must be received by us no later than {date}. If payment in full is not received on or before that date, your service will be disconnected. However, Local service will not be discontinued for nonpayment of Category III or other unregulated competitive services. In order to reconnect your service, you will be required to pay a deposit equal to two (2) month 's service charges, plus reconnection charges.

If you believe that the amount now overdue was billed in error, the Company will investigate the disputed amount upon written request. You may also contact the CPUC's Consumer Affairs Branch (CAB) by visiting <u>http://www.cpuc.ca.gov/complaints/</u>. Billing and service complaints are handled by the CAB, which can be reached by the following means if you prefer not to submit your complaint online:

Telephone	1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)
Mail	California Public Utilities Commission
	Consumer Affairs Branch
	505 Van Ness Avenue, Room 2003
	San Francisco, CA 94102

Subscribers with hearing or speaking limitations can dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If the Subscriber prefers having calls immediately answered in the Subscriber's mode of communication, one of the toll-free language-specific numbers below can be dialed for routing to the California Relay Service provider.

Type of Call	Language	Toll-free 800 Number
TTY/VCO/VCO to Voice	English Spanish	1-800-735-2929 1-800-855-3000
Voice to TTY/VCO/HCO	English Spanish	1-800-735-2929 1-800-855-3000
From or to Speech-to-Speech	English Spanish	1-800-854-7784

at 1-800-649-7570. If, after the Company completes its investigation and review, there is still disagreement over the amount due, you may appeal the dispute as follows:

### FORMS (Cont'd)

Notice of Discontinuance (Cont'd)

- 1. In lieu of paying the disputed bill, you may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102 the amount claimed by the Company to be due.
- 2. Checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
- 3. Upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith.
- 4. Service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review.
- 5. Your failure to make such a deposit within 7 days after the date of this letter will warrant discontinuance of service without further notice.
- 6. If before completion of the PUC's review, additional bills become due that you wish to dispute, you must also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due. Your failure to do so will warrant discontinuance of service.

If you have any questions regarding the amount due or wish to make arrangements for payment, please call our customer service department at 1-877-899-8337.

Sincerely,

NGA 911, LLC

# LIST OF CONTRACTS AND DEVIATIONS

None

## **SERVICES**

## EMERGENCY SERVICES

## 1. Applicability

These rates specified apply only to emergency services that are subject to mandatory tariffing under applicable law or Commission orders. Services and functionalities listed in this section to which mandatory tariffing requirements do not apply are furnished only on a non-tariffed basis, except where the contract between the Customer and the Company provides otherwise. References in this Section to Customer refers to the Customer or similarly situated customer.

## 2. Territory

The Company's services are offered on a statewide basis, subject to availability of adequate facilities on a commercially-reasonable basis.

## 3. Rates

NG 9-1-1 Tariff Service Item	Unit of Measure	NRC	MRC
NG Prime Trunk Services			
NG 911 One-time Circuit Install & Test	Per Connection	150.00	-
NG 911 Alternate Technology to Support Diverse Path	Per Connection		100.00
NG 911 Monthly Circuit Cost (1 Mbps)	Per Connection	-	500.00
NG 911 Monthly Circuit Cost (10 Mbps)	Per Connection	-	740.00
NG 911 Monthly Circuit Cost (100 Mbps)	Per Connection	-	2200.00
NG 911 Monthly Circuit Cost (1000 Mbps)	Per Connection	-	4000.00
NG 911 Trunk SD WAN Service	Statewide		5000.00
NG 911 Trunk Data Center Cross Connects	Per Connection	200.00	150.00
NG Prime Aggregation Services			
Point of Interconnection	2 Per Region	500.00	1875.00
Prime Aggregation	Statewide	-	55,000.00
OSP Integration	Per OSP	20000.00	0 1450.00
NG 9-1-1 Prime Specific Functions and Services			
NGCS per NENA i3 requirements and standards	Statewide	-	870000.00
LPG - Legacy PSAP Gateway	Per PSAP	-	150.00
Regional Interoperability Connection (ESInet to ESInet)	Per Region	-	7800.00
PSAP Integration Deployment	Per PSAP	5500.00	
Multi NG Service PSAP Integration -When Region Connec	ts Per PSAP	5500.00	200.00
System Monitoring and Dashboard Interface	Statewide		20000.00
Outage Reporting	Statewide	-	5000.00

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## SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

3. Rates (Cont'd)

### NG 9-1-1 Prime Specific Functions and Services (Continued)

Statewide 911 GIS Call Data Record Management System/911 Traffic Logging GIS Regional Synchronization GIS DB Editing Support GIS Update Process NG 911 Statewide Alert and Waring LDB Editing Support LDB Update Process LVF Synchronization	Per PSAP Per PSAP Per Region Per Record Correction Per Valid Record Statewide Per Record Correction Per Valid Record Per Region	1000.00 200.00 -	$100.00 \\ 100.00 \\ 2000.00 \\ 1.10 \\ 0.025 \\ 400000.00 \\ 1.10 \\ 0.025 \\ 4000.00$
NG 9-1-1 Prime Text Services			
Statewide Text Aggregator	Statewide		37500.00
NG Text to 9-1-1 – Web Based OTT	Per PSAP	500.00	100.00
NG Text to 9-1-1 – Integrated	Per PSAP	1000.00	200.00
RTT Service	Statewide		10000.00
NG 9-1-1 Prime Labor			
NRC New Technology PSAP Integration	Per Hour	150.00	-
NG 911 Training	Per Hour	150.00	-
NG 9-1-1 Region Trunk Services NG 911 One-time Circuit Install & Test	Per Connection	150.00	_
NG 911 Olie-time Circuit histan & Test NG 911 Alternate Technology to Support Diverse Path	Per Connection	130.00	100.00
NG 911 Monthly Circuit Cost (1 Mbps)	Per Connection	_	500.00
NG 911 Monthly Circuit Cost (10 Mbps)	Per Connection	-	740.00
NG 911 Monthly Circuit Cost (10 Mbps)	Per Connection	_	2200.00
NG 911 Monthly Circuit Cost (1000 Mbps)	Per Connection	-	4000.00
NG 911 Trunk SD WAN Service	Region		3700.00
NG 911 Trunk Data Center Cross Connects	Per Connection	200.00	150.00
NG 9-1-1 Region Aggregation Services Point of Interconnection	Per POI	20000	2000.00 (C)
Region Aggregation	Per Region	20000	2000.00 (C) 38,000.00
OSP Integration	Per OSP	50000.00	) 1450.00
	10.001	50000.00	1450.00
NG 9-1-1 Region Specific Functions and Services			
NGCS per NENA i3 requirements and standards	Per Region	-	435000.00
LPG - Legacy PSAP Gateway	Per PSAP	-	150.00
Prime Interoperability Connection (ESInet to ESInet)	Per Region	-	2000.00
Regional Integration at PSAP	Per PSAP	8000.00	-
System Monitoring and Dashboard Interface	Per Region		10000.00
Outage Reporting	Per Region	-	5000.00
NRC New Technology Region Integration	Per Region	50000.00	) -
NRC New Technology PSAP Integration	Per PSAP	5500.00	-
GIS Regional Synchronization-Update GIS from Prime	Per Region	- 200.00	9000.00 100.00
Call Data Record Management System/911 Traffic Logging	ICIFSAF	200.00	100.00

Decision 18-07-032

Date Filed: Aug. 28, 2020

NGA 911, LLC (U-7347-C) 8383 Wilshire Blvd., Suite 800 Beverly Hills, California 90211

#### Competitive Local Carrier Tariff

GIS Regional Synchronization-Update GIS from Prime	Per Region	-	9000.00
Call Data Record Management System/911 Traffic Logging	Per PSAP	200.00	100.00
LVF Synchronization	Per Region		4000.00

# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

3. Rates (Cont'd)

### NG 9-1-1 Region Labor

NRC New Technology PSAP Integration	Per Hour	150.00	-
NG 911 Training	Per Hour	150.00	-

Issued by Don Ferguson

# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

4. Special Terms and Condtions

## PRIME FUNCTION AND SERVICES

- 1. The Company does not charge OSPs, 9-1-1 Service Providers, PSAPs, CPE providers, or any other service provider from ingress to egress of the 9-1-1 traffic, as these services in their entirety are paid for by the State of California.
- 2. The Company implements NENA i3 standards and CPE delivery standards, as directed by the Customer, for each of the defined regions to support CA statewide interoperability.
- 3. The Company has two (2) geographically diverse Cores, and may also provide the cloud based equivalent, within CONUS, dedicated to California with demonstrated capability that provides 99.999% reliability.
- 4. The Company provides overall management and direction of standards and best practices for consistency of 9-1-1 traffic between the Regions and Prime based on direction from Customer.
- 5. The Company processes and routes any 9-1-1 traffic within California when the Regional NG Core Services are not available, or when a call needs to be transferred to a PSAP not in the Region.
- 6. The Company processes and routes all OSP traffic types in the State of California.
- 7. The Company is responsible for maintaining the centralized policy routing instructions used in each of the regions.
- 8. The Company is responsible for Policy Routing in the event of a Regional failure.
- 9. The Company provides security and firewalls needed to protect the NG9-1-1 Services in accordance with NENA NG-SEC 75-001. The Company detects, mitigates, and reports TDOS, DDOS, and any other Cyber attacks.
- 10. The Company allows the Customer, utilizing a third-party vendor, to validate network security for all NG9-1-1 Services in accordance with NENA NG-SEC 75-001 and subsequent standards.
- 11. The Company implements the current NENA approved security standard (NENA-INF-015.1-2016, NENA 75-001, NENA 75-502) Security for Next Generation 9-1-1 Standard (NG-SEC) Standard and the associated NENA Next Generation 9-1-1 Security (NENA-INF023.1-2017, NENA 75-002-NG-SEC Audit Checklist). As the NENA security requirements evolve and mature, and at the request of Customer, the Company provides plans to implement updates, adjustments, or modifications to maintain compliance with the current NENA security standard. The Company monitors additional security repositiories to identify threats and vulnerabilities to the system in the context of avoiding cybersecurity issues. The Company utilizes sites such as <a href="https://cve.mitre.org/">https://nvd.nist.gov/</a>, and <a href="https://cve.mitre.org/">https://nvd.nist.gov/</a>, and <a href="https://cve.mitre.org/">https://nvd.nist.gov/</a>, and <a href="https://cve.mitre.org/">https://nvd.nist.gov/</a>, and mergency response to the security event and will provide the Customer a document describing the measure taken, and any additional implementation plans to fully avoid a breach within no more than 24 hours.
- 12. The Company supplies a Configuration Management Database that documents all of the software, systems, network protocols, port usage, and relevant system related information in a mutually agreed upon format with the Customer or other customers. The Configuration Database includes a linkage to the change management process to ensure that any change request that is implemented results in an update to the configuration management database. The Company follows industry standards best practices such as ITIL or the equivalent, and maintains a Configuration Management Database that is accessible by the Customer. Items included in the Configuratio Management Database are:

# <u>SERVICES</u> (Cont'd)

# EMERGENCY SERVICES (Cont'd)

- Bandwidth at each interface
- Capacity and demand management as adjustments to the interfaces
- Access management and any adjustments to the identification and access management to the NGCS
- Service Level and Performance adjustments to adhere to the SLA
- Security changes and adjustments Physical and Operational
- Configuration database dashboard or other medthod to allow real time access of he Customer
- As-built information contained in the system as the baseline configuration to provide a historical reference to the system "as delivered"
- 13. The Company provides 9-1-1 traffic flow architecture from ingress to egress.
- 14. The Company interfaces with the Statewide CAPSNET microwave backhaul to each PSAP as a redundant path, as directed by the CA 9-1-1 Branch. The Company provides the ability to ensure CAPSNET connection is actively monitored. CAPSNET may be upgraded in the future to MPLS. If such upgrade occurs, the Company will extend the dirverse path provided over the CAPSNET to every PSAP, if possible. The interface to CAPSNET will be via BGP (Layer 2 or Layer 3) at each PSAP and at additional points based on mutually agreed connections to the PNSP data centers.
- 15. The LVF is available to Originating Service Providers (OSPs) or other authorized users so they can verify that civic addresses will return PSAP or emergency responder URIs. The LVF is made available via an LVF proxy in the public internet in a secure controlled manner. The LVF returns a PSAP name from an entered geo-coordinate.
- 16. The Company connects to all four regions, interfaces defined based on direction from Customer based on NENA i3, and maintains interoperability.
- 17. The Company defines the interface at aggregation, between region and prime, and at PSAP based on direction from Customer.
- 18. The Company defines the interface to the POI that support all OSP types based on the direction from Customer based on the NENA i3 standard.
- 19. The Company supports Location Based Routing using location data provided by either an Originating Service Provider, a device operating system, or a location clearing house as directed by Customer.
- 20. The Company supports the NENA i3 standards and guarantees a non-proprietary solution that supports interoperability.
- 21. The Company provides services to process location data integration similr to Advanced Mobile Location (AML) for emergency location-based service that can support Data SMS and HTTPS data message formats and shall integrate the data as supplemental location information integrated into CPE that is capable of displaying the best available geolocation of the caller to a dedicated end-point as determined by the Customer.
- 22. The Company defines and maintains interface to PSAPs based on Customer direction. The Company interface is capable of interfacing with multiple NG9-1-1 Core Service Providrs and shall support integration with all existing and future NENA i3 compliant CPE or call handling equipment regardless of model/manufacturer and software/firmware version.
- 23. The Company provides a network master clock that meets the NENA PSAP Master Clock Standard. The Company provides availability for each Regional Network Service Provider to connect in to the network master clock.

# SERVICES (Cont'd)

## EMERGENCY SERVICES (Cont'd)

- 24. The Company provides a connection using an NG9-1-1 Trunk to the Customer NG9-1-1 Lab and participates in all acceptance testing in the NG9-1-1 Lab environment or in other mutually agreed upon laboratory locations.
- 25. The Company develops and maintains trouble ticket e-bonding for all Prime Network Service Provider and Regional Network Service Provider trouble tickets.

### PRIME NEXT GENERATION CORE SERVICES

- 1. The Company uses a multi-layered redundancy of systems, software, and facilities with no single point of failure.
- The Company provides the ability to update all system components including but not limited to routers, router tables, servers, NG Core Services and all NG9-1-1 functions without any loss of service 24x7x365.
- 3. The Company provides NENA i3 logging for all functional elements within the NGCS.
- 4. The Company is responsible to log all 9-1-1 metadata traffic to include Text to 9-1-1.
- 5. The Company utilizes SIP metadata and i3 logging to monitor, track, and verify data flow.
- 6. The Company is able to provide a data push and/or pull of i3 logging data from all Regional Network Service Providers.
- 7. The Company provides NG9-1-1 services built upon the NENA i3 requirements and standards documents. The Company's NENA i3 solution supports end to end IP connectivity. The Company uses gateways to accommodate legacy wireline and wireless origination networks as well as legacy PSAPs that interconnect to the NENA i3 solution architecture.
- 8. The Company provides an Emergency Call Routing Function (ECRF) and Location Validation Functions (LVF) that comply with GIS standards that include but not be limited to NENA STA-010.2-2016 Detailed Functional and Interface Standards for the NENA i3 Solution.
- 9. The Company provides Emergency Service Routing Proxy (ESRP) to perform the IP routing of all calls through the NG9-1-1 system based on information from the SIP header.
- 10. The Company provides a PRF which is functional component of an ESRP that determines the next hop in the SIP signaling path using the policy of the nominal next element determined by querying the ECRF with the location of the emergency calling party.
- 11. The Company is capable of transferring calls utilizing functions like ECRF/PRF, to/from another NGCS or PSTN including the delivery of accurate emergency calling party location information.
- 12. The Company utilizes the Border Control Function (BCF) as part of the NGCS to manage network edge control and SIP message handling in accordance with the NENA i3 requirements.
- 13. The Company utilizes the BCF, both ingress and egress, to support the following security related techniques including Monitoring, Dectections, Mitigation, and Response.
- 14. The Company provides at least two (2) ECRF/LVF instances utilized for the NGCS.
- 15. The Company provides a dashboard to display and report the health of the Prime and Regional networks from ingress to egress. The Company provides QoS information, per NENA i3 standards.
- 16. The Company integrates system monitoring from/provided by each Reginonal Network Service

Date Filed: June 7, 2019

Provider.

# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

- 17. The Company includes Real Time Network Outage Monitoring and Reporting for the Regions to support failover interoperability and 9-1-1 traffic, show netowkr uptime and downtime duration in the dashboard.
- 18. The Company monitors all 9-1-1 traffic to ensure that SLAs are being met in the dashboard.
- 19. The Company provides the Customer access to Dashboard Monitoring and statistical data and printable reports.
- 20. The Company provides the Customer access to Dashboard Monitoring and statistical data and printable reports. The Company's Dashboard Monitoring system is not a national Network Operations Center (NOC) or consolidated NOC. The Dashboard Monitoring System has dedicated resources for California to support all work contracted and/or provided under tariff.
- 21. The Company provides the ability to dispatch technical support to any leation where the contractor has equipment within 30 minutes of notifying the technician of an outage that requires on-site technical support.
- 22. The Company retains all network, CDR and 9-1-1 traffic metadata for a period of ten (10) years.
- 23. The Company provides a point of contact, with a toll-free number, 365x24x7 for Customer personnel and PSAP personnel to report trouble on the Prime NG9-1-1 Services.
- 24. The Company integrates and maintains the LDB developed by Statewide GIS vendor (DDTI) to maintain the wireline and VoIP OSP data needed to route 9-1-1 traffic unless OSP's deliver location data with the call.
- 25. The Company provides the data needed from the Prime Network Service Provider LDB and Prime Network Service Provider LVF to support the Regional Network Service Provider LVF validation function of the Regional Network Service Provider. The Company's goal is to ensure that as the Prime Network Service Provider, the Company remains the authoritative source for the LoST protocol.
- 26. The Company provides a secure web portal that allows OSP's to validate and update LDB entries.

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# <u>SERVICES</u> (Cont'd)

## EMERGENCY SERVICES (Cont'd)

## PRIME AGGREGATION SERVICES

- 1. The Company, as the Prime Network Service Provider, will provide service pursuant to its and this tariff. The Company will ensure that if a subcontractor is used for providing aggregation services that they have a CPCN and tariff filing.
- 2. The Company provides OSP traffic aggregation service capable of integrating all OSPs in the State of California. The Company's aggregation service includes all OSP's in the State of California excluding wireless, AT&T wireline, Consolidated Communications, and Frontier wireline. The Aggregation Service includes a "hot standby" plan for wireless.
- 3. The Company has a minimum of one (1) georgraphically diverse aggregation locations per Customer defined NG Region.
- 4. The Company has a minimum of two (2) POIs per Customer defined NG Region.
- 5. The Company connects to each of the Regional Aggregation Service providers to support the ingress of OSP traffic.
- 6. The Company provides the ability to route 9-1-1 traffic to the correct Regional Core Service Provider, if the Company is unable to deliver 9-1-1 traffic to PSAP(s).
- 7. The Company provides outage notifications to Customer.
- 8. The Company provides outage notifications with duration to system monitoring dashboard.
- 9. The Company provides the interface needed to support Reall Time Text aggregation directly from the wireless carriers.
- 10. The Company, as the Prime Network Service Provider, supports aggregation of wireless OSPs in the event the Regional Network Services Provider aggregate wireless OSPs is not available that includes active NG9-1-1 trunks and failover testing.

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# SERVICES (Cont'd)

## EMERGENCY SERVICES (Cont'd)

## PRIME NG9-1-1 TRUNK SERVICES

- 1. The Company complies with NENA i3 standards for 9-1-1 traffic delivery. NENA-STA-010.2-2016 and later versions.
- 2. The Company's NG9-1-1 Trunks Service is designed with logical and physical diversity where available and complies with NENA 75-001 Standard for Next Generation 9-1-1 Security. The Company provides notification to the Customer of any locations without logical and physical diversity and obtains Customer approval using the Project Milestone Report (PMR) of any NG9-1-1 Trunk Service without diversity.
- 3. The Company's NG9-1-1 Trunk Service allows for 9-1-1 call isolation by stream or channel or via other means to enable the tracking of 9-1-1 traffic from ingress at the OSP to egress at the PSAP or to the Regional Network Service Provider.
- 4. The Company's NG9-1-1 Trunk Service supports a minimum of one (1) NG9-1-1 Trunk with 10Mbps throughput to each PSAP. In the event a 10Mbps is not available, the Company will work with the state to determine the connection to the PSAP.
- 5. The Company utilizes NG9-1-1 Trunk Service to connect to all PSAPs, to the Regional NG Core Service provider, to aggregation, and all other internal and external connections.
- 6. The Company transports NG9-1-1 traffic and other 9-1-1 related traffic included but not limited to NG9-1-1 Alert and Warning, as directed by Customer.
- 7. The Company provides the ability to monitor throughput statistics in real time.
- 8. The Company provides outage notifications to Customer.
- 9. The Company provides outage notifications with duration to system monitoring dashboard.
- 10. The Company provides path diversity with both physical and carrier diversity. All bandwidths for NG9-1-1 trunks may not be supported at all PSAPs. The Company will work with the Customer of other customer to determine path diversity. For each of the PSAP locations the individul circuits being provisioned to the site, by the Company, meets Customer carrier diversity/redundancy standards. Customer is the sole arbitrator in determining their approval of the proposed circuit provider, the route, and PSAP point of entry or other guidelines deemed essential to deliver redundancy.
- 11. The Company provides a private hosted SDWAN Controller by Prime Network Service Provider/Regional Network Service Provider accessible over private network, including secure connectivity, trust and identity, and threat defense for PSAP to OSP/SaaS applications to support interoperability between and Regional Network Service Provider.
- 12. The Company's SD WAN includes transport independence. The Company's centrally managed and shared VPN schema across any WAN circuit (i.e. CAPSNET Microwave, LTE, MPLS, broadband, etc.) and supports flexible VPN extension to all end points (IaaS, PSAP branch, PSAP DC).
- 13. The Company provides a secure SD WAN architecture that supports open security standards such as IPsec etc.

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# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

## PRIME STATEWIDE GIS SERVICES

- 1. The Company will transition and assimilate the GIS database from Customer GIS selected Vendor, Digital Data Technologies, Inc. (DDTI).
- 2. The Company provides the tools and resources needed to manipulate, edit, process discrepancies, provide updates, provision to functional elements, provide data normalization of the GIS database. These tools can be used by local GIS authorities to update and maintain GIS data. The GIS tool supports up to 500 login accounts.
- 3. The Company utilizes GIS database for routing all 9-1-1 traffic and is used to support the ECRF.
- 4. The Company complies with GIS standards including, but not limited to, NENA NG9-1-1 GIS Data Model, NENA 02-010, and NENA 02-014 and all subsequent updates.
- 5. The Company provides updates to the GIS database and pushes to the Regional Next Generation Core Service, without disruption of ECRF LoST service. Updates are completed at a minimum daily and are capable of receiving data updates 24x7x365 and provides confirmation receipt of data within 4 hours.
- 6. The Company expedites GIS and ECRF updates upon notification by a 9-1-1 Authority for 9-1-1 call routing changes as needed to support state emergency management situations.
- 7. The GIS tools have a process for ad hoc updates and dynamic boundary changes for 9-1-1 routing.
- 8. The GIS tools provide a maintenance function to allow jurisdictions to upload the data that is consumed by the ECRF and LVF to ensure proper routing of calls.
- 9. The Company provides statewide 9-1-1 GIS synchronization and 9-1-1 database normalization between Prime Network Service Provider and Regional Network Service Provider(s). The GIS Synchronization process relys on validation from the local GIS authority for all updates.
- 10. The Company provides database management services needed for the entire database platform for NG9-1-1 traffic delivery.
- 11. The Company routes any type of 9-1-1 traffic to the appropriate PSAP based on geospatial data.
- 12. The Company allows local government geospatial programs to remain the authoritative source for accurate GIS data to be used for NG9-1-1.
- 13. The Company provides a secure web portal for local 9-1-1 entities to submit GIS updates and changes and to communicate discrepancy feedback.
- 14. The Company provides a secured web portal to allow the OSP to view GIS entries.
- 15. The Company provides on demand reports, performance measurements, discrepancy tracking, for GIS quality assurance and system status.
- 16. The Company provides a dashboard to view system operation and data metrics.
- 17. The GIS tools provide the capability to manipulate the GIS based map display and utilize the GIS datasets in existence.
- 18. The GIS tools provide the capability to draw geometric shapes on the GIS based map display.
- 19. The GIS tools provide the capability to select data from the drawn geometric shapes on the GIS based map display.
- 20. The Company's GIS tools provide the capability to search the NG9-1-1 data by any selected geometric shape drawn on the GIS based map display.
- 21. The GIS tools provide the capability to search he NG9-1-1 data repositories by any user generated

geometric shape.

- 22. The GIS tools provide the capability to dispay query results on the GIS based map display.
- 23. The GIS tools display the emergency responder agency for a given location.
- 24. The GIS tools provide the capability of displaying any information in the databases associated with any locations on the GIS based map display, where such information is not restricted by security or policy.
- 25. The GIS tools provide the capability to display Caller Location on a GIS map display.
- 26. The Company provides outage notifications to Customer.

## <u>SERVICES</u> (Cont'd)

### EMERGENCY SERVICES (Cont'd)

- 27. The Company provides outage notifications with duration to system monitoring dashboard.
- 28. The Company provides an interface and file format for local GIS authorities for GIS updates that is compatible with ESRI or other GIS standard formats as mutually defined by the customer and the Company.
- 29. The Company's GIS tools shall support logins that define role-based logins including but not limited to, Administration or User.
- 30. The Company provides a Location Database (LDB) that is available to the Originating Service Providers or other authorized users so they can verify that civic addresses will return PSAP or emergency responder Uniform Resource Identifier (URI)s, or be edited and updated based on input from the Originating Service Providers.
- 31. The Company provides all PSAPs the functionality to support database location queries that integrate to CPE.

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# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

## PRIME TEXT TO 9-1-1 SERVICES

- 1. The general Text to 9-1-1 requirements are applicable to all deployment methods and the Company aggregates all incoming Text to 9-1-1 and delivers to all statewide PSAPs.
- 2. The Company manages the Statewide Text to 9-1-1 services in accordance with all technical requirements as defined by the Customer. The Company serves as the terminating Text Control Center for California.
- 3. The Company provides statewide Real Time Text (RTT) for Network to Network Interface (NNI) capable wireless OSPs via a POI and NG9-1-1 trunk that aligns with federal implementation guidelines and mutual agreed timeline with Customer.
- 4. The Company aggregates incoming Short Message Service (SMS) text messages from the public through one interface, to include other TCCs, any direct wireless carriers/Over the Top (OTT) providers, and all other modalities for routing to the appropriate PSAP.
- 5. The Company provides software, equipment and/or services that meet National Emergency Number Association (NENA) NG9-1-1 requirements and standards now available, and as they become available in the future within six (6) months of publication. The Company provides an annual compliance report stating how we meet all applicable standards.
- 6. The Company complies with the Alliance for Telecommunications Industry Solutions (ATIS) / Telecommunication Industry Association (TIA) J-STD- 110, Joint ATIS/TIA Native SMS to 9-1-1 Requirements & Architecture Specification A J-STD-110 Standard that are now available, and as they become available in the future within six (6) months of publication. The Company provides an annual compliance report stating how we meet all applicable standards.
- 7. The service is compatible with all Text to 9-1-1 deployment methods to the PSAPs. This includes secure Web-based, i3 Integrated via VPN, and State Managed ESINet.
- 8. The service allows for text overflow to be turned on or off by the PSAP.
- 9. The service re-routes text sessions to another designated deployed PSAP, if the original PSAP is being abandoned due to an emergency. The step-by-step instructions on activating an emergency re-route is provided to the PSAP and accessible through an Admin Text Portal or Help Desk Request.
- 10. The service allows each PSAP to set the number of concurrent text sessions delivered to the PSAP (whether initial or transferred), during the initial provisioning for deployment.
- 11. The service provides the Texter's location to the Telecommunication's display. Depending on the Text deployment method, the Telecommunicator is able to refresh and update the Text Caller's location a minimum of ten (10) times.
- 12. The service utilizes all available Geographic Information System (GIS) PSAP jurisdictional shape file data within ten (10) business days of receipt and integrate any GIS based updates for accurate routing of the Text to 9-1-1 sessions.
- 13. The service allows text messages to be transferred between any deployed PSAPs at will, no matter what text deployment method.
- 14. The service allows the Telecommunicator to select the transfer-to PSAP without the TCC changing the desired selection. The TCC does not re-acquire the location and base the transfer on potential new coarse location.

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# SERVICES (Cont'd)

## EMERGENCY SERVICES (Cont'd)

- 15. The service provides text transfers to all PSAPs live with Text to 9-1-1 within California and allows for a text session to be transferred a minimum of five (5) times. The service provides auto-population of the text being transferred with a text supplement message stating 'PSAP A transferring a text session call to PSAP B'. The service provides confirmation of successful text transfer to the initiating PSAP and shall be captured in the text session history.
- 16. The service provides for the original PSAP to retain control of the text session if the transfer is unsuccessful. A notice of "FAILED TRANSFER" notification including the PSAP name and is included within the Texter's session history.
- 17. The service provides updated location information of the texter to the transferred-to PSAP, upon request from the Telecommunicator, if available from the Wireless Carrier.
- 18. The service allows the Telecommunicator to hand over control of the texting conversation to another Telecommunicator in the same PSAP. This is applicable to the Web Based service only.
- 19. The Company sends an "end of Text session" message to the texter when the Telecommunicator closes the text session, such as depressing the end text session button at the PSAP.
- 20. Training to the PSAP Telecommunicator includes all features on how to transfer a text session, including how to retrieve text session if it cannot be transferred and obtain updated location information.
- 21. The service is functional on all PSAP CPE: Standalone or Host-Remote configurations, which permit the use for the deployment method chosen by the PSAP.
- 22. The Company provides all staff required to implement all services within the Text to 9-1-1 contract including a single point of contact and technician.
- 23. The service interfaces all text session detail records to the incumbent CA 9-1-1 Call Detail Record Management & Reports system (CDRMR), which is available to all PSAPs. The service coordinates and burdens all associated costs to connect and provide all the Call Detail Record/Text detail/transcripts Records via the Text Control Module and sends all the text detail/transcript information. Irrespective of whether the text session is closed, or still open, every 15 minutes or less, the data is made available to the CDRMR system in XML format.
- 24. The Company's facilities that will perform services as part of this contract are housed in the United States.
- 25. For the on-site deployment, the Company provides a Single Point of Contact and technical expertise to work directly with the PSAP's IT department so that the network, firewall, and connection is established as needed. The connection to the PSAP is provided using a NG9-1-1 Trunk, but coordination with the PSAP's IT department is required.
- 26. The web text service provides the Telecommunicator with a Graphical User Interface (GUI) within the web browser.
- 27. The web text service presents the Telecommunicator, at a minimum, with the status of the following categories as described below #1-4.
  - 1) Number of Active Text to 9-1-1 sessions at the PSAP in total.
  - 2) Number of Text to 9-1-1 sessions unassigned to a Telecommunicator.
  - 3) Number of Telecommunicators logged on.
  - 4) Number of Text to 9-1-1 sessions assigned to each Telecommunicator logged on.

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# <u>SERVICES</u> (Cont'd)

## EMERGENCY SERVICES (Cont'd)

- 28. For Web-based text solutions, an administrative portal is accessible 24x7x365 to PSAP administrators for all of the following (at a minimum) as described below #1-9.
  - 1) Activate text re-route to another PSAP
  - 2) Add or delete number from deny list
  - 3) Overflow functionality
  - 4) Time of day routing
  - 5) View text session conversation history
  - 6) Manage users (add or delete)
  - 7) Reset passwords
  - 8) Manage preset messages
  - 9) Manage PSAP transfer list (add or delete PSAPs)
- 29. The web text service provides a URL to enter a user name and password for secure access. The service provides the PSAP the ability to define unique User IDs and passwords for each Telecommunicator. This does not require a security device (FOB) to access the web browser. Nor an email address for login. Upon login, the service sends notification via the CDRMR system for PSAP login status.
- 30. The web text service provides a logout method. Upon logout, the service sends notification via the CDRMR system for PSAP login status. If the web browser is closed by the Telecommunicator, the service automatically logs the dispatcher out. If a PSAP has no Telecommunicator's logged in, the service logs the date and time, and provides a summary in a monthly report.
- 31. The web text service provides a flat map with a user optional on/off aerial satellite display if available at the PSAP. The map shows the lat/lon of the texter by a pin icon provided by the originating service provider along with the uncertainty (meters) and confidence (%) if delivered with text by OSP/TCC.
- 32. The service provides the PSAP Administrator the ability to define a minimum of 20 sortable PSAP messages based upon the PSAPs prioritization and the ability to define what each preset message says with a minimum of 160 characters.
- 33. The Web Based text service provides the Telecommunicator, on their text screen, with an alphabetized drop-down menu of PSAPs, to which the text session can be transferred.
- 34. The transferred text conversation from the original PSAP is color coded or 'marked' when received at the next PSAP allowing the Telecommunicator to differentiate with communications were conducted by their PSAP and which were conducted by another PSAP. The transferred text session to next PSAP, contains the complete history of initial text session history, and the name of the sending PSAP.
- 35. The Web Based Text to 9-1-1 provides the Telecommunicator, at a minimum, the last 10 text sessions, for the entire PSAP.
- 36. The Web Based Text to 9-1-1 service provides the PSAP with a choice of at least three unique notification tones, which are PSAP selectable along with the associated volume. The service provides

every initial incoming text message a distinctive audio tone, even if subsequent texts arrive at a Telecommunicator with a text session already open. The audio tone is mandatory on the first text. The distinctive audio tone repeats every 30 seconds, until the initial text session is answered.

37. The Web Based Text to 9-1-1 service is available on the following internet platforms: Currently supported versions of Internet Explorer, Google Chrome and Firefox. If a security concern is identified, the PSAP and CA 911 Branch is notified in writing.

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# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

- 38. The Company has personnel available to work directly with the CPE provider for the integrated service so that the network, firewall, and connection is established.
- 39. The integrated text service interfaces, using NENA i3 with the text ready CPE Providers, as listed on the CA 9-1-1 Contract number 8500-2016 at www.caloes.ca.gov. The service allows the text messages to display at every Telecommunicator workstation as described below #1-4.
  - 1) The intergrated text service interfaces to the future State managed ESINets.
  - 2) Initial tests between the Company and the ESINet is accommodated to ensure connectivity.
  - 3) If the ESInet is available and the PSAP's CPE is text ready, the service delivers to the ESINet entry point.
  - 4) The ESINet connection for each PSAP does not depend on the number of Telecommunicator positions.
- 40. The integrated text service provides a secure firewall to interface to an IP secure connection (internet) at the PSAP.
- 41. An administrative portal is accessible 24x7x365 to PSAP administrators for all of the following (at a minimum) as described below #1-5.
  - 1) Activate text re-route to another PSAP
  - 2) Add or delete number from deny list
  - 3) Overflow functionality
  - 4) Time of day routing
  - 5) View text session conversation history
- 42. Integrated ACD Functionality, the service for an Integrated deployment arrives on a specific path uniquely identified.
- 43. The Company has personnel that will be responsible to coordinate all efforts with the CPE provider for PSAP deployments including but not limited to establishing the connection and handoff between the integrated text service and the CPE provider.
- 44. The Single Point of Contact may have additional duties not defined but will be required as mutually agreed upon by the Company and Customer
- 45. The service provides transaction of text messages, in the form of the complete text session transcript and store text sessions for a minimum of two (2) years and has a method for the PSAP to retrieve and archive session transcripts via the PSAP Admin Portal and has the appropriate security considerations and Privacy Act measures in place to protect the confidentiality and accidental release of the information contained in the text messages. The reporting information is formatted to the specification of the reporting tool used by Customer.
- 46. The Company will transition all PSAPs in California currently accepting Text to 9-1-1 within 12 months of contract award and accepted Project Deployment Plan.
- 47. The service re-routes text sessions to another PSAP if there is a service failure and if the receiving

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- PSAP approves to receive the additional text sessions at that time.
- 48. The web browser service and integrated solution provides as an application for use at the PSAP via a NG9-1-1 Trunk.

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# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

# PRIME ALERT AND WARNING SERVICES

- 1. The NG9-1-1 Alert and Warning System (NG9-1-1 AWS) publishes public safety emergency alerts to the targeted geographic area using a 9-1-1 data, self-registration data, and local uploaded contact data.
- 2. The NG9-1-1 AWS distributes recorded voice, text-to-voice, text message, email and fax notifications to a list of contacts, not using GIS map data.
- 3. The NG9-1-1 AWS includes public safety personnel notifications based on local pre-determined protocol.
- 4. The NG9-1-1 AWS includes the capability to interface with and send emergency alerts and warings through the Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System (IPAWS) in accordance with the IPAWS Open Platform for Emergency Networks (OPEN) IPAWS-OPEN Web-Service Interface Design Guidance document available from FEMA by request sent to IPAWS@fema.dhs.gov.
- 5. The NG9-1-1 AWS distributes recorded voice, Text-to-Voice, text message, email, and fax notifications to an area identified by a GIS polygon or predefined GIS tool.
- 6. The NG9-1-1 AWS includes a self-registration portal allowing users to create secure login credentials and has 24x7x365 access to update, edit and/or delete contact information for any device capable of receiving alerts and warnings.
- 7. The NG9-1-1 AWS portal allows users to select five (5) separate valid address locations, within California, to be registered to receive emergency alert notifications.
- 8. The NG9-1-1 AWS ingests local, regional and/or state customized shapefiles that conform to statewide GIS dataset used for NG9-1-1. Customized shapefiles loaded in to the system are available to use on the map to select contact data to publish an emergency alert.
- 9. The NG9-1-1 AWS provides an import function to support importing local, county, regional and/or state customized data in a .csv format from existing alert and warning software and tools used by local, region, county or state agencies.
- 10. The NG9-1-1 AWS includes an On-line training portal and all training materials are maintained on-line.
- 11. The NG9-1-1 AWS provides a web-based application for Alert and Warnings that provides jurisdiction initiated alerts and is fully integrated with the NG9-1-1 core services, CPE, and CAD.
- 12. The NG9-1-1 AWS provides user login credentials for all local, regional or state users within California using a hierarchical structure for credential management. The credential management system aligns with Customer Statewide Emergency Management System Guidelines and is aligned with statewide GIS dataset polygons.
- 13. The NG9-1-1 AWS integrates with the statewide GIS dataset used for 9-1-1 call routing with the ability to draw an alert and warning polygon within a jurisdictional boundary.

- 14. The NG9-1-1 AWS saves notification details for reuse in the future or to preplan for alert and warning scenarios.
- 15. The NG9-1-1 AWS interface includes the ability to submit corrections to errors found in the address/phone records.
- 16. The NG9-1-1 AWS includes a self registration portal for users to register VOIP, wireless, landline and other devices capable of receiving alerts and warnings via a web-based portal.
- 17. The NG9-1-1 AWS publishes notifications using voice, data, to include email, SMS and/or MMS message alerts.

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# <u>SERVICES</u> (Cont'd)

## EMERGENCY SERVICES (Cont'd)

- 18. The NG9-1-1 AWS visually displays and records the count of phone numbers for the associated polygon.
- 19. The NG9-1-1 AWS excludes either a Do Not Call group, or any other predefined list including a list already used.
- 20. The NG9-1-1 AWS provides the ability to set unique ANI (Caller ID number) on the fly, per message.
- 21. The NG9-1-1 AWS provides the ability to display proper Caller-ID for those receiving the alert and warning based on a user-definable phone number.
- 22. The NG9-1-1 AWS uploads .wav or other files of prerecorded messages.
- 23. The NG9-1-1 AWS provides validation of successful method/connection was completed that includes timestamp and validation that attempts were not made after successful delivery.
- 24. The NG9-1-1 AWS includes the ability to build complex contact groups.
- 25. The NG9-1-1 AWS includes the ability to route messages through a call routing tree.
- 26. The NG9-1-1 AWS includes detailed reports for all published notifications.
- 27. The NG9-1-1 AWS publishes pre-defined notifications with response capabilities for the recipient.
- 28. The NG9-1-1 AWS includes detailed reporting analytics that can be used to validate sending and receiving of alert and warnings, success rate of delivery and results.
- 29. The NG9-1-1 AWS provides a credentialing system that will validate User/role-based securities/permissions e.g., ability to restrict users to only maintenance, or allow calling campaigns as validated by Customer.
- 30. The NG9-1-1 AWS includes 24x7x365 support and all trouble tickets are processed through the Prime Network Service Provider ticket system.
- 31. The NG9-1-1 AWS includes training for all users in the Train-the-Trainer format. Training includes requirements for each identified user role in the system.
- 32. The NG9-1-1 AWS provides capability to send up to 250,000 alerts and warnings per minute. The capability facilitates limitations in the carrier's ability to send alerts and warnings.
- 33. The NG9-1-1 AWS interfaces with California Earthquake Early Warning system and provides the ability to send out the notification.
- 34. The Company provides capability to support an API that can be used by both 9-1-1 call handling and/or Computer Aided Dispatch and/or an additional platform to display the polygon for the alert and upon the dispatcher clicking on the polygon will display key information.
- 35. The NG9-1-1 AWS provides the capability for Customer to monitor all existing and previous alerts and warnings sent through the NG9-1-1 AWS.
- 36. The Company provides outage notifications with duration to system monitoring dashboard.

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# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

# **REGION FUNCTIONS AND SERVICES**

- 1. The Company does not charge OSPs, 9-1-1 Service Providers, PSAPs, CPE providers, or any other service provider from ingress to egress of the 9-1-1 traffic, as these services in their entirety are paid for by the State of California.
- 2. The Company implements NENA i3 standards and CPE delivery standards, as directed by the Customer, for each of the defined regions to support CA statewide interoperability.
- 3. The Company has two (2) geographically diverse Cores, and may also provide the cloud based equivalent, dedicated to California with demonstrated capability that provides 99.999% reliability.
- 4. The Company provides overall management and direction of standards and best practices for consistency of 9-1-1 traffic between the Regions and Prime based on direction from Customer and the selected Prime NG9-1-1 vendor.
- 5. The Company processes and routes any 9-1-1 traffic within California for the region awarded, including the 9-1-1 traffic transferred from the Prime to the Company awarded region.
- 6. The Company processes and routes all wireless, AT&T wireline, Consolidated Communications wireline, and Frontier wireline OSP traffic in the Region awarded in the State of California, and any other regional OSP traffic that is not routed by the Prime.
- 7. The Company is responsible to either pull, or receive a push of the centralized policy routing instructions maintained by the Prime that will be used in all of the regions.
- 8. The Company is responsible for notifying Customer of updates needed to Policy Routing in the Company awarded region.
- 9. The Company provides security and firewalls needed to protect the NG9-1-1 Services in accordance with NENA NG-SEC 75-001. The Company detects, prevents, and reports TDOS, DDOS, and any other Cyber attacks.
- 10. The Company allows the Customer, utilizing a third-party vendor, to validate network security for all NG9-1-1 Services in accordance with NENA NG-SEC 75-001 and subsequent standards.
- 11. The Company implements the current NENA approved security standard (NENA-INF-015.1-2016, NENA 75-001, NENA 75-502) Security for Next Generation 9-1-1 Standard (NG-SEC) Standard and the associated NENA Next Generation 9-1-1 Security (NENA-INF023.1-2017, NENA 75-002-NG-SEC Audit Checklist). As the NENA security requirements evolve and mature and at the request of Customer, the Company provides plans to implement updates, adjustments, or modifications to

maintain compliance with the current NENA security standard. The Company monitors additional security repositiories to identify threats and vulnerabilities to the system in the context of avoiding cybersecurity issues. The Company utilizes sites such as <u>https://cve.mitre.org/</u>, https://nvd.nist.gov/, and <u>https://www.us-cert.gov/</u> to assist in the identification and analysis of potential vulnerabilities within the NGCS. Once the Company has identified a vulnerability or a threat, the Company performs the initial and emergency response to the security event and will provide the Customer a document describing the measure taken, and any additional implementation plans to fully avoid a breach within no more than 24 hours.

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# SERVICES (Cont'd)

## EMERGENCY SERVICES (Cont'd)

- 12. The Company supplies a Configuration Management Database that documents all of the software, systems, network protocols, port usage, and relevant system related information in a mutually agreed upon format with the Customer. The Configuration Database includes a linkage to the change management process to ensure that any change request that is implemented results in an update to the configuration management database. The Company follows industry standards best practices such as ITIL or the equivalent, and maintains a Configuration Management Database that is accessible by the Customer. Items included in the Configuratio Management Database are:
  - Bandwidth at each interface
  - Capacity and demand management as adjustments to the interfaces
  - Access management and any adjustments to the identification and access management to the NGCS
  - Service Level and Performance adjustments to adhere to the SLA
  - Security changes and adjustments Physical and Operational
  - Configuration database dashboard or other medthod to allow real time access ot he Customer
  - As-built information contained in the system as the baseline configuration to provide a historical reference to the system "as delivered"
- 13. The Company provides 9-1-1 traffic flow architecture from ingress to egress.
- 14. The Company interfaces with the selected Prime NG9-1-1 vendor at each PSAP, as directed by Customer.
- 15. The Company works with the OSPs to validate the LVF maintained by the Prime Network Service Provider so the Company can verify that civic addresses will return PSAP or emergency responder URIs. The LVF is made available via an LVF proxy in the public internet in a secure controlled manner provided by the Prime Network Service Provider. The Company LVF receives updates from the Prime Network Service Provider.
- 16. The Company connects to the Prime and comply with interoperability as directed by the Prime at the direction of the Customer.
- 17. The Company utilizes the Prime Network Service Provider defined and Customer approved interface at aggregation, between region and prime, at PSAP and for all other interoperability interfaces.
- 18. The Company supports Location Based Routing using location data provided by either an Originating Service Provider, a device operating system, or a location clearing house as directed by Customer.
- 19. The Company supports the NENA i3 standards and guarantees a non-proprietary solution that supports

interoperability.

- 20. The Company provides services to process location data integration similr to Advanced Mobile Location (AML) for emergency location-based service that can support Data SMS and HTTPS data message formats and shall integrate the data as supplemental location information integrated into CPE that is capable of displaying the best available geolocation of the caller to a dedicated end-point as determined by the Customer.
- 21. The Company connects into the network master clock provided by the Prime Network Service Provider. The Prime Network Service Provider meets the NENA PSAP Master Clock Standard.
- 22. The Company provides a connection using an NG9-1-1 Trunk to the Customer NG9-1-1 Lab and participates in all acceptance testing in the NG9-1-1 Lab environment or in other mutually agreed upon laboratory locations.
- 23. The Company supports and maintains a trouble ticket e-bonding with Prime Network Service Provider.

# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

## **REGION NEXT GENERATION CORE SERVICES**

- 1. The Company uses a multi-layered redundancy of systems, software, and facilities with no single point of failure.
- 2. The Company provides the ability to update all system components including but not limited to routers, router tables, servers, NG Core Services and all NG9-1-1 functions without any loss of service 24x7x365.
- 3. The Company is responsible to log all 9-1-1 metadata traffic for the Company awarded region.
- 4. The Company provides NENA i3 logging for all functional elements within the NGCS.
- 5. The Company is responsible to send i3 logging data and other system monitoring data from the Company awarded region to the Prime Network Service Provider.
- 6. The Company utilizes SIP metadata and i3 logging to monitor, track, and verify data flow.
- 7. The Company provides a data push and/or pull of i3 logging data to and from Prime NG9-1-1 Service Provider.
- 8. The Company provides NG9-1-1 services built upon the NENA i3 requirements and standards documents. The Company's NENA i3 solution supports end to end IP connectivity. The Company uses gateways to accommodate legacy wireline and wireless origination networks as well as legacy PSAPs that interconnect to the NENA i3 solution architecture.
- 9. The Company provides an Emergency Call Routing Function (ECRF) and Location Validation Functions (LVF) that comply with GIS standards that include but not be limited to NENA STA-010.2-2016 Detailed Functional and Interface Standards for the NENA i3 Solution.
- 10. The Company provides Emergency Service Routing Proxy (ESRP) to perform the IP routing of all calls through the NG9-1-1 system based on information from the SIP header.
- 11. The Company provides a PRF which is functional component of an ESRP that determines the next hop in the SIP signaling path using the policy of the nominal next element determined by querying the ECRF with the location of the emergency calling party.
- 12. The Company is capable of transferring calls utilizing functions like ECRF/PRF, to/from the Prime NG Service Provider or PSTN including the delivery of accurate emergency calling party location information.

- 13. The Company utilizes the Border Control Function (BCF) as part of the NGCS to manage network edge control and SIP message handling in accordance with the NENA i3 requirements.
- 14. The Company utilizes the BCF, both ingress and egress, to support the following security related techniques including Monitoring, Dectections, Prevention, and Response.
- 15. The Company provides at least two (2) ECRF/LVF instances utilized for the NGCS.
- 16. The Company provides a dashboard to display and report the health of the Prime and Regional networks from ingress to egress. The Company provides QoS information, per NENA i3 standards.
- 17. The Company includes a Real Time Network Outage Monitoring and Reporting for Regions to support failover interoperability and 9-1-1 traffic, show network uptime and downtime duration in the dashboard.

# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

- 18. The Company monitors all 9-1-1 traffic to ensure that SLAs are being met in the dashboard.
- 19. The Company provides the Customer access to Dashboard Monitoring and statistical data and printable reports.
- 20. The Company retains all network, CDR and 9-1-1 traffic metadata for a period of ten (10) years.
- 21. The Company logs and reports all 9-1-1 traffic.
- 22. The Company provides the Customer access to Dashboard Monitoring and statistical data and printable reports. The Company's Dashboard Monitoring system is not a national Network Operations Center (NOC) or consolidated NOC. The Dashboard Monitoring System has dedicated resources for California to support all work contracted and/or provided under tariff.
- 23. The Company provides the ability to dispatch technical support to any leation where the contractor has equipment within 30 minutes of notifying the technician of an outage that requires on-site technical support.
- 24. The Company provides a point of contact, with a toll-free number, 365x24x7 for Customer personnel and PSAP personnel to report trouble on the Prime NG9-1-1 Services.
- 25. The Company complies with NENA i3 PSAP integration standards established by Customer that align with the NG9-1-1 Prime Selected Vendor integration standard.
- 26. Where the NENA i3 standard does not clearly define technical details, the Company complies with Customer and NG 9-1-1 Prime Network Service Provider standards.
- 27. The Company provides the data needed from the Prime Network Service Provider LDB and Prime Network Service Provider LVF to support the Regional Network Service Provider LVF validation function of the Regional Network Service Provider to ensure the LoST protocol is supported. The Company's goal is to ensure that the Prime Network Service Provider remains the authoritative source for the LoST protocol.

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# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

## REGION AGGREGATION SERVICES

- 1. The Company, as the Region Network Service Provider, has a CPCN and this document is the tariff filing. The Company will ensure that if a subcontractor is used for providing aggregation services that they have a CPCN and tariff filing.
- 2. The Company provides OSP traffic aggregation service for all wireless, AT&T wireline, Consolidated Communications Wireline, and Frontier wireline OSPs in the Company awarded Region in the State of California.
- 3. The Company has a minimum of two (2) georgraphically diverse aggregation locations per Customer defined NG Region.
- 4. The Company has a minimum of two (2) POIs per CA 9-1-1 Branch defined NG Region.
- 5. The Company connects to each of the Prime Aggregation Service providers to support the ingress of OSP traffic.
- 6. The Company provides the ability to determine if Regional core services are available to reach PSAPs before sending to Region, if PSAP is not reachable then the Company sends to Prime for delivery to PSAP.
- 7. The Company conforms to integration standards developed by Customer and the NG9-1-1 Prime selected vendor for aggregation.
- 8. The Company provides outage notifications to Customer.
- 9. The Company provides outage notifications with duration to system monitoring dashboard.

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# SERVICES (Cont'd)

# EMERGENCY SERVICES (Cont'd)

## **REGION NG9-1-1 TRUNK SERVICES**

- 1. The Company complies with NENA i3 standards for 9-1-1 traffic delivery. NENA-STA-010.2-2016 and later versions.
- 2. The Company's NG9-1-1 Trunks Service is designed with carrier and physical diversity. The Customer understandstands that all bandwidths for NG9-1-1 trunks may not be supported at all PSAPs and will work with the Regional Network Service Providers to determine path diversity. For each of the PSAP locations the individual circuits being provisioned ot the site, by Regional Service Network Provider, meets Customer carrier diversity/redundancy standards. Customer is the sole arbitrator in determining their approval of the proposed circuit provider, the route, and PSAP point of entry or other guidelines they deem essential to deliver redundancy.
- 3. The Company's NG9-1-1 Trunk Service allows for 9-1-1 call isolation by stream or channel or via other means to enable the tracking of 9-1-1 traffic from ingress at the OSP to egress at the PSAP or to the Prime Network Service Provider.
- 4. The Company's NG9-1-1 Trunk Service supports a minimum of 10Mbps throughput to each PSAP, unless directed by Customer.
- 5. The Company utilizes NG9-1-1 Trunk Service to connect to all California PSAPs, to the Prime NG Core Service provider, to aggregation, and all other interfaces.
- 6. The Company transports NG9-1-1 traffic and other 9-1-1 related traffic included but not limited to NG9-1-1 Alert and Warning, as directed by Customer.
- 7. The Company provides the ability to monitor throughput statistics in real time.
- 8. The Company provides outage notifications to Customer.
- 9. The Company provides outage notifications with duration to system monitoring dashboard.
- 10. The Company provides a private hosted SDWAN Controller by Regional Network Service Provider that integrates with the Prime Network Service Provider accessible over private network, including secure connectivity, trust and identity, and threat defense for PSAP to OSP/SaaS applications.
- 11. The Company's SD WAN includes transport independence. The Company's centrally managed and shared VPN schema across any WAN circuit (i.e. CAPSNET Microwave, LTE, MPLS, broadband, etc.) and supports flexible VPN extension to all end points (IaaS, PSAP branch, PSAP DC).
- 12. The Company provides a secure SD WAN architecture that supports open security standards such as IPsec.

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# <u>SERVICES</u> (Cont'd)

# EMERGENCY SERVICES (Cont'd)

# REGION STATEWIDE GIS SERVICES

- 1. The Company utilizes the statewide GIS database maintained and updated by the NG9-1-1 Prime Network Service Provider to update the Prime Network Service Provider ECRF for routing all 9-1-1 traffic.
- 2. The Company complies with GIS standards including, but not limited to, NENA NG9-1-1 GIS Data Model, NENA 02-010, and NENA 02-014 and all subsequent updates.
- 3. The Company receives updates to the GIS database from the Prime Network Service Provider, without disruption of ECRF LoST service. Updates are completed at a minimum daily and are capable of receiving data updates 24x7x365 and provides confirmation receipt of data within 4 hours.
- 4. The GIS tools provide a maintenance function to allow jurisdictions to upload the data that is consumed by the ECRF and LVF to ensure proper routing of calls.
- 5. The Company interfaces with the statewide 9-1-1 GIS synchronization and 9-1-1 database normalization.
- 6. The Company utilizes the Prime Network Service Provider database management services needed for NG9-1-1 traffic delivery.
- 7. The Company routes any type of 9-1-1 traffic to the appropriate PSAP based on geospatial data.
- 8. The Company provides on demand reports, performance measurements, discrepancy tracking, for GIS quality assurance and system status.
- 9. The Company provides a dashboard or other tools to view system operation and data metrics.
- 10. The Company provides outage notifications to the Customer.
- 11. The Company provides outage notifications with duration to system monitoring dashboard.

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# SERVICES (Cont'd)

# LIFELINE SERVICE

1. <u>Applicability</u>

These rates are applicable to Universal Lifeline Telephone Service ("LifeLine") provided to eligible Basic Service Subscribers. (The Company does not currently offer Basic Service or LifeLine.)

- <u>Territory</u>
   Within the base rate areas of all local exchanges within the company's local exchange service territory.
   (The Company does not currently offer Basic Service or LifeLine.)
- 3. <u>Rates</u> (The Company does not currently offer Basic Service or LifeLine.)

	a. Initial Service Connection (per connection) <sup>1</sup>	
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- b. Service Conversion (per conversion)<sup>2</sup>
- c. Flat Rate  $(per month)^3$
- d. Measured Rate (per month)

50% of standard Basic Service Rate 50% of standard Basic Service Rate

\$10.00

\$10.00

- Measured Rate Service Usage Rates for Calls
  Between Points in Subscriber's Local Calling
  Area Over 60 Call Monthly Allowance (per message)<sup>4</sup>: \$0.08
- f. Calls to points outside of the Local Calling Area (ZUM Zones 1&2) are subject to standard Basic Service tariff rates.
- g. LifeLine Subscribers will not be charged for toll-limitation service.
- h. LifeLine Subscribers will not be assessed Universal Lifeline Telephone Service ("ULTS") surcharge, California High Cost Fund ("CHCF")-A surcharge, CHCF-B surcharge, California Relay Service/Communications Device Fund ("CRS/CDF") surcharge, or California Teleconnect Fund ("CTF") surcharge.
- i. Lifeline Subscribers will receive a credit equal to 100% of Company's End User Common Line (EUCL) charge, if any.

Notes:

1	Charge applies to a	ll qualifying ho	useholds residing at the	he same address, and any
	o o o rr			

time a qualifying household establishes LifeLine, re-establishes LifeLine at the same residence to which LifeLine was previously provided, establishes LifeLine at a new residence, or switches LifeLine from one utility to another. Charge may be paid in three equal monthly installments, without an interest charge. Late payment of any installment shall be subject to late payment charges in accordance with this tariff.

<sup>2</sup> Charge applicable each time a LifeLine Subscriber requests a change in the class, type, or grade of service, including requests to change from Foreign Exchange Service. There is no limit on the number of times a LifeLine Subscriber may effect a change in the class, type, or grade of service at this rate.

<sup>3</sup> Includes unlimited calling between points in Subscriber's local calling area.

<sup>4</sup> Includes allowance of 60 untimed local calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

# <u>SERVICES</u> (Cont'd)

### <u>LIFELINE SERVICE</u> (continued)

#### 4. <u>Special Terms and Conditions</u>

a. LifeLine is provided only to the Subscriber's principal residence. The Subscriber's principal residence comprises the entire portion of the Subscriber's house, building, flat, apartment, or apartment (a dwelling unit) occupied entirely by a single household as that term is defined by the rules. A room or portion of a dwelling unit occupied exclusively by a household not sharing equally as a member of the domestic establishment may be considered a separate residence for purposes of establishing that individual's eligibility for LifeLine.

b. The principal residence of a Subscriber to LifeLine must not be served by more than one LifeLine line except as otherwise provided herein. A household shall be eligible to receive two LifeLine lines if: (a) the household meets all LifeLine eligibility criteria; (b) the household has a disabled member who has immediate and continuous access to a TTY within the household; and (c) the TTY is issued by the DDTP or the disabled member submits to the CertA a medical certificate indicating the member's need for a TTY. All LifeLine rules and regulations that apply to the one ULTS line shall apply equally to the second LifeLine line provided to a household.

**c.** LifeLine is available only to Subscribers who meet either the income-based criterion or the program-based criterion for LifeLine service, as established by the Commission or the Federal Communications Commission. Eligible Subscribers will receive specified credits based on their eligibility under the state and federal programs. No person who is claimed as a dependent on another person's income tax return is eligible for LifeLine.

The California Public Utilities Commission develops the eligibility requirements for qualified households to receive the California LifeLine discounts. The eligibility requirements for federal Lifeline and California LifeLine can be found at <u>http://www.cpuc.ca.gov/lifeline/</u> and <u>https://www.californialifeline.com/en/eligibility\_requirements</u>.

d. Each Subscriber enrolling in the LifeLine program is subject to a certification process administered by CertA, except that a Subscriber who previously has been certified while participating in the program and has maintained eligibility for the program in all respects will not be required to go through the certification process in order to change carriers or to establish service at a new principal residence.

e. The Subscriber will not be furnished service under the LifeLine program until the Company is notified by the CertA of the Subscriber's eligibility. Prior to such notification by the CertA, service provided to the Subscriber shall be subject to the Company's regular rates, terms, and conditions of service, including deposit requirements; provided, however, that the Subscriber shall have the option of paying the nonrecurring basic service establishment charge and basic service deposit in three equal monthly installments, with no interest charge. This installment payment option does not apply to any nonrecurring charges or any portion of a deposit that applies to requests for toll service, custom calling features, or other non-basic services. Upon receipt of notification from the CertA that the Subscriber is eligible for service under the LifeLine program, the Company shall credit the Subscriber for LifeLine discounts for the period beginning with the LifeLine Service Start Date or, at the Subscriber's option if the net credit would be at least \$10.00, issue a refund check in the amount of such discounts. For the purpose of calculating such discounts, the Lifeline Service Start Date means: (i) in the case of a Subscriber who, at the time the request for LifeLine service is made is not an existing Subscriber to the Company's local exchange service, the date that the Company begins providing local exchange service to the Subscriber; and (ii) in the case of a Subscriber who, at the time the request for LifeLine service is made is an existing Subscriber to the Company's local exchange service, the date of such request.

# <u>SERVICES</u> (Cont'd)

## LIFELINE SERVICE (continued)

#### 4. <u>Special Terms and Conditions</u> (continued)

f. Each Subscriber to LifeLine must annually verify his or her eligibility for LifeLine under either the income-based criterion or the program-based criterion in accordance with the processes administered by the CertA. In the event the Company is notified by the CertA that the Subscriber has failed to meet or comply with the verification requirements, the Subscriber will be removed from the LifeLine program and converted to regular service, effective as of the removal date specified by the CertA. Subscribers who wish to re-establish LifeLine service after removal from the program will be treated as new Subscribers, subject to the certification process and payment of a conversion charge. The LifeLine discounts will not be applied retroactively to the date of removal.

g. Except as provided in paragraph f, no deposit or other form of security will be required of an Applicant for LifeLine unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any California local exchange carrier. Any Applicant who was previously a Subscriber of the Company and who owes any amount to the Company for residential service will be required to pay the entire unpaid balance as well as establish credit before service will be provided. A Subscriber whose service has been discontinued for nonpayment of the Company's bills will be required to pay any unpaid balance due the Company for service to the premises at which service is to be restored, to pay a reconnection charge, and to pay a deposit before service is restored.

h. Each Subscriber to LifeLine must notify the Company when he or she no longer qualifies for LifeLine or a second LifeLine line, or if the service no longer meets the household's needs. Upon receipt of such notification, the Company will change the service to the regular tariffed rates for the service furnished. No conversion charge will be applicable for this change in service.

i. The Commission or the Commission's agent may audit and verify a Subscriber's eligibility to participate in the LifeLine program. Upon receipt of notification form the Commission or the Commission's agent that the Subscriber is not eligible for service under the LifeLine program, the Company will change the service to the regular tariffed rates for the service furnished. No conversion charge will be applicable for this change in service; but, the Company may require a deposit, if applicable. The Commission or the Commission's agent may bill the Subscriber for any LifeLine discounts the Subscriber should not have received during the period covered by the audit, plus interest in accordance with the Three-Month Commercial Paper Rate.

j. Notwithstanding any restrictions set forth in this tariff relating to disclosure of non-published customer information, the Company shall provide LifeLine Subscriber information to the CertA, as required by, and in accordance with, Commission requirements.