

## **Operating Procedures Applicable to Lifeline Basic Universal Service Offering of Amerimex Communications Corp., D/B/A SafetyNet Wireless**

### **A. ACCESS TO RECORDS.**

All records required by these procedures pertaining to Amerimex Communications Corp. ("Amerimex") Lifeline Basic Universal Service (LBUS) offering shall be made available to the Commission or its authorized representatives at any time upon request.

### **B. RETENTION OF RECORDS.**

Unless otherwise authorized by the Colorado Public Utilities Commission ("Commission") or required by federal or state regulations or law, all records required by these procedures pertaining to Amerimex's LBUS offering shall be preserved for the period of time specified by Rule 4 CCR 723-2-2005 of the Rules Regulating Telecommunications Providers, Services, and Products, but in no event less than a minimum of 24 months after the date of entry of the record or for any longer period of time specified by FCC rule or order or Commission rule, whichever is longer.

### **C. SERVICE AREA.**

Exhibit 1 (a.k.a. Exhibit 5 to the Application) to the Stipulation depicts the non-rural exchanges where Amerimex is designated for Eligible Telecommunication Carrier ("ETC") status.

### **D. RECORDS OF COMPLAINTS**

1. Amerimex shall maintain an accurate record of all oral and written complaints made by its customers regarding its service, or rates and charges. This record shall include the name and address of the customer or complainant, the time, date and nature of the complaint, the action taken to clear trouble, and the date and time of trouble clearance.
2. The record of complaints shall be categorized to indicate to Amerimex and to the Commission whether any particular customer encounters the same difficulties frequently, in terms of complaints per month, including customer trouble reports, whether a large number or percentage of all complaints from different customers arise from the same irregularity in service, with 5 percent or more of all complaints over a three month period being considered significant, or whether some phase of the construction, equipment, maintenance or operation are causing the complaints.

3. For any unresolved complaints or customer questions, Amerimex shall direct its personnel engaged in initial contact with an applicant or Customer in which dissatisfaction with the decision or explanation by the personnel is expressed, to inform the Customer of the right to have the problem considered by Amerimex. If the applicant or Customer continues to express dissatisfaction after the supervisory personnel have addressed the problem, Amerimex shall further direct the supervisory personnel to provide the complainant with information that they may contact the External Affairs Section of the Commission at Colorado Public Utilities Commission, Consumer Affairs, 1560 Broadway, Suite 250, Denver Colorado 80202, Phone 303-894-2070 or 800-456- 0858, fax number 303-894-2532 or by e-mail to dora\_puc\_complaints@state.co.us for further review of an unresolved problem. Amerimex shall post on its website the contact information of the External Affairs Section of the Commission.

**E. DESIGNATED SERVICE AREA.**

Amerimex shall file an application with the Commission for expansion of its ETC designation service area if it increases its service area beyond the boundaries of the wire centers or exchanges listed in Attachment 1 to this Stipulation. Absent authorization from the Commission, Amerimex shall not serve eligible Lifeline customers in the portions of those wire centers or exchanges beyond those listed in Attachment 1 herein.

**F. HELD SERVICE APPLICATIONS**

1. During periods of time, if any, when Amerimex may not be able to supply service to customers in Amerimex's Designated Service Area, described in Paragraph E above, within ten (10) calendar days of the date of approval of their eligibility), Amerimex shall keep a record for its Designated Service Area showing the name and address of each applicant for service, the date of application, the class type and grade of service applied for, (e.g., first line or additional line), together with the reason for the delay in providing the service to the applicant, and the expected date of service.
2. All Lifeline customers who have not been delivered a telephone and assigned a telephone number within ten (10) calendar days of the date of approval of their eligibility shall be provided a written or email notice by Amerimex, stating the order number assigned by Amerimex to the application for service, the general status of the order, and a phone number to call with questions. This notice shall be postmarked or sent via email on or before the 15<sup>th</sup> day after the date of approval of their eligibility by Amerimex.

3. Under circumstances where the period to provide Lifeline service exceed 30 calendar days, Amerimex shall file a letter with the Commission stating the circumstances causing the delay, explaining whether such circumstances are beyond Amerimex's control, and providing an estimate of the time necessary to provide service. This letter shall be filed with the Director by the last business day of the following month.

## **G. SERVICE INTERRUPTIONS**

### **General**

1. Service is interrupted when it becomes unusable to the Customer or when the Customer is unable to transmit or receive calls due to the failure of a component of the network furnished by Amerimex or provided through resale.
2. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

### **Reestablishing Service**

3. Amerimex will make all reasonable efforts to prevent interruptions of service that are within its control and, when interruptions do occur, reestablish service with the shortest possible delay. Amerimex will make attempts to resolve emergencies at all hours, consistent with the bona fide needs of customers and the personal safety of Amerimex's employees. In almost all cases, Amerimex will be able to reestablish service within 24 hours. If unusual repairs are required, or other factors will prevent the prompt reestablishment of service, Amerimex will make reasonable efforts to contact the customer. In the event a Lifeline customer in Colorado experiences a service interruption caused by a failure of equipment under Amerimex's control or under the control of Amerimex's underlying facilities-based carrier(s), for a time period that meets or exceeds eight or more hours during a continuous 24-hour period as stated in Rule 2304(b)(IV), Amerimex will extend that customer's service for the 30-day period in which the interruption occurred day for day for a period of time equal to the loss of service for any minutes remaining at the end of the 30-day period on its LBUS Plans and any additional minutes included as part of Amerimex's LBUS Plans.

### **4. Record Keeping and Reports**

Amerimex shall keep records regarding outages described in Rule 2187(f)(II)(C). Amerimex shall inform Customers of the potential of future service unavailability when Amerimex is experiencing or is forecasting potential service unavailability in specific areas for purposes other than outages due to routine maintenance.

Services are generally available twenty-four (24) hours per day, seven (7) days per week. Amerimex will make reasonable arrangements to resolve emergencies resulting from failures of service, unusual and prolonged increases in traffic, illness of personnel, fire, storm or other acts of God, and inform its employees as to procedures to be followed in the event of such emergencies in order to prevent or minimize interruptions or impairment of telecommunications service. Reports including the detailed information described in Rule 2187(f)(II)(C) shall be filed with the Commission as part of Amerimex's ETC annual report, as required by Rule 2187(f)(II)(C).

**H. ADVERTISING**

Amerimex shall submit annual reports describing advertising materials in use in Colorado to the Commission Staff as described and required by Rule 2187(f)(II)(I).

**I. NETWORK REQUIREMENTS**

Intra-LATA Interexchange Toll Dialing Pattern. Amerimex will comply with all North American Numbering Plan (NANP) dialing pattern requirements.

**J. REPORTING REQUIREMENTS**

Amerimex shall file the following reports with the Commission:

1. Copies of all Lifeline-related filings submitted to Federal Communications Commission (FCC) or Universal Service Administrator Company (USAC). Amerimex shall file copies of all Lifeline-related FCC forms submitted to the FCC or USAC, including Form 497, with the Commission promptly after those filings occur at the FCC or USAC.
2. Annual ETC Certification. Amerimex will file an annual certification that it is able to function in emergency situations, is complying with applicable service quality standards and the consumer protection rules, e.g., the Cellular Telephone Industries Association (CTIA) consumer code for wireless service. This certification shall be filed with the Commission as part of Amerimex's ETC annual report, as required by Rule 2187(f)(II)(D) and (E).
3. 911 Surcharge Report. Amerimex shall submit to the Commission as a compliance filing a copy of the Department of Revenue (DOR) DR 526 Form and all documentation and work papers including any formulas used to calculate the 911 fee on its free minutes as discussed in Stipulation and Settlement Agreement, section 11.E, at the same time filed with DOR.

4. Upon audit request from Staff of the Commission Amerimex agrees to provide on a confidential basis, subscriber-specific data, including subscriber name, address, and zip code, for:
  - a. Amerimex Lifeline customers receiving two or more Lifeline subsidies per household in that same month from Amerimex,
  - b. New Lifeline customers enrolled in Amerimex' Lifeline service,
  - c. Lifeline customers removed from Lifeline service due to no longer receiving Amerimex service,
  - d. Lifeline customers removed from Lifeline service due to ineligibility through the annual re-certification process,
  - e. Lifeline customers removed from Lifeline service for any other reason due to fraud.

**K. LIFELINE NON-USAGE POLICY AND INELIGIBILITY NOTICE**

1. Amerimex will identify Lifeline customers who have not used Amerimex Lifeline service for 60 consecutive days in accordance with Amerimex's FCC Compliance Plan (pp. 17-18) and will de-enroll such customers from Lifeline service, deactivate such accounts, and cease to claim Lifeline reimbursement for such customers. Non-usage is determined as follows:
  - a. After 30 consecutive days of non-use, Amerimex contacts the customer, either by phone, text, email, or written notification, asking the customer to provide confirmation that the customer wishes to retain his or her Lifeline service within 30 days from the date of the notice. Customers are informed that failure to provide such confirmation or use the service will result in de-enrollment from the Lifeline program after 60 consecutive days of non-use.
  - b. If the customer does not respond to the notice as provided above, the customer is de-enrolled from the Lifeline program and Amerimex does not request further Lifeline reimbursement for the customer from USAC or any state Universal Service Fund Administrator. Amerimex will report annually to the FCC the number of customers de-enrolled for non- usage by month.
  - c. During the entire 60 day period, Amerimex's Lifeline customer's service remains active and is not suspended. In the event the customer's service is deactivated for non-usage as described above, access to 911 emergency services remains intact as required by the FCC's existing public safety rules and guidelines.

- d. Lifeline customers can “use” the service by: (1) completing an outbound call or text; (2) purchasing minutes from Amerimex to add to the customer’s plan; (3) answering an incoming call from a party other than Amerimex; or (4) responding to a direct contact from Amerimex confirming that the customer wants to continue receiving the service.
2. The Customer shall be notified in writing of Amerimex’s intention to discontinue Lifeline services due to the Lifeline customer no longer meeting the qualification criteria upon notification from the Colorado Department of Human Services (CDHS). Any notice shall clearly state that the customer contact CDHS registration system to verify eligibility. Amerimex will not seek Lifeline reimbursement from USAC upon notice from CDHS that the customer is no longer eligible unless the customer confirms eligibility with CDHS.

**L. CTIA CODE OF CONDUCT**

1. Amerimex shall comply with the principles, disclosures, and practices for wireless service provided to consumers in the Cellular Telecommunications and Internet Association’s (CTIA) Consumer Code for Wireless Service. Such Code can be found at: [http://files.ctia.org/pdf/The\\_Code.pdf](http://files.ctia.org/pdf/The_Code.pdf).

**M. SUBSCRIBER ELIGIBILITY**

1. Subscriber eligibility shall be established pursuant to 47 CFR §54.409 and §54.410. Upon initial application for Amerimex’s Lifeline service, the subscriber must certify by his or her signature under penalty of perjury that he or she will receive Lifeline supported services only from Amerimex and, to the best of his/her knowledge, no one else in his/her household is receiving Lifeline supported service.
  - a. Amerimex shall require each eligible Lifeline consumer to self- certify under penalty of perjury at the time of enrollment and annually thereafter that his or her household will receive only one Lifeline service and, to the best of his or her knowledge, the subscriber’s household is not already receiving a Lifeline service;
  - b. Amerimex shall require each eligible Lifeline consumer at the time of application to initial on the certification form that to the best of his or her knowledge that he or she is not receiving Lifeline-supported service from any other Lifeline provider and to ensure the consumer understands that “Lifeline-supported service” is a federal subsidy and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment, or being barred from the program;

- c. Lifeline service is a non-transferable benefit and the Lifeline subscriber may not transfer his or her benefit to any other person;
  - d. If the Lifeline subscriber moves to a new address, he or she will provide that new address to Amerimex within 30 days;
  - e. If the Lifeline subscriber provided a temporary residential address to Amerimex, he or she will be required to verify his or her temporary residential address every 90 days<sup>1</sup>; and
  - f. The Lifeline subscriber will notify Amerimex within 30 days if he or she is (1) no longer eligible to receive Lifeline benefits; (2) the subscriber is receiving more than one Lifeline benefit; or (3) another member of the subscriber's household is receiving a Lifeline benefit.
2. Amerimex shall file a copy of state-specific subscriber data, including name and address of Lifeline subscribers, to USAC, upon request, and to this Commission for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier.
  3. Amerimex shall immediately investigate any notification from the Commission, FCC or USAC regarding any Lifeline customer receiving duplicate subsidy from another carrier or from Amerimex. If it is determined that the Lifeline customer is receiving duplicate subsidy, Amerimex will work with the other carrier(s) to notify the customer of the duplicate accounts and work with the customer to choose only one provider of Lifeline service. Amerimex shall also abide by any rules of the FCC and work with USAC and the Commission Staff to rectify any duplicate accounts. In the event the customer selects a carrier other than Amerimex to provide Lifeline service, Amerimex shall promptly remove the customer's Lifeline service and remove customer from any USAC reimbursement.
  4. Amerimex shall deal directly with the subscriber to certify and verify the subscriber's Lifeline eligibility on an annual basis.
  5. Amerimex shall explain in prominent, plain, and easily comprehensible language to all new and potential subscribers in English and in Spanish that no consumer is permitted to receive more than one Lifeline subsidy.
  6. Amerimex shall ensure that all marketing materials for the service make clear that it is a Lifeline-supported service.

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<sup>1</sup> Amerimex will comply with the temporary address rule if and when it becomes effective; as of the date of this Stipulation, this requirement has not been approved pursuant to the Paperwork Reduction Act.

7. Amerimex shall promptly, de-enroll any subscriber whom Amerimex determines is no longer eligible for Lifeline service or when Amerimex becomes aware that the subscriber is no longer eligible for Lifeline service. Amerimex shall promptly remove a customer's Lifeline service and remove the customer from any USAC reimbursement.

**N. 911 CALLING**

1. Amerimex shall provide access to 911 services. If service is disconnected or minutes are depleted, customers may still make 911 calls and calls to the Customer Service number (611).
2. Amerimex shall remit the appropriate wireless E911 charge in accordance with the Stipulation and Settlement and C.R.S. § 29-11-102.5(3) and provide a copy to the Commission Staff of the amount remitted at the time the payment is made. Parties agree that Amerimex will separately identify the imputed amount of E911 charge on free minutes and the amount remitted on retail transactions.

**O. CUSTOMER SERVICE ACCESS**

Customers will be provided a toll-free method to access Amerimex's customer service representatives, available at a minimum from 8am to 5pm CST Monday through Friday by dialing 611 from an Amerimex handset, and online at [www.safetynetwireless.com](http://www.safetynetwireless.com). Customers may obtain directory assistance by dialing 411 from an Amerimex handset.

**P. LIMITATIONS OF LIABILITY**

Because Amerimex has no control of the content of communications transmitted over its network, and because of the possibility of errors incident to the provision and use of its services, services furnished by Amerimex are subject to the terms, conditions and limitations specified herein and in Amerimex's Terms of Service available on Amerimex's website at [www.safetynetwireless.com](http://www.safetynetwireless.com).

**Q. CUSTOMER DISCONNECTION**

1. Amerimex may not deny or discontinue service to a Customer without prior written notice after at least 15 days ("written notice" or "in writing" as used in this Section shall mean a message sent to the Customer as a SMS or "text" message; or in letter form printed in English and Spanish per 4 CCR 723-2-2303(d)(II))
  - a. Service may be denied or discontinued for the following reasons:



1. If a condition immediately dangerous or hazardous to life, physical safety exists, or
  2. Upon order by any court, the Commission, or any other duly authorized public authority; or
  3. For a violation of Amerimex's terms and conditions or Commission rule that may adversely affect the safety of any person or the integrity of Amerimex's service; or
  4. If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes; or
  5. Obtaining service by subterfuge that includes, but is not restricted to, an application for service at a location in the name of another party.
2. If Amerimex disconnects service to Lifeline Customer for any reasons stated above, Amerimex will immediately cease seeking reimbursement from the Lifeline universal service fund for that Customer.