CONTRACT NO. 473-19-00005
BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS
AND
SOLIX, INC.

The parties to this contract are the Public Utility Commission of Texas, an agency of the State of Texas, located at 1701 N. Congress Ave., Austin, Texas 78701 and Solix, Inc., a corporation with offices located at 30 Lanidex Plaza West, Parsippany, New Jersey 07054.

Article 1. DEFINITIONS

When used in this contract, the following terms have the following meanings:

1.1 "**PUCT,**" means the Public Utility Commission of Texas, an agency of the state of Texas, acting through its Executive Director and the agency's designated contract administrator.

1.2 "**Commission**" means the governing body of the PUCT.

1.3 "**Contractor**" or "**LIDA**" includes Solix, Inc., and any successors, heirs, and assigns.

1.4 "**Business day**" means a day the PUCT is open for business and is not observing a holiday.

1.5 "**Services**" means any and all services performed and any and all goods and products delivered by Contractor as specified in the Statement of Work.

1.6 "**Statement of Work**" means the description of goods and services to be provided under this contract found in Section 3 of the RFP.

1.7 "**Parties**" means PUCT and Contractor. "**Any Party**" means PUCT or Contractor.

Article 2. COMPENSATION

2.1 **Compensation.** Contractor agrees to provide all Services (including labor, expenses, and any other services) described in the Statement of Work, with the exception of Business Reply Mail (BRM) postage and ad-hoc mailings, for the firm fixed price of $7,448,500 per year. The charge for ad hoc mailings will be $0.50 for the first page of each mailing, envelope and postage, excluding BRM postage, plus $0.085 for each additional page. BRM postage must be invoiced at cost as a separate pass-through item and must be reported to the PUCT with the monthly invoice. Contractor understands that the PUCT is not responsible for payment of any costs or expenses exceeding this amount.

If Contractor believes that changes in the scope of Services to be performed will require Contractor to increase its fee, it must request the PUCT's written authorization to increase its fee. Contractor must document the changes in the scope of Services and why they will require additional effort. The PUCT must approve the increase in fee by written amendment to this contract before Contractor performs any Services or may invoice the increased fee.

2.2 **Payment Process.** Contractor must submit an invoice to the PUCT contract administrator no later than the tenth day of the month after the month that all the Services have been performed and completed.

No payment will be made for administrative overhead, overtime, or other charges not directly attributable to the performance of this contract.

On the statement or invoice, Contractor must include a statement that the invoice accurately describes the Services performed and the Services were performed in compliance with the contract. The statement or invoice must include the vendor identification number issued by the Texas Comptroller or Contractor's federal taxpayer identification number, a description of the Services provided (to include quantity and contracted price), and the name and division of the PUCT contract administrator. For any services Contractor subcontracts for, contractor must attach the HUB subcontractor report to the invoice along with any backup documentation for the subcontracted services.

Contractor must submit the invoice to the PUCT as follows:

By email to: Payables@puc.texas.gov, with a copy to ContractOversight@puc.texas.gov

Or by mail to: Accounts Payable
Public Utility Commission of Texas
P.O. Box 13326
Austin, TX 78711-3326

The PUCT will review the invoice and any other relevant documentation to ensure the Services were performed in compliance with the contract. Upon approval of the invoice, the PUCT contract administrator will give the TUSF administrator written approval to pay the LIDA invoice from the TUSF. The TUSF administrator may not withdraw payment prior to receiving PUCT's written approval.

If the invoice does not contain required information or documentation, or if the PUCT disputes that the Services were performed in compliance with the contract, the PUCT will reject the invoice and give the contractor its reasons and the opportunity to submit a corrected invoice.

If Contractor must correct an invoice after the due date, the invoice will be deemed received on the date the corrected invoice is received.

2.3 **Release of Claims.** Contractor's acceptance of payment releases the PUCT of all claims for compensation owed in connection with this contract.

2.4 **Refund.** Contractor will promptly refund or credit within thirty calendar days any funds erroneously paid by PUCT which are not expressly authorized under the contract.

2.5 **Payments Made to Subcontractors.** Contractor must pay any subcontractor hereunder the appropriate share of payments received not later than the 10th day after the date Contractor receives the payment. The subcontractor's payment is overdue on the 11th day after the date Contractor receives the payment. The PUCT must approve Contractor's use of any subcontractor before Contractor engages the subcontractor (see Section 5.1 of this contract).

2.6 **Records.** Contractor and its subcontractors, if any, must maintain records and books of account relating to Services provided under this contract. Contractor must, for a period of seven (7) years following the expiration or termination of this contract, maintain its records (electronic and paper) of the work performed under this contract. Records include, but are not limited to, correspondence concerning the subject of this contract between Contractor and the PUCT; Contractor's internal

correspondence; and correspondence between Contractor and any third party. Contractor must make all records that support the performance of Services and payment available to PUCT and/or its designees or the State Auditor during normal business hours with reasonable notice, upon the request of the PUCT contract administrator.

2.7 **Sole Compensation.** Payments under this Article are Contractor's sole compensation under this contract. Contractor must not incur expenses not contemplated under the Statement of Work, with the expectation that the PUCT or any other agency of the state of Texas will pay the expense.

Article 3. CONTRACT ADMINISTRATION

3.1 **PUCT Contract Administration.** The PUCT designates Jay Stone to serve as its primary point of contact and contract administrator throughout the term of this contract. Contractor acknowledges that the PUCT contract administrator does not have any authority to amend this contract on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission exercising its authority through a vote in an open meeting, or the Executive Director of the PUCT as the Commission's authorized designee.

3.2 **Contractor Contract Administration.** Contractor designates its contract administrator as follows: Jean Snopkowski

3.3 **Reporting.** Contractor must report directly to the PUCT contract administrator and must perform all activities in accordance with the reasonable instructions, directions, and requests conveyed to Contractor by the PUCT contract administrator.

3.4 **Cooperation.** The Parties' contract administrators must handle all communications between them in a timely and cooperative manner. The Parties must timely notify each other by email or other written communication of any change in designee or contact information.

3.5 **Inquiries and Prompt Referral.** Contractor understands that the PUCT does not endorse any vendor, commodity, or service. Contractor, its employees, representatives, other agents, or subcontractors may not issue any media release, advertisement, publication, or public pronouncement which pertains to this contract or the Services or project to which this contract relates, or which mentions the PUCT, without the prior approval of the PUCT. Contractor will promptly refer all inquiries regarding this contract received from state legislators, other public officials, the media, or anyone else not a Party to this contract to the PUCT contract administrator.

Article 4. REPORTS AND RECORDS

4.1 **Written Reports.** Contractor will provide written reports to the PUCT in the form and with the frequency specified in the Statement of Work, or as otherwise agreed in writing between the Parties.

4.2 **Distribution of Consultant Reports.** Contractor agrees the PUCT has the right to distribute any consultant report associated with this contract, or to allow another Texas state agency or the Texas legislature to distribute it. The PUCT will also have the right to post any consultant report associated with this contract to the PUCT's website or to the website of a standing committee of the legislature. This provision does not waive any right to confidentiality that the PUCT may assert for the report or any portion thereof.

Article 5. SUBCONTRACTING PARTIES

5.1 **Use of Subcontractors.** The Parties acknowledge and agree that, at the time of execution of this contract, Contractor intends to perform the Services required under this Contract using CSG Systems, Inc. (CSG) to provide the LIDA fulfillment services. Contractor will notify the PUCT contract administrator of any other proposed subcontract and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other subcontractor, such approval not to be unreasonably withheld. Any subcontract not contemplated at the initiation of this contract and any subsequent substitution of a subcontractor must be approved by an amendment according to the terms of Article 7.

5.2 **Sole Responsibility.** Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all work produced by all subcontractors that the PUCT accepts and pays for in accordance with the terms of this contract.

5.3 **Prime Vendor Contract.** The Parties expressly agree that this Contract is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this Contract, notwithstanding the engagement of any subcontractor to perform an obligation under this Contract.

Article 6. TERM AND TERMINATION

6.1 **Term.** The term of this Contract will begin on January 1, 2020 and will continue in effect until December 31, 2023 unless sooner terminated under Sections 6.2 or 6.3 of this Contract.

6.2 **Termination for Cause by the PUCT.** If Contractor fails to provide the goods or services contracted for according to the provisions of the contract or fails to comply with any terms or conditions of the Contract, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this contract for default and will have all rights and remedies provided by law and under this contract. If the PUCT terminates Contractor for a violation of Section 18.12, of this contract, the PUCT need not provide any notice or opportunity for curing the default. The PUCT will not be liable for any damages or loss to Contractor as a result of termination for convenience.

6.3 **Termination for the Convenience of the PUCT.** The PUCT may, upon thirty (30) days written notice to Contractor, terminate this contract whenever the interests of the PUCT so require. The PUCT will only reimburse those expenses already incurred at the time the notice is provided or expenses approved in writing, prior to Contractor incurring those expenses, for the purpose of wrapping up the contract. The PUCT will not be liable for any damages and/or loss to Contractor as a result of termination for convenience.

6.4 **Transfer of Duties.** In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the contract to another entity without disruption to the provision of Services.

6.5 **Remedies for Breach.** All remedies available to the PUCT for breach or anticipatory breach of this contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, and injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

6.6 **Survival.** If this Contract expires or is terminated pursuant to its terms, the rights and obligations of the Parties under it will end; provided that the provisions of Sections 2.3 through 2.6, 3.5, 4.2, 6.4 through 6.6, 7.5, 9.2, 9.4 through 9.6, 17.2, 19.1 through 19.5, 19.10 through 19.12 and Articles 1, 10, 12, 14, 15, 16, 20, 21, 23, 28, and 29 will survive in their entirety.

Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS

7.1 **Material Change Requests.** The PUCT may propose changes to the Statement of Work. Upon receipt of a written request from the PUCT for a change to the Statement of Work, Contractor must, within the deadline specified in the request, or if no deadline is specified, within a reasonable time thereafter, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustments to this contract. No changes to the Statement of Work, will occur without the Parties' written consent as provided in accordance with the terms stated in this contract.

7.2 **Changes in Law, Rules, or Rulings.** Changes in federal or state legislation, rules and regulations or rulings by the PUCT after the effective date of this contract may require modification of the terms of this contract, including an increase or decrease in Contractor's duties or compensation. In the event of changes to statutes, rules, and/or regulations affecting the terms of this contract, the PUCT and Contractor must negotiate the terms of a contract modification in good faith and incorporate the modification into this Contract by written amendment.

7.3 **No Assignment of Duties.** This contract will be binding upon and inure to the benefit of the permitted successors and assigns of any Party (including by merger of Contractor or otherwise by operation of law); provided, however, that Contractor may not otherwise, without the prior written consent of the PUCT, assign or transfer this contract or any obligation incurred under this contract. Any attempt by Contractor to assign or transfer this contract or any obligation incurred under this contract, in contravention of this article, will be voidable at the PUCT's sole discretion.

7.4 **Amendments and Modifications.** This contract may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this contract.

7.5 **Binding on Successors.** The terms of this contract will be binding on any successor organization of any of the Parties.

Article 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 **Warranty of Performance.** Contractor represents, warrants, and covenants that it will perform the Services outlined in the Statement of Work, in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

8.2 **Warranty of Services.** Contractor warrants that the Services will be rendered by the qualified personnel named in Section 19.8 of this contract. If Services provided under this contract require a

professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

Article 9. RISK OF LOSS AND PROPERTY RIGHTS

9.1 **Risk of Loss.** The risk of loss for all items to be furnished hereunder will remain with Contractor until the items are delivered to and accepted by the PUCT, at which time the risk of loss will pass to the PUCT.

9.2 **Ownership.** Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights remain the property of the third party, all finished materials, deliverables, conceptions, or products created and/or prepared for on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has accepted as part of the performance of Services hereunder, will be the PUCT's property exclusively and will be given to the PUCT either at the PUCT's request during the term of the Contract or upon termination or expiration of the contract. Notwithstanding the foregoing, materials created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCT's exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this contract.

9.3 **Licensed Software.** With PUCT's advanced written consent, Contractor may obtain software licenses as an agent of the PUCT for software that is used by Contractor solely for the purpose of providing Services under this contract. Contractor must provide the PUCT with a copy of any software license obtained by Contractor as an agent for the PUCT for the purpose of providing Services under this contract.

9.4 **Prior Works.** Except as provided herein, all previously owned materials, conceptions, or products remain the property of Contractor and nothing contained in this contract will be construed to require Contractor to transfer ownership of such materials to the PUCT.

9.5 **Trademarks.** The Parties agree that no rights to any trademark or service mark belonging to another Party or to any non-Party are granted to any other Party by this contract, unless by separate written instrument. The PUCT acknowledges and agrees that use of any trademark associated with any software provided by Contractor under this contract does not give the PUCT any rights of ownership in the trademark or the software.

9.6 **Program Information.** Program information, data, and details relating to Contractor's Services under this contract must be maintained separately from Contractor's other activities. Contractor must undertake all reasonable care and precaution in the handling and storing of this information.

9.7 **Provision to be Inserted in Subcontracts.** Contractor must insert a provision containing Sections 9.2 and 9.6 of this contract in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this contract.

Article 10. PUBLIC INFORMATION

10.1 **Texas Public Information Act. (Texas Government Code Chapter 552).** The Parties acknowledge that notwithstanding any other provisions of this contract, the Texas Public Information Act ("PIA") governs the treatment of all information held by or under the control of

the PUCT. The PUCT will notify Contractor of requests for Contractor's information as required under the PIA.

10.2 **Agreement Not Confidential.** The Parties acknowledge that not all terms of this contract may be confidential under the PIA, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." Contractor further acknowledges that in the event of a dispute over the release of a proposal or part of a proposal the PUCT is bound by the decision made by the Office of the Attorney General of Texas.

10.3 **Contractor's Duty to Provide Public Information.** Contractor is required, at no additional cost to the state, to make available in a format that is accessible by the public any information created or exchanged with the state pursuant to this contract. For the purpose of Section 10.3 of this contract, paper documents, Adobe Portable Document Format files (.pdf), Microsoft Excel spreadsheets (.xls), Microsoft Word documents (.docx), and Hypertext Markup Language (.html) files will be considered "accessible by the public," unless another format is specified by the PUCT, at the PUCT's sole discretion. If information created or exchanged with the state pursuant to this contract is excepted from disclosure under the PIA, Contractor will not be required to make the information available to the public but may be required to facilitate the PUCT's provision of the information to the Texas Attorney General for a decision on the information's confidentiality. The PUCT has no duty or responsibility to argue a defense of confidentiality to Contractor's information or data; it will be Contractor's sole responsibility to do so.

Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION

11.1 **No Conflicting Relationships.** Contractor certifies to the PUCT that no existing or contemplated relationship exists between Contractor and the PUCT that interferes with fair competition or is a conflict of interest, and that no existing or contemplated relationship exists between Contractor and another person or organization, whether or not located within the State of Texas, that constitutes or will constitute a conflict of interest for Contractor with respect to the PUCT.

11.2 **Prohibition on Transactions with Parties Adverse to the PUCT.** Contractor agrees that during the term of this contract and any extensions or renewals thereof, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the PUCT or that has interests that are directly or indirectly adverse to those of the PUCT. The PUCT may waive this provision in writing if, in the PUCT's sole judgment, such activities of the Contractor will not be adverse to the interests of the PUCT.

11.3 **Notice of Conflict.** Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. If Contractor fails to do so, it will be grounds for termination of this contract for cause, pursuant to Section 6.2 of this contract.

11.4 **Prohibited Employment.** Contractor agrees that it will not hire current or former PUCT employees whose employment with Contractor would violate any of the employment restrictions in Texas Government Code Chapter 572 or Texas Utilities Code Chapter 12.

Article 12. INDEMNIFICATION

Contractor must indemnify, defend and hold harmless the PUCT, the State of Texas, and their officers, agents, employees, representatives, contractors, assignees, and designees from any and all liabilities, claims, suits, assessments, penalties, losses, damages, demands or causes of action, and all related costs, attorney fees and expenses of whatever kind or nature asserted by a third party and occurring in any way incident to, arising out of, or in connection with acts or omissions of Contractor, its agents, employees and subcontractors, committed in the conduct of this contract. Contractor will have the obligation to undertake the defense of any such claim, process, or legal proceeding at Contractor's expense; provided, however, that the PUCT may participate in the defense with counsel of its own choosing. Any defense must be coordinated by Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit. Contractor may not agree to any settlement without first obtaining concurrence from the Office of the Attorney General. Contractor and the PUCT agree to furnish timely written notice to each other of any claim.

If all or any part of the deliverables of this contract is the subject of any claim, suit, or proceeding for infringement or misappropriation of any intellectual property right, Contractor may, and in the event of any adjudication that the deliverables or any part thereof infringes or misappropriates any patent, trademark, copyright, or trade secret, or if the licensing or use of any of the deliverables or any part thereof is enjoined, Contractor must, at its expense do one of the following things: (i) procure for PUCT the right under such patent, trademark, copyright or trade secret to fully use the deliverables or the affected part thereof; or (ii) replace the deliverable or affected part thereof with another non-infringing deliverable; or (iii) suitably modify the deliverable or affected part thereof to make it non-infringing.

Article 13. INSURANCE

13.1 **Contractor Responsibility.** Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas will be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee.

13.2 **Minimum Insurance.** Contractor must, at its sole cost and expense, secure and maintain as a minimum, from the effective date of this contract and thereafter during the term of this contract and any renewals or extensions thereof, for its own protection and the protection of the PUCT and the State of Texas:

a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - $1,000,000 limit per occurrence, $2,000,000 aggregate, (ii) medical expense - $5,000 limit per person, (iii) personal injury and advertising liability - $1,000,000 limit, (iv) products/completed operations – $2,000,000 aggregate, (v) damage to premises rented - $50,000 limit;

b) automobile liability coverage for vehicles driven by Contractor's employees ($500,000 per occurrence); and

c) workers' compensation insurance in accordance with the statutory limits, as follows: (i) employer's liability - $1,000,000 each incident, (ii) disease - $1,000,000 each employee and $1,000,000 policy limit.

d) cyber incident coverage to include: privacy breach related legal expenses to review and determine responsibilities under privacy breach laws; expenses related to compliance with privacy law notification requirements; credit and identification monitoring for up to 12 months after a cyber incident; expenses related to forensic investigations to investigate a system intrusion into the Contractor's computer system; and expenses to hire a public relations firm for public communications response.

The PUCT and the State of Texas must be named an additional insured on the commercial liability and automobile policies.

Insurance coverage must be from companies licensed by the State of Texas to provide insurance with an "A" rating from A.M. Best and authorized to provide the corresponding coverage.

13.3 **Certificates of Insurance.** Contractor must furnish to the PUCT certificates of insurance and any applicable endorsements, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the effective date of this contract, and upon request thereafter. Contractor must provide the PUCT contract administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates or endorsements promptly, will constitute a material breach of this Contract. Contractor must provide thirty (30) days written notice of any notice for renewal and/or cancellation of insurance.

Article 14. DISPUTE RESOLUTION

The Parties agree to resolve disputes arising under this contract through the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and Subchapter C of the PUCT Rules for Administrative Services.

Article 15. SOVEREIGN IMMUNITY

The State of Texas and the PUCT do not waive sovereign immunity by entering into this contract and specifically retain immunity and all defenses available to them under the Constitution, the laws of the State of Texas, or the common law.

Article 16. GOVERNING LAW

Notwithstanding anything to the contrary in this contract, this contract will be deemed entered into in the State of Texas and will be governed by, construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. The Parties consent to the exclusive jurisdiction of the State of Texas. The Parties hereby submit to the jurisdiction of the courts located in, and venue is hereby stipulated to, the state courts located in Travis County, Texas. Each Party stipulates that it is subject to the jurisdiction of the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this contract. Further, each Party hereby waives any right to assert any defense to jurisdiction being

held by the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this contract.

Article 17. COMPLIANCE WITH LAW

17.1 **General.** Contractor must comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all Services sold hereunder will have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject, including, but not limited to, Equal Employment Opportunity laws. All laws and regulations required in agreements of this character are hereby incorporated by this reference.

17.2 **Taxes.** Contractor agrees to comply with any and all applicable state tax laws that may require any filing with and/or payment to the State of Texas as a result of any action taken as a result of this contract.

17.3 **Workers' Compensation.** Contractor agrees that it will be in compliance with applicable state workers' compensation laws throughout the term of this contract and any renewals or extensions thereof.

17.4 **Conflicts.** Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT and inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the PUCT. If Contractor becomes aware of inconsistencies between this Contract and a Texas statute or PUCT rule, Contractor will so advise the PUCT immediately and will cooperate fully to revise applicable provisions of this contract as necessary.

17.5 **Compliance with Deceptive Trade Practices Act.** Contractor must comply with Texas Business and Commerce Code Chapter 17.

17.6 **Compliance with Americans with Disabilities Act.** Contractor must comply with the Americans with Disabilities Act, 42 U.S.C. Chapter 126.

17.7 **Prohibited Use of Appropriated/Other Funds.** Contractor must comply with Texas Government Code Sections 556.005 and 556.0055 related to prohibited uses of appropriated and other funds.

17.8 **Certificate of Interested Parties Form.** At the time Contractor submits a signed contract to the PUCT, Contractor must submit a "Certificate of Interested Parties" form to the PUCT and file the form with the Texas Ethics Commission. The form and instructions for filing the form can be found at: https://www.ethics.state.tx.us/tec/1295-Info.htm. Contractor must not perform any work under the contract, nor receive any compensation prior to filing the form with the Texas Ethics Commission.

Article 18. CONTRACTOR'S CERTIFICATION

By accepting the terms of this Contract, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Contractor understands and agrees that a false certification may lead to termination of this contract for cause.

18.1 **Prohibitions on Gifts.** Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract.

18.2 **Delinquent Obligations.** Contractor is not currently delinquent in the payment of any franchise or sales tax owed to the State of Texas and is not delinquent in the payment of any child support obligations under applicable state law.

18.3 **Terrorist Financing.** The PUCT is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it, via cross referencing proposers/vendors with the Federal General Services Administration's System for Award Management (SAM), https://www.sam.gov/, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx

Contractor certifies that the Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: https://www.sam.gov/

Contractor further certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

18.4 **Antitrust.** Neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this state, codified in Section 15.01, et seq. of the Texas Business and Commerce Code or the Federal Antitrust Laws, nor has 0communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

18.5 **Family Code.** Contractor has no principal who is ineligible to receive funds under Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

18.6 **Prohibited Compensation.** Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this contract.

18.7 **Government Code.** Under Texas Government Code Section 2155.004, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

18.8 **Outstanding Obligations.** Payments due under the contract will be applied towards any debt that is owed to the State of Texas, including but not limited to delinquent taxes and child support.

18.9 Contracting with Executive Head of State Agency. Contractor certifies this contract is in compliance with Texas Government Code Section 669.003 relating to contracting with the executive head of a State agency. If Texas Government Code Section 669.003 applies, bidder will provide the following information in order for the bid to be evaluated: Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Bidder; and Date of Employment with Bidder.

18.10 Buy Texas. Contractor will comply with Texas Government Code Section 2155.4441, pertaining to service contracts regarding the use of products produced in the state of Texas.

18.11 Hurricane Recovery. Under Texas Government Code Section 2155.006, Contractor certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

18.12 E-Verify. Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons hired to perform duties within Texas, during the term of the contract; and

2. All persons (including subcontractors) hired by the proposer to perform work pursuant to the contract, within the United States of America.

The Contractor must provide, upon request of PUCT, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor will also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated contract.

This term should not be construed to require Contractor to utilize E-Verify to determine the eligibility of existing employees, or otherwise use E-Verify in violation of the law.

18.13 Debarred Vendors List. Contractor certifies that it is not on the Debarred Vendors List located at http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.

18.14 Does Not Boycott Israel. If Contractor is required to make a certification pursuant to Texas Government Code Section 2270.002, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor certifies that it provided a statement to the PUCT, prior to signing this contract, stating why the certification is not required.

Article 19. GENERAL PROVISIONS

19.1 Relationship of Parties. Contractor is and will remain at all times an independent contractor, and nothing in this contract will be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties. Except as expressly provided

to the contrary elsewhere in this contract, no Party has any right or authority to act on behalf of another Party, nor to assume or create any obligation, liability or responsibility on behalf of another Party. Under no circumstances will the relationship of employer and employee be deemed to arise between the PUCT and Contractor's personnel. Contractor will be solely responsible for achieving the results contemplated by this contract, whether performed by Contractor, its agents, employees or subcontractors.

19.2 **Non-Exclusivity.** Nothing in this contract is intended nor will be construed as creating any exclusive arrangement between Contractor and PUCT. This contract will not restrict PUCT from acquiring similar, equal, or like goods and/or services from other entities or sources.

19.3 **Taxes and Statutory Withholdings.** Contractor acknowledges that it is not a PUCT employee but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this contract. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor must defend, indemnify and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

19.4 **Notice.** Except as otherwise stated in this contract, all notices provided for in this contract must be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this contract), (c) sent by a national carrier with tracking capability (e.g. FedEx or Certified U.S. Mail), with proper postage affixed and (d) deemed effective upon the third business day after deposit of the notice with the carrier.

IF TO THE PUCT:

ATTENTION: Executive Director
1701 N. Congress Ave., 7th Floor
Austin, TX 78701

With copies to the PUCT contract administrator, and Jay Stone, CTCD, CTCM, at the same address.

IF TO CONTRACTOR:
ATTENTION: Jean Snopkowski
30 Lanidex Plaza West

Parsnippany, NJ 07054

19.5 **Headings.** Titles and headings of articles and sections within this contract are provided merely for convenience and must not be used or relied upon in construing this contract or the Parties' intentions with respect thereto.

19.6 **Export Laws.** Contractor represents, warrants, agrees and certifies that it (a) will comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority and (b) will not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this contract in violation of any such laws, rules or regulations.

19.7 **Preprinted Forms.** The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this contract is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this contract cannot be amended, modified, or altered by any conflicting terms, provisions, or conditions contained in a proposal or a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Contract and any terms and conditions on a proposal, purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Contract will govern.

19.8 **Specific Personnel.** Contractor has identified the personnel for this assignment ("Team"), in its proposal.

Contractor warrants that it will use its best efforts to avoid any changes to the Team during the course of this Contract. Should personnel changes occur during the term of this Contract or any extensions or renewals thereof, Contractor will recommend to the PUCT personnel with comparable experience and required qualifications and training. The PUCT must approve any change in personnel on this project in writing. Contractor must provide individuals qualified to perform the tasks assigned to such individual. At the PUCT's request, Contractor must remove from the project any individual whom the PUCT finds unacceptable for any reason in the PUCT's sole discretion. Contractor must replace such individual with another individual satisfactory to the PUCT as soon as practicable.

19.9 **No Felony Criminal Convictions.** Contractor represents and warrants that neither Contractor, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents or representatives of such subcontractors, has been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised PUCT of the facts and circumstances surrounding the conviction.

19.10 **Publicity.** Contractor understands and agrees that the PUCT does not endorse any vendor, commodity, or service. Contractor understands and agrees that Contractor, its employees, representatives, other agents, or subcontractors may not issue any public disclosure, media release, advertisement, or publication without prior written approval of the PUCT: which pertains to this contract or any services or project to which this contract relates; or which pertains to any results or findings based on information provided, created, or obtained to fulfill the requirements of this contract; or which mentions the PUCT.

19.11 **No Third-Party Beneficiaries.** Nothing contained in the contract, either express or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, or transferees any interests, rights, remedies, obligations or liabilities.

19.12 **Prompt Payment.** All payments to Contractor by PUCT, any payments by Contractor to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract must be made in compliance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act.

Article 20. NO IMPLIED WAIVER

The failure of any party, at any time, to enforce a provision of this contract will not constitute a waiver of that provision; will not affect the validity of this contract or any part of it; and will not affect the right of any party to enforce each and every provision.

Article 21. ORDER OF PRECEDENCE

In the event of conflicts or inconsistencies between the provisions of this contract and its attachment(s) and exhibit(s), the following are given preference in the order listed below:

1) The General Terms and Conditions of this contract;

2) The Statement of Work, including any exhibits;

3) The Request for Proposals;

4) The Contractor's proposal.

Article 22. FORCE MAJEURE

Neither the PUCT nor Contractor will be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, which such party could not, by due diligence have avoided, including but not limited to acts of God, severe weather, explosions, riots, acts of war, or orders of legal authority. Such causes will not relieve either party of liability in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner, with all reasonable dispatch, and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of the obligations. If the event of Force Majeure continues for a period of more than one hundred and eighty (180) days, either party thereafter may terminate this contract upon giving at least ten (10) days prior written notice to the other party.

Article 23. SEVERABILITY

If any provision of this contract is held unlawful or otherwise unenforceable, that provision will be severed and deemed deleted and the remainder of this contract will continue in full force and effect, as if the provision had never existed.

Article 24. FUNDING OUT CLAUSE

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations,

provisions of Section 6.3 of this contract will apply. Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature. See Texas Constitution, Article III Section 49, State Debts; and Texas General Appropriations Act for the 2020-2021 Biennium, Article IX, Section 6.03, Excess Obligations Prohibited.

Article 25. DRUG FREE WORKPLACE POLICY

Contractor must comply with the applicable provisions of the Drug-Free Work Place Act of 1988, 41 U.S.C. § 8102, et seq., and 48 CFR § 52.223-6 Drug-Free Workplace) and maintain a drug-free work environment. The requirements of the Drug Free Workplace Act and the rules interpreting it are incorporated by reference and Contractor must comply with the relevant provisions thereof, including any amendments that may hereafter be issued.

Article 26. SUBSTITUTIONS

Substitutions are not permitted without written approval of the PUCT.

Article 27. RIGHT TO AUDIT

Pursuant to Section 2262.154 of the Texas Government Code, the State Auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this contract. The acceptance of funds by Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or any other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

Article 28. SIGNATORIES

The undersigned signatories represent and warrant that they have full authority to enter into this contract on behalf of the respective parties.

Article 29. ENTIRE AGREEMENT

This contract, including the Statement of Work, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these Services. Any terms and conditions attached to a solicitation will not be considered unless incorporated into this contract by specific reference.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of January 1, 2020.

The Public Utility Commission of Texas

By: _____

John Paul Urban
Executive Director

Date Signed: 12/19/19

Solix, Inc.

By: _____ FOR J.M.

Jack Miller
President and CEO

Date Signed: 12/27/19

ATTACHMENT A –Statement of Work

I. Introduction

A. Summary

The contractor will serve as the Low-Income Discount Administrator (LIDA). The LIDA is responsible for managing the electric and telephone discount matching processes. This contract requires working closely with PUCT staff, representatives of Utility Service Providers that are providing discounts, and the Texas Health and Human Services Commission (HHSC).

B. Background Information

1. Program-Defining Statutes and Rules

   (i) Texas Utilities Code §§ 17.007 and 55.015 available at: http://www.puc.texas.gov/agency/rulesnlaws/statutes/statutes.aspx

   (ii) 16 TAC §§ 25.45 and 26.412 available at: http://www.puc.texas.gov/agency/rulesnlaws/Default.aspx

   (iii) 47 CFR Part 54

2. "Utility Service Providers" refers to the following three groups of entities:

   (i) Traditional Telephone Service Providers ("Traditional TSPs")– Telephone service providers (TSPs) which have Eligible Telecommunication Provider (ETP) status in the state of Texas that are either wireline or pre-paid cellular offering discounts to subscribers on their monthly bill. Currently, there are 107 active Traditional TSPs in the Lifeline program.

   (ii) Prepaid Telephone Service Providers ("Prepaid TSPs") – TSPs which have Eligible Telecommunication Carrier (ETC) or Eligible Telecommunication Provider (ETP) status in the state of Texas that are designated for Lifeline purposes only, provide wireless service, and offer pre-paid minutes in lieu of a monthly bill. Currently, there are 11 active Prepaid TSPs in the Lifeline program.

   (iii) Retail Electric Providers (REPs) – Entities that sell electric energy to retail customers in Texas and hold a certificate issued by the PUCT as required by Tex. Util. Code Sec. 39.352. Currently, there are 29 active REPs that provide discounts to their customers based on the Low-Income List.

3. Estimated Numbers – For proposers' convenience, the Statement of Work in the solicitation for this contract included estimated volumes of work, estimated participating customers, and estimated numbers of Utility Service Providers. The number of applications and forms received, fulfillment items required to be sent, ID verifications required, calls received, subscribers to LIDA programs, and Utility Service Providers participating in LIDA programs is out of the control of the PUCT and was provided as an estimate only. These numbers may vary significantly from year to year. The PUCT does not guarantee any minimum or maximum number for any task.

4. File Structures – the LIDA must use file structures that are consistent with those historically used by the LIDA in order to maintain ease of use for the Utility Service Providers. The file structures currently used can be found in Exhibit 2.

II. Services

A. Creating and Maintaining Databases of Eligible Customers – the LIDA must maintain databases of eligible customers to perform the functions described in this Statement of Work.

B. Application and Form Review – the LIDA must review all applications and required forms for LIDA programs and determine whether the applications and forms meet requirements for those programs based on the criteria in the enacting statutes and rules.

C. Requirements for processes to be used in providing LIDA services

1. Overview

(i) Each month, on a predetermined date, the LIDA will receive the following:

(a) the HHSC database of clients;

(b) residential customer base files from each REP (provided through a secure file transfer protocol (FTP) website set up by the LIDA); and

(c) residential customer base files from each TSP (provided through a secure FTP website set up by the LIDA).

(ii) The LIDA must eliminate duplicates and ineligible clients from the data they receive from HHSC, then add the current data for self-enrolled clients to create the final database of unique addresses to be used for that month.

(iii) The LIDA must compare the unique list of addresses compiled from HHSC and self-enrollment data to the data files from Utility Service Providers to create the list of matching clients for that month.

(iv) No later than the last day of each month, the LIDA must notify the Utility Service Providers that the matching client files are ready to be downloaded.

(v) The LIDA must provide each Utility Service Provider a unique and secure user ID and password to access that Utility Service Provider's files.

(vi) Individuals qualifying for discounts for Traditional TSP service through HHSC programs may cease to appear on the HHSC list. The first month a previously qualifying customer does not appear on the HHSC list, the LIDA must send the customer an application for self-enrollment and give the customer a two-month grace period status to receive the discount. If the customer fails to re-enroll during the two-month grace period, the LIDA will remove them from the list of benefit recipients and they will not receive the discount unless and until they appear on the HHSC list again or submit a qualifying self-enrollment package.

2. Self-Enrollment

(i) Initial Self-Enrollment

(a) The LIDA must send application packages in both English and Spanish to customers who contact the LIDA through the call center or online to request forms to enroll in the Lifeline Program.

(b) The LIDA must process the returned forms within 7 business days of receipt.

(ii) Self-Enrollment Renewal – Traditional TSP Customers

(a) Traditional TSP customers are eligible for the Lifeline discount for seven months from enrollment.

(b) The LIDA must review all customers' eligibility during their 6th month and send renewal forms asking customers to re-apply for low-income benefits prior to the expiration of the seventh month.

(c) The LIDA must process returned self-enrollment renewal forms within seven business days of receipt.

(iii)Self-Enrollment Renewal – Prepaid TSP Customers

(a) Prepaid TSP customers are required to recertify annually.

(b) The LIDA must send Prepaid TSP Customers receiving the Lifeline discount recertification forms via U.S. Mail and notify the customer via SMS that recertification is required prior to their anniversary date each year.

(c) The LIDA must send the notifications at least 60 days prior to the customer's anniversary each year.

(d) The LIDA must allow customers to recertify through mail, telephone-based interactive voice response (IVR), or online.

(e) The LIDA must process returned paper forms within seven business days of receipt. Online and IVR applications must be processed immediately.

(f) If a customer fails to re-certify, the LIDA must remove the customer from the discount list.

(g) The LIDA must ensure customers who successfully recertify within the window remain on the discount list for the following year.

3. Matching Criteria

(i) For REP Customers

(a) For each REP Customer, the LIDA must ensure each of the following items are compared and at least one category results in a match:

(1) Social Security Number (SSN) in enrollment list to SSN in REP customer list.

(2) Name and ESI ID in enrollment list to name and ESI ID in REP customer list.

(3) Name and mailing address in enrollment list to name and service address in REP customer list.

(4) Name and residence address in enrollment list to name and service address in REP customer list.

(5) SSN and mailing address in enrollment list to SSN and service address in REP customer list.

(6) SSN and residence address in enrollment list to SSN and service address in REP customer list.

(b) Mailing and residence address match must include the full address and the full 5+4-digit zip code.

(c) SSN match must exclude dummy entries such as "000000000."

(ii) For TSP Customers

(a) For each TSP customer, the LIDA must ensure each of the following are compared and at least one category results in a match:

(1) SSN only in enrollment list to SSN only in TSP customer list.

(2) Last name and phone number in enrollment list to last name and phone number in TSP customer list.

(3) Name and mailing address in enrollment list to name and service address in TSP customer list.

(4) Name and residence address in enrollment list to name and service address in TSP customer list.

(5) The discount is provided to all the matching customers.

(b) Mailing and residence address match must include the full address and the full 5+4-digit zip code.

(c) SSN match must exclude dummy entries such as "000000000."

(d) The LIDA must further verify all self-enrollment records that have been matched to TSP records to confirm there is a valid, approved certification form in the database. To be valid, the certification form must be filled out completely and correctly and have been signed no earlier than three months prior to the approval of the application.

(e) The LIDA must further review all records that have matched to ensure that only one discount is given per household unless the database contains an approved household worksheet that justifies multiple discounts in that household.

(f) The LIDA must use an address verification system that has been certified through the USPS's Coded Accuracy Support System (CASS) Certification process. Any address that fails the verification must be returned to the submitting TSP and a CASS failure letter must be sent to the customer.

(g) The LIDA must verify each ID associated with a customer record to ensure the ID is valid.

(h) For Prepaid TSP Customers, the following additional matching processes apply:

(1) All Prepaid TSPs must submit their customer information through the Near Real Time Application Programming Interface (NRT API) system.

(2) The approved customers from the NRT API system is checked against the Prepaid TSP-provided monthly customer list file.

4. Output files used for LIDA services

(i) The LIDA must provide the following output files each month to Utility Service Providers for use in administering the discount programs:

(a) Files provided to REPs

(1) Discount List of Customers File

(b) Files provided to Traditional TSPs

(1) Discount List of Customers File

(2) De-Enrolled List of Customers File

(3) FCC Form 555 Data File

(4) CASS Failures File

(5) CASS Corrections File

(6) IVR Certifications File

(7) "De-enroll" File with records of each customer that will be removed from the program due to failing matching criteria.

(8) "Discount" File with records of each customer that has passed all the matching criteria and has been approved for the discount program.

(9) A .pdf file of each certification form that is reviewed and approved to the providing TSP.

(c) Files provided to Prepaid TSPs

(1) Discount List of Customers File

(2) De-Enrolled List of Customers File

(3) Re-Enrolled List of Customers File

(4) CASS Failures File

(5) CASS Corrections File

(6) IVR Certifications File

(7) Rolling Recertification Initial File

(8) Rolling Recertification Outcome File

(9) "De-enroll" File with records of each customer that will be removed from the program due to failing matching criteria.

(10) "Discount" File with records of each customer that has passed all the matching criteria and has been approved for the discount program.

(11) A .pdf file of each certification form that is reviewed and approved to the providing TSP.

D. Online Resources

1. The LIDA must maintain and update a webpage with information regarding the LIDA programs

(i) The webpage must include frequently asked questions (FAQ), which the LIDA must monitor and update as necessary to ensure they are relevant and up-to-date.

(ii) The LIDA is responsible for maintaining the LIDA webpage and FAQs, and updating the site as needed. The site must provide a means for users to submit questions. The LIDA must route questions to the PUCT to be answered, then post PUCT's answer. The LIDA must post FAQs and answers in English and Spanish.

2. The LIDA must provide a website which can be used by Texas residents to apply for or renew lifeline discounts. Customers must be able to complete the following tasks using the website:

(i) Submit a new application for Lifeline discounts

(ii) Request a paper application for Lifeline discounts

(iii)Submit a Certification Form

(iv) Submit a Recertification Form

(v) Submit a Household Worksheet Form

(vi) Upload all program-related forms needed to complete the application.

3. The LIDA must provide an online system for a Prepaid TSP to verify a potential customer's availability on demand.

   (i) The LIDA is responsible for maintaining all necessary software and hardware for easy access and processing.

   (ii) The LIDA must provide the verification service through an online Application Programming Interface (API) system for Prepaid TSPs to enroll customers and verify a potential customer's eligibility on demand.

      (a) All Prepaid TSPs are required to use the LIDA API system to determine phone and minute eligibility for Lifeline customers.

      (b) The API system must allow TSPs to determine whether a customer is in the database of eligible customers provided to the LIDA from HHSC. If the customer is in the database, the system should indicate that the customer is automatically approved for a discount. If not, the system must queue the application for a manual "near real-time" (NRT) review. The manual NRT review must be completed in under five minutes.

         (1) There are three kinds of automatic reviews that may need NRT reviews:

            1. Eligibility Review – If a customer is not found in the HHSC database, the Prepaid TSP will be asked by the system to submit eligibility supporting documentation. Once provided, live agents of the LIDA will review the documents and render a decision.

            2. ID Review – If a customer is not found in the HHSC database, the system must perform ID verification of the customer using an ID verification and authentication service (for example, IDology or Lexus Nexus). If that check results in a failure, the system must prompt the Prepaid TSP to submit identity-supporting documentation. Once provided, live agents of the LIDA must review the documents and render a decision.

            3. CASS Address Validation Review – If a customer's address provided by the TSP fails CASS address validation, the system must prompt the TSP to submit address verification documentation. Once provided, live agents of the LIDA must review the documents and render a decision.

      (c) The API system must be compatible with a reasonable variety of technology used by TSPs to complete the application process.

E. Fulfillment Operations – the LIDA must manage all fulfillment operations.

   1. The LIDA must develop and implement a method to notify applicants of their eligibility or denial of eligibility;

2. All fulfillment materials must be provided in both English and Spanish.
3. The following items must be produced and delivered by the LIDA to the appropriate customers:

   (i) Application Rejection Notices – Letters to customers providing the reason or reasons their Lifeline application was rejected and providing instructions for re-applying or disputing. Application Rejection Notice content varies based on the reason for the rejection.

   (ii) CASS Failures – Letters to customers whose address failed the CASS Validation.

   (iii) Certification Form Review Rejection – Letters to customers whose Certification Form review resulted in a rejection.

   (iv) Certification Plus Letters – Letters to customers notifying them that their record has an incorrect social security number.

   (v) Certification Plus Rejections – Letters to customers notifying them that their Certification Plus review was rejected.

   (vi) Certification Plus Resends – Letters to customers that request another Certification Plus Form be mailed to them.

   (vii) Certification Resends – Letters to customers who have requested another Certification Form or Household Worksheet be mailed to them.

   (viii) Duplicative Discount Letters for Discounts on Multiple Telephone Numbers – Letters to customers who have been identified as receiving a Lifeline discount on more than one telephone number.

   (ix) Duplicative Discount Letters for Multiple Discounts in Household – Letters to customers who have been identified as living in a household with more than one Lifeline discount.

   (x) Duplicative Discount Letters for Social Security Number – Letters to customers whose social security number has been identified as a possible duplicate across two or more different addresses

   (xi) Name, Address, or Name and Address Change Letters – Letters to customers whose name, address, or name and address has changed in the Utility Service Provider file provided to the LIDA.

   (xii) New Application Package – information sent to customers who have requested a Lifeline application to be delivered by mail.

   (xiii) New Discount Letters – Letters to customers who have been identified as eligible for the Lifeline discount through the HHSC process but who are not receiving the discount.

(xiv) PUCT Annual Mailing – Letters to targeted potential customers who are enrolled in a qualified HHSC program and live in an area that allows them to choose their electric company.

(xv) Renewal Notices – letters to low-income customers asking them to re-certify their qualification for the low-income program or programs prior to the expiration of the 7th month of receiving the discount.

(xvi) Rolling Recertification Denials – letters to prepaid wireless customers notifying them that their recertification form was denied upon review.

(xvii) Rolling Recertification Renewal Notices – letters to prepaid wireless customers notifying them that it is time to renew their Lifeline benefit.

(xviii) Rolling Recertification Resends – letters to customers who request another Recertification Form be mailed to them.

4. Exhibit 1 is a table showing the required frequency and contents of each fulfilment item. This list may be changed through a written directive from the PUCT contract manager without amending the contract.

   (i) Weekly fulfillments must be mailed each Monday, or the following business day, if Monday is a holiday.

   (ii) Monthly fulfilments must be mailed within five business days of the first day of the month.

F. Customer Service

1. The LIDA must manage the LIDA call center.

   (i) The call center must be operational 24 hours per day, 7 days per week.

      (a) Both English and Spanish speaking operators must be available at all times.

      (b) The call center must not close for any holidays.

      (c) The call center must be physically located in Texas.

   (ii) Call center operators must:

      (a) Answer telephone calls from customers with questions or concerns about benefits programs; and

      (b) Resolve customer eligibility issues.

   (iii) English and Spanish speaking agents must be available at all times.

   (iv) The LIDA call center must also offer an IVR System for Texas residents to complete application and certification-related tasks. The IVR System must:

      (a) Have the capability to guide customer through options;

(b) Allow customers to complete and accept the following forms using voice or numeric commands:

(1) Certification Form

(2) Recertification Form

(3) Household Worksheet

(c) If the system is not able to complete the request, the call must be answered by a live call center agent who must have appropriate system access to complete the customer's request.

(v) All calls must be recorded and stored for a minimum of 4 months. If any call recording is subject to an open records request, an audit, a subpoena, or other legal requirement to retain the recording, the recording must be retained until the requirement mandating its retention ends. The LIDA may also be required to retain recorded calls as directed by the PUCT.

2. The LIDA must provide a point of contact or points of contact for the Utility Service Providers for technical questions relating to the matching process and customer complaints.

3. The LIDA must notify all applicants of their eligibility or ineligibility.

4. The LIDA must resolve any problems with the matching process.

5. The LIDA must coordinate with the Texas HHSC to establish the processing schedule for file exchange with the Utility Service Providers for each fiscal year (September 1 through August 31) by the end of July, except that the processing schedule for the fiscal year beginning September 1, 2019 was set by the incumbent contractor and the incoming contractor will be required to follow it.

6. The LIDA must provide Traditional TSPs the data necessary to complete the FCC Form 555 each year.

7. The LIDA must provide an SMS Text service for customers of prepaid wireless carriers to notify customers when they become eligible for the annual recertification process. The recertification window is open for each customer for a period of 60 days.

(i) The system must send automated texts on the following days:

(a) Day 1 of the customer's recertification window;

(b) Day 20 of the customer's recertification window;

(c) Day 45 of the customer's recertification window; and

(d) The final day of the customer's recertification window.

(ii) LIDA must propose standard text message content to PUCT Contract Administrator and get approval for the content of the automated texts.

8. The LIDA must carry out special projects, as directed by the PUCT. For example, the PUCT may request a mass-mailing of self-enrollment forms. Proposers must provide per-page pricing for ad hoc mailouts.

G. Compliance

1. The LIDA must provide an annual Statement on Standards for Attestation Engagements (SSAE 16), SOC 1, Type II (or latest approved AICPA version) audit of the LIDA's administration of the LIDA programs.

   (i) The audit must cover:

      (a) The LIDA's standard operating procedures for its LIDA programs;

      (b) The LIDA's network security as it pertains to handling confidential information received from HHSC.

      (c) The LIDA's compliance with Section 18.12 of the contract's General Terms and Conditions, pertaining to the LIDA's use of E-Verify.

   (ii) The audit must be completed to the current SSAE standard as of its date of completion.

   (iii) The timeframe examined for each audit will be the prior fiscal year.

   (iv) The audit for each fiscal year must be completed by the last business day of March of the following fiscal year (e.g., for the 2019 Fiscal Year, the audit must be completed by March 31, 2020).

2. The LIDA must complete a cybersecurity training program certified under Tex. Gov't. Code Section 2054.519 and selected by the PUCT by December 31, 2020, report the completion of the course to the PUCT Contract Administrator, and provide any documentation identified by the Contract Administrator to verify completion.

3. The LIDA must ensure the Lifeline Discount process meets the State of Texas and Federal Communications Commission (FCC) regulations.

4. The LIDA must timely respond to requests for information from PUCT, USAC, the FCC, and TSPs performing audits.

III. Confidentiality and Information Security

A. Work required by this contract involves handling confidential information in a secure way.

B. In order to evaluate beneficiaries' eligibility for benefits, the LIDA will need to receive information from the Texas HHSC. HHSC provides this information to the PUCT and the LIDA pursuant to a Data Use Agreement (DUA). As PUCT's subcontractor, the LIDA will be required to sign a Subcontractor Agreement Form that obligates the LIDA to comply with the terms of PUCT's DUA with HHSC. The DUA and Subcontractor Agreement Form are included as Exhibit 4 to this Statement of Work. HHSC will also require the LIDA to complete an Initial Security Evaluation before accessing HHSC's information.

C. The LIDA must sign HHSC's Subcontractor Agreement Form and complete the Initial Security Evaluation within the first ten calendar days after the effective date of the contract. Failure to sign the Subcontractor Agreement Form or complete the Initial Security Evaluation within ten calendar days of the effective date of the contract is cause for termination of the contract under Section 6.2 of the contract's General Terms and Conditions.

IV. Record-keeping, Information Access, and Invoices

A. Record Keeping

1. In addition to the requirements in Section 2.6 of this contract's General Terms and Conditions relating to records, the LIDA must generate and store certain PDF images:

   (i) Scanning from paper records: The LIDA must scan each paper application, supporting documentation, certification form and household worksheet form received and store them as .pdf files. The scanned images must be linked to the customer record in the LIDA system for review. The images must be maintained by the LIDA for the duration of the contract.

   (ii) Storage of paper records: Paper records must be retained for seven years after the contract ends.

   (iii) System-generated images: The LIDA must provide the ability to generate .pdf images from the data captured via website or NRT submissions. The .pdf images must be generated for each application, certification, and household worksheet. The images must be linked to the customer record in the LIDA system for review. The images must be maintained by the LIDA for the duration of the contract.

   (iv) The electronic images must be stored in an encrypted format. The LIDA must provide the PUCT with tools to view the historical images.

2. The PDF images of this data will contain PII information and must be stored in an encrypted format.

3. The LIDA must provide the PUCT Contract Administrator with tools to view the historical images.

4. The LIDA must retain and provide PUCT access, upon request, to all previous years' PDF images.

B. Information Access

1. The LIDA must provide the PUCT the following access to information:

   (i) The LIDA must provide the PUCT access to all files received and sent to the Utility Service Providers relating to the monthly matching process

   (ii) Read-only access to all information in the call center database

   (iii) Access to review call center recordings

2. The LIDA must provide a secure means of accessing information to the PUCT. Information available to the PUCT via secure access must include archived information, such as previously requested reports, and all information shared on a scheduled or ad hoc basis.

C. The LIDA must deliver PUCT-approved reports by the 10th working day of the month for the previous month's business. If the 10th business day of the month falls on a weekend, the reports are due on the last business day before the weekend. Sample Reports are included in Exhibit 3 to this RFP. Reports required include:

1. Enrolment Summary - This provides details on various topics regarding the month end process, applications processed by LIDA, requests for forms/letters, and number of applications received and how they were submitted.
2. LIDA Operations Rejection Code Summary - This provides a breakdown of all rejection reasons processed during the month.
3. LIDA Operations TSP Summary - This is a breakout of the monthly file processing for telecom companies. It provides number or records submitted, rejected and counts of records that were matched for a discount. It also provides detail if they submitted on time and the percentages of errors within files.
4. Texas LIDA 6-month TSP Rolling Report - This provides a list of self-enrollment records that are expiring in the next 6 months by carrier.
5. Monthly Call Reason Report - This breaks out the topic of the call and gives counts by those categories. The data is separated into individual weeks.
6. Monthly Report by ZIP Code - This breaks out call center calls received by each zip code and city.
7. Call Center Handle Time Report - This reports on calls received, answered abandoned and provides detail on talk time, time to answer and duration of calls.
8. Verification of all mailed letters - This is a report showing the breakdown of letter types and dates the vendor received and mailed the requested letters.
9. Verification of Call Center minutes
10. Verification of the number of Applications, Certification Forms, and Household Worksheets Processed
11. Any other reports reasonably determined necessary to fulfill or verify the purpose of this contract by the Contract Administrator

V. Liquidated Damages and Corrective Actions

A. If the LIDA breaches this agreement by failing to meet deadlines, the benefits received by individuals under the LIDA programs could be compromised, resulting in impediments to PUCT functions, damage to PUCT's reputation, and additional work for PUCT staff to remedy problems caused by the LIDA's breach. Damages to the PUCT resulting from the LIDA's failure to timely meet its obligations would be difficult to calculate in advance or at the time of breach, so this contract includes the following liquidated damages to be paid to the PUCT, as specified, if the following deadlines are missed.

1. The LIDA must deliver its Standard Operating Procedures (SOP) to the PUCT annually by December 15, regardless of whether there were changes to the procedure from the previous year. If the LIDA fails to provide the SOPs to the PUCT by the due date, The LIDA must pay PUCT an initial $5,000 in liquidated damages, plus $1,000 per day for each day after the due date until the SOPs have been delivered.

2. The LIDA must have a Disaster Recovery Plan and Business Continuity Plan in place. The LIDA must deliver a copy of each plan to the PUCT immediately upon contract execution when delivering the signed copy of the contract. The LIDA must provide an updated copy of each plan annually by December 15. The LIDA's plans must include or be provided with the Disaster Recovery and Business Continuity Plans of each subcontractor, if applicable. If the LIDA fails to provide all plans on the due date, the LIDA must pay PUCT an initial $5,000 in liquidated damages, plus $1,000 per day for each day after the due date until all plans have been delivered.

3. The LIDA must propose a processing schedule by July 31 of each year for the following fiscal year to the PUCT's Contract Administrator and adhere to the approved processing schedule posted on the PUCT website. The processing schedule for the 2020 fiscal year (beginning September 1, 2019) has already been set. If the LIDA fails to provide the output files to the utilities on the specified dates, the LIDA must pay PUCT an initial $5,000 in liquidated damages, plus $1,000 per day for each day after the due date until the files have been provided.

4. The LIDA must ensure PUCT receives each monthly report described in Section IV.C. of this Statement of Work by the deadline specified in that section. In any month in which at least one report is late, the LIDA must pay the PUCT an initial $5,000 in liquidated damages, plus $1,000 per day after the deadline until all reports are received. If the LIDA must correct a report after the due date of the report, the report will be deemed received on the date the corrected report is received and liquidated damages will apply as if the original report was received on that date.

5. The LIDA must mail each fulfillment item in the amount of time required by Section II.E.4 of this Statement of Work. If the LIDA fails to mail fulfilment items in the allotted time, the LIDA must pay PUCT liquidated damages of $25,000 per instance, plus $1,000 per day for each day after the due date until all items have been sent.

6. The LIDA must process (defined as review and enter into the system) 97% of self-enrollment applications within 7 business days of receipt. The period begins the first business day after receipt. If the LIDA fails to meet the 7-business-day deadline, the LIDA must pay PUCT liquidated damages of $500 per application or form per day.

B. The PUCT may waive liquidated damages at the Contract Administrator's discretion. Waiver of liquidated damages in one instance does not constitute a waiver of the PUCT's right to collect liquidated damages in any other instances.

C. Liquidated damages under this contract are not PUCT's exclusive remedy. Please see Article 6, Term and Termination for more information about damages and remedies for breach of this contract.

VI. Additional Contract Requirements and Information

A. The LIDA must scan all self-enrollment applications and back-up documentation for self-enrollment applications received.

B. The LIDA must provide PUCT access to all applications, certifications, and Household Worksheet forms.

C. The LIDA must be prepared to make any necessary changes to their database to meet PUCT needs or legislative requirements. This must be included in the LIDA's operational costs. The PUCT will not be responsible for additional charges for database changes.

D. The LIDA must be prepared to meet with the PUCT Contract Manager in Austin, Texas, three times per year. PUCT will not pay travel expenses or other additional charges related to these meetings.

E. The LIDA must deliver copies of their Standard Operating Procedures, Disaster Recovery Plan and Business Continuity Plan to the PUCT annually by December 15. The Disaster Recovery Plan and Business Continuity Plan must include the plans of all subcontractors, if applicable.

Exhibit 1 -FULFILLMENT REQUIREMENTS

Below is a summary of the LIDA's required mail-outs as of the date of this contract, their frequency, and their required contents (i.e. letter, application, certification form, or household worksheet). This list is subject to change upon PUCT approval and does not require an amendment to the contract.

Type	Frequency	Letter	Application	Cert. Form	HHWS
Application Rejection Notices *Note: Depending on the reason for rejection, Application Rejections may require any combination of the following: Application, Certification Form, Household Worksheet. All application rejections will require a letter.	Weekly	Yes	Yes*	Yes*	Yes*
CASS Failures	Monthly	Yes		Yes	Yes
Certification Form Review Rejection	Weekly	Yes		Yes	Yes
Certification Plus Letter	Monthly	Yes		Yes	
Certification Plus Rejections	Weekly	Yes		Yes	
Certification Plus Resend Letter	Weekly	Yes		Yes	No
Certification Resends	Weekly	Yes		Yes	Yes

Duplicative Discount Letter for Discounts on Multiple Telephone Numbers	Monthly	Yes		Yes	
Duplicative Discount Letter for Multiple Discounts in One Household	Monthly	Yes		Yes	Yes
Duplicative Discount Letters for Social Security Number	Monthly	Yes		Yes	
Name and Address Change Letter	Monthly	Yes		Yes	
Address Change Letter	Monthly	Yes		Yes	
Name Change Letter	Monthly	Yes		Yes	
New Application Package	Weekly		Yes	Yes	
New Discount Letter	Monthly	Yes		Yes	
PUCT Annual Mailing	Annual	Yes			
Renewal Notices	Monthly	Yes	Yes	Yes	
Rolling Recertification Denials	Weekly	Yes		Yes	

Rolling Recertification Renewal Notices	Monthly	Yes		Yes	
Rolling Recertification Resends	Weekly	Yes		Yes	

Exhibit 2 -FILE STRUCTURE

I. Current File Format Information for HHSC Files

A. Table 1. HHSC Record Layout

FIELD NAME	SIZE	POSITION NUMBERS
PTCO-TELCO-RECORD		001-300
PTCO-ID-NUMBER	ALPHA 09	001-009
PTCO-ACTION	ALPHA 01	010-010
FILLER	ALPHA 02	011-012
PTCO-TDHS-STATUS-MMDDYY	NUMER 08	013-020
PTCO-NAME	ALPHA 22	021-042
PTCO-SSN	NUMER 09	043-051
FILLER	ALPHA 13	052-064
PTCO-MAIL-LINE1	ALPHA 22	065-086
PTCO-MAIL-LINE2	ALPHA 24	087-110
PTCO-MAIL-CITY	ALPHA 16	111-126
PTCO-MAIL-ST	ALPHA 02	127-128
PTCO-MAIL-ZIP	NUMER 05	129-133
PTCO-MAIL-ZIP-=PLUS	NUMER 04	134-137
PTCO-RES-STREET	ALPHA 30	138-167
PTCO-RES-CITY	ALPHA 16	168-183
PTCO-RES-ST	ALPHA 02	184-185
PTCO-RES-ZIP	NUMER 05	186-190
PTCO-RES-ZIP-PLUS	NUMER 04	191-194
PTCO-BILL-NAME	ALPHA 22	195-216

PTCO-ACCT-SSN	NUMER 09	217-225
PTCO-CERT-NXX-AC	NUMER 03	226-228
PTCO-CERT-NXX-XCHNG	NUMER 03	229-231
PTCO-CERT-NXX-NR	NUMER 04	232-235
FILLER	ALPHA 23	236-258
PTCO-COUNTY	NUMER 03	259-261
FILLER	ALPHA 09	262-270
PTCO-BIRTH-DATE	NUMER 08	271-278
PTCO-PROGTYPE	ALPHA 03	279-281
PTCO-BASE-PLAN	ALPHA 02	282-283
FILLER	ALPHA 17	284-300

B. Table 2. HHSC Field Descriptions

FIELD	DESCRIPTION
PTCO-ID-NUMBER	Client Number derived in the SAVERR database[1].
PTCO-ACTION	Type of transaction (A = add, D = delete)
PTCO-TDHS-STATUS-MMDDYY	Processing date of the file.
PTCO-NAME	The client name in LAST, FIRST MIDDLE format. The suffix (JR, SR, III, etc.) if any is placed between LAST and comma. The first blank occurs after the first name.
PTCO-SSN	The client's social security number.
PTCO-MAIL-LINE-1	The first line of the client's mailing address according to categorical records or the application form.

[1] SAVERR is HHSC's database. Contractor will be provided access to the necessary information from this database in order to perform duties under the contract.

PTCO-MAIL-LINE-2	**The second line of the client's mailing address according to categorical records or the application form.**
PTCO-MAIL-CITY	**The city of the client's mailing address according to categorical records or the application form.**
PTCO-MAIL-ST	**The state of the client's mailing address according to categorical records or the application form.**
PTCO-MAIL-ZIP	**The zip code of the client's mailing address according to categorical records or the application form.**
PTCO-MAIL-ZIP-PLUS	**The plus-four zip code of the client's mailing address.**
PTCO-RES-STREET	**The client's residence street address. Spaces if residence and mailing address are identical. For LifeLine, the residence address information is gathered from SDX, FX, AND TANF case files.**
PTCO-RES-CITY	**The client's city of residence. Spaces if residence and mailing address are identical. For LifeLine, the residence address information is gathered from SDX, FX, AND TANF case files.**
PTCO-RES-ST	**The client's state of residence. Spaces if residence and mailing address are identical. For LifeLine, the residence address information is gathered from SDX, FX, AND TANF case files.**
PTCO-RES-ZIP	**The zip code of the client's residence address. Spaces if residence and mailing address are identical. For LifeLine, the residence address information is gathered from SDX, FX, AND TANF case files.**
PTCO-RES-ZIP-PLUS	**The plus-four zip code of the client's residence address. Spaces if residence and mailing address are identical. For LifeLine, the residence address information is gathered from SDX, FX, AND TANF case files.**

PTCO-ACCT-SSN	**Social Security number taken from SAVERR.**
PTCO-CERT-NXX-AC	**Area code for the certifying telephone number.**
PTCO-CERT-NXX-SCHNG	**Local exchange for the telephone number.**
PTCO-CERT-NXX-NR	**Local extension or telephone number.**
PTCO-ADDL-NXX-FLAG	**Flag indicating if the client has an additional telephone number.**
PTCO-ADDL-NXX-AC	**Area code for the additional contact number.**
PTCO-ADDL-NXX-XCHANG	**Local exchange for the additional telephone number. Zeroes means no additional phone or the telephone number of the additional phone is unknown.**
PTCO-ADDL-NXX-NR	**Local extension or number. Nines means the telephone number of the additional phone is unlisted.**
PTCO-COUNTY	**The county of residence of the client converted to standard numeric code (001-264).**
PTCO-BIRTH-DATE	**This field is the client's date of birth.**
PTCO-PROG-TYPE	**Type Program is a code which identifies the TDHS program under which benefits are provided.**
PTCO-BASE-PLAN	**Base Plan is a code, which identifies the TDHS base plan under which benefits are provided. Base Plan is used here to distinguish nursing home, institutionalized, etc. clients.**
FILLER	**Spaces.**

II. Data Format Requirements For Electric Companies

A. Electric Company (REP, MOU, COOP) Input File Requirements

1. General

2. Each REP, MOU or COOP participating in the LITEUP program must provide on a monthly basis a zip file containing two files

(i) A list of their active residential customers (residing in the state of Texas) in a comma delimited text file

(ii) A separate control file showing the total number of rows residing in the text file

3. The company is then responsible for FTP'ing the Zip file to the LIDA's FTP site (*"Site location"*). Secure FTP Login instructions will be provided in a separate document.

4. Naming Convention - Each file generated must follow a common naming convention as shown in Table 3.

Table 3. Naming Convention

REP1nnnnnnnn_YYYYMM.zip (containing the .txt and .ctrl files) **REP1nnnnnnnn_YYYYMM.txt** **REP1nnnnnnnn_YYYYMM.ctrl** **The suffix naming convention is:** **.txt** — **Identifies the residential customer list** **.ctrl** — **Identifies the control file** **.zip** — **Identifies the zip file containing the other two files**	
REP	**This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs. Whether your company is a REP, MOU or COOP please set this to a value of 'REP'**
1nnnnnnnn	**A unique nine-digit number assigned by the LIDA to each participating REP, MOU or COOP. This number will be provided to the REP, MOU or COOP under a separate document.**
_	**An underscore**

YYYYMM	**Four-digit year and two-digit month representing the year and month the file is being generated.**

5. Input File Requirements - The file generated must be a comma delimited text file separated by commas with each character field enclosed in double quotation marks. Input fields, descriptions, and examples are shown in Table 4.

Table 4.

Input Field Name	Description	Examples
Primary Name – Last	**The last name of the customer.**	**Jones** **Jones III** **Jones Jr**
Primary Name – First & Middle	**The first name and middle initial of the customer.**	**Joseph H**
Primary SSN	**The social security number of the customer. (See Note 1)**	**012345678** **(no dashes)**
Primary Telephone Number	**The 10-digit telephone number of the customer (includes area code). This is an optional field and should be provided if available.**	**5121234567** **(no dashes)**
Service Address	**The address receiving the service. If a street address is not available, the company should populate this field with whatever address is on file for that customer.**	**123 Main St** **P.O. Box 123**
Service City	**The City Name.**	**Houston**
Service Zip	**The Zip Code or Zip Code Plus. If there is a Zip Code Plus, please place a hyphen between the Zip Code and the Zip Code Plus field.**	**78701** **78701-1234**
ESI ID	**The ESI ID assigned to the specified service address. We are requiring ESI IDs in the**	**See Note 2**

	ERCOT format. No hyphens or other formatting characters should be used when transmitting the ESI Id electronically.	
Customer Account Number	**The account number assigned to this customer by the company. (See Note 3)**	

Note 1: This is an optional field. If the company captures the SSN and can supply it, it will assist the LIDA during the matching process by providing more accurate match criteria.

Note 2: The following text is ERCOT's description of the ESI ID:

> A unique number within Texas assigned to each point-of-service between the Utility and an end-use Customer, which once created and assigned shall not be re-issued, even in the event of termination of the associated point-of-service. The ESI Id will have the following format:
>
> 10xxxxxyyy...yy
>
> Where:
>
> 10 represents a placeholder for future use
>
> xxxxx is the 5-digit DOE Id Code for the [serving] OR [assigning] Utility
>
> y...yy is up to 29 alphanumeric characters assigned by the Utility. Allowable alphanumeric characters are 0-9, A-Z, and the space character. The space character should only be used to right-pad the field when less than 29 characters are used. The total length of the ESI Id is 36 alphanumeric characters.
>
> No hyphens or other formatting characters should be used when transmitting the ESI Id electronically.

Note 3: This is an optional field.

6. Sample Residential Customer List File Format (see Table 5).

Table 5.

Filename:	REP1nnnnnnnn_YYYYMM.txt
Sample Filename:	REP100012345_200901.txt
Record Format:	"Last Name","First Name","SSN","Tele Number","Address","City","Zip Code","ESI ID","Customer Account Number"

7. Sample Record Format (see Table 6.)

Table 6.

All Fields Populated	"DOE","JOHN","123456789","5121234567","123 MAIN ST.","ANYTOWN","78701-1234","10559804985739", "3ABC-18-9"
Primary SSN and Customer Account Number fields are not supplied (*Notice the "" showing that the field is blank)*	"DOE","JANE","","5555551212","123 MAIN STREET","ANYTOWN","75201","123445992359049435",""

8. Sample Control File Format – The Control_File will only contain a single row with one column. The value of that column will be the total number of records found in the Residential Customer List (.txt file). For example, if the company generates a residential customer list to send to the LIDA containing 10,000 records, the control file would contain the value 10000 starting in position 1 of the record. (See Table 7.)

Table 7.

Filename:	REP1nnnnnnnn_YYYYMM.ctrl
Sample Filename:	REP100012345_200401.ctrl
Record Format:	999999999 (where 999999999 represents the total number of records in the .txt file)
Sample Record:	10000

9. Additional Examples of Correct Formats:

   (i) Names: Middle name should be included in either First name or Last name without any quotes to it. Common mistakes in the first and last names are listed in Table 8. Correct format is also suggested.

Table 8.

Wrong Format	**Right format**
"Pat","Martin"," III""	"Pat", "Martin III"

""Short"," M D"","James"	"Short M D","James"
"BLOCKER","Ronnie" GEORGE"	"BLOCKER","Ronnie GEORGE"
"Ortiz "Cesar"","Elizabeth"	"Ortiz Cesar","Elizabeth"

(ii) Address fields: Some of the Address fields are provided with extra quotation marks (") in the middle, or additional quotes at the beginning or end of the address field. Table 9 shows examples of the wrong and right formats respectively.

Table 9.

Wrong Format	**Right format**
"5101 North "A" Street, Apt. 218"	"5101 North A Street, Apt. 218"
"3301 N. "K" Center St"	"3301 N. K Center St"
""132 S Main St"	"132 S Main St"
"132 S Main St""	"132 S Main St"

(iii) Phone numbers: Phone numbers should not include special characters like commas, hyphens, or spaces between the numbers. Each phone number should be exactly 10 digits. Table 10 shows common wrong formats and the right format for each sample number.

Table 10.

Wrong Format	**Right format**
"(555)-227-4736"	"5552274736"
"555-227-4736"	"5552274736"
"555 227 4736"	"5552274736"

(iv) Social Security Numbers must be represented by a string nine-digit number with no punctuation in between. Table 11 shows common wrong formats and the right format for each sample number.

Table 11.

Wrong Format	**Right format**

"555-62-7837"	"555627837"
"555 62 7837" [spaces between the numbers]	"555627837"

B. Electric Discount List File Layout

1. General

(i) The LIDA will generate a discount list for each Electric Company participating in the LITEUP program that has a residential customer that matched against the LITEUP Enrollment database.

(ii) The LIDA will provide a Zip file containing two additional files:

(a) A list of the company's residential customers who qualify for the discount in a comma delimited text file.

(b) A separate control file showing the total number of rows residing in the text file.

(iii) The LIDA will place the zip file on the LIDA FTP site under the "OUTPUT" directory and notify the company that the file is ready for download. The company will then use the Secure FTP software to retrieve the zip file. Login instructions to the LIDA FTP site will be provided in a separate document.

2. Table 12 shows the common naming convention the LIDA must use.

Table 12.

REP1nnnnnnnn_YYYYMM.zip	(containing the .txt and .ctrl files)
REP1nnnnnnnn_YYYYMM.txt	
REP1nnnnnnnn_YYYYMM.ctrl	
The suffix naming convention is:	
.txt	Identifies the residential customer list
.ctrl	Identifies the control file

.zip	Identifies the zip file containing the other two files
REP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs. Whether your company is a REP, MOU or COOP please set this to a value of 'REP'
1nnnnnnnn	A unique nine-digit number assigned by the LIDA to each participating REP, MOU or COOP. This number will be provided to the REP, MOU or COOP under a separate document.
_	An underscore
YYYYMM	Four-digit year and two-digit month representing the year and month the file is being generated.

3. Output File Layout - The file generated must be a comma delimited text file separated by commas with each character field enclosed in double quotation marks. Input fields are described in Table 13.

Table 13.

Input Field Name	Description	Examples
ESIID	The ESI ID assigned to the specified service address. This will be the same ESI ID provided by the REP.	10559804985739
Street	The address receiving the service. If a street address is not available, the company should populate this field with whatever address is on file for that customer.	100 Main St
City	The City Name.	Houston
State	The State Code	TX
Zip Code	The Zip Code or Zip Code Plus.	12345 12345-6789

Customer Account Number	The account number assigned to this customer by the company. (See Note 1)	3ABC-18-9
Primary Name – Last	The last name of the customer.	Jones Jones III
Primary Name – First & Middle	The first name and middle initial of the customer.	Joseph H
Primary SSN	The social security number of the customer. (Note: optional - will only be provided if the REP included it in their input file.	012345678 (no dashes)

4. Sample Residential Customer List Output File Format in Table 14.

Table 14.

Filename:	REP1nnnnnnnn_YYYYMM.txt
Sample Filename:	REP100012345_200901.txt
Record Format:	" ESIID","Service Address","City","State","Zip Code","Customer Account Number","Primary Last Name","Primary First Name","Social Security No"
Sample Record – All Fields Populated:	"10559804985739","100 MAIN ST.","ANYTOWN","TX","78701-1234,"3ABC-18-9","Doe","John H", "123456789"
Sample Record - Customer Account Number (Notice the "" showing that the field is blank)	"10559804985739","Doe","John H","1234567890","100 MAIN ST.","ANYTOWN","TX","78701-1234","","Doe","John H","123456789"

5. Descriptions and examples of Customer List Output File field names in Table 15.

Table 15.

Output Field Name	Description	Examples

Primary Name - Last	The last name of the customer.	Jones Jones III Jones Jr
Primary Name - First & Middle	The first name and middle initial of the customer.	Joseph H
Service Address	The address receiving the service.	123 Main St
Service City	The City Name.	Houston
Service Zip	The Zip Code or Zip Code Plus.	78701 787011234
Customer Provided Address	The customer provided address receiving the service. Blank if not available.	123 Main St First house on left
Customer Provided City	The customer provided City Name as corrected. Blank if not available.	Houston
Customer Provided Zip	The customer provided Zip Code or Zip Code Plus. Blank if not available.	78701 787011234
Primary Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
CASS Letter Sent Date	The date when CASS failure letter was sent.	02/29/2019
Customer Contacted Date	The date when customer contacted LIDA to validate address.	04/02/2019

6. Sample Discount List File Format in Table 16.

Table 16.

Filename:	REP1nnnnnnnn_YYYYMM.txt
Sample Filename:	REP100012345_200901.txt

7. Control File Format

(i) The Control File will only contain a single row with one column. The value of that column will be the total number of records representing the company's residential customers who qualify for discount programs (.txt file). For example, if the LIDA matched 10,000 records of the company's residential customers who qualify for discount programs, the control file would contain the value 10000 starting in position 1 of the record.

(ii) Sample Control File Format can be found in Table 17.

Table 17.

Filename:	REP1nnnnnnnn_YYYYMM.ctrl
Sample Filename:	REP100012345_200901.ctrl
Record Format:	999999999 (where 999999999 represents the total number of records in the .txt file)
Sample Record:	10000

III. Data Format Requirements For Telephone Companies

A. Telephone Company Input File Requirements

1. General

(i) Each Telephone Company participating in the program must provide on a monthly basis a zip file containing two files as specified below:

(a) A list of their active residential customers (residing in the state of Texas) in a comma delimited text file.
(b) A separate control file showing the total number of rows residing in the text file

(ii) The company is then responsible for FTP'ing the Zip file to the LIDA FTP site ("Site location"). Secure FTP Login instructions will be provided in a separate document.

2. Naming Convention – Each file generated must follow a common naming convention as shown in Table 18.

Table 18.

TSP2nnnnnnnn_YYYYMM.zip *(containing the .txt and .ctrl files)* TSP2nnnnnnnn_YYYYMM.txt TSP2nnnnnnnn_YYYYMM.ctrl The suffix naming convention is: .txt Identifies the residential customer list .ctrl Identifies the control file .zip Identifies the zip file containing the other two files	
TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
2nnnnnnnn	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four digit year and two digit month representing the year and month the file is being generated.

3. Input File Requirements - The file generated must be a comma delimited text file separated by commas with each character field enclosed in double quotation marks, as shown in Table 19.

Table 19.

Input Field Name	Description	Examples
Last Name	The last name of the customer.	Jones Jones Jr
First & Middle Name	The first name and middle initial of the customer.	Joseph H

Primary SSN	The social security number of the customer. (See Note 1)	012345678 (no dashes) 5678
Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
Service Address	The address receiving the service. A street address is required	123 Main St 567 N Main St Apt 6
Service City	The City Name.	Houston
Service Zip	The Zip Code or Zip Code Plus. If there is a Zip Code Plus, please place a hyphen between the Zip Code and the Zip Code Plus field.	78701 78701-1234
Customer Account Number	The account number assigned to this customer by the company. (See Note 2)	
Billing Address	This should be provided if there is a billing address other than that provided as the Service Address. Correspondence will be sent to this address. If there is no separate billing address the Service address should be duplicated in this field.	123 Main St. P.O. Box 234
Billing City	The City Name of the Billing Address	Houston
Billing State	The State of the Billing Address	TX NM
Billing Zip	The Zip Code or Zip Code Plus of the Billing Address. If there is a Zip Code Plus, please place a hyphen between the Zip Code and the Zip Code Plus Field	78701 78701-1234
Date of Birth	The Date of Birth of the customer. Report as null if not available.	12/12/2013 (MM/DD/YYYY)
Service Start Date	The date when the customer's current service began. (See Note 3)	12/12/2013 (MM/DD/YYYY)
Tribal Link-up Service Initiation Date	This is the date of service initiation to which Tribal Link Up support applied.	12/12/2013

		(MM/DD/YYYY)
Blocked Discount	This is an indicator identifying this record to not be considered for the Lifeline discount. (See Note 4)	Y N "" (null)
Rural Indicator	If flag is set to "R", the address is a rural or non-conventional address, but the TSP confirms it is a valid Service (residential) address.	R "" (null)
Service Type	An indicator specifying the type of discount being requested by the provider. This is a required field. (See Note 5)	VO, BO, BV, BB, BVB, "" (null)
Port Freeze Exception	An indicator specifying the port freeze exception code for consideration (See Note 6)	R, S1, L1, V1, P1, "" (null)

Note 1: The full SSN will assist the LIDA during the matching process by providing more accurate match criteria. Should there be privacy issues please provide the last 4 digits of the SSN.

Note 2: This is an optional field. If the company provides the customer account number it will be flowed back when the LIDA generates the discount list. This would assist the company in applying the discount.

Note 3: You must provide the latest Service Start Date for each customer (i.e., if a customer has been final billed during a given month, and that customer is re-acquired as a customer with the same telephone number the Service Start Date will reflect the date the customer was re-acquired).

Note 4: This field should be used when the provider wishes to block a residential customer from receiving the discount. Some examples of this are as follows although others may apply:

- Customer requested that they no longer be given the discount
- Customer is an employee receiving free telephone service

4. Sample Residential Customer List Input File format shown in Table 20.

Table 20.

Filename: TSP2nnnnnnnn_YYYYMM.txt

Sample Filename: TSP200012345_201303.txt

Record Format:

"Last Name","First Name","SSN","Telephone Number","Address","City","Zip Code","Customer Account Number","Billing Address","Billing City","Billing Zip Code","Date of Birth","Service Start Date","Linkup Service Initiation Date","Blocked Discount"," Rural Indicator"," Service Type","Port Freeze Exception"

Sample Records:

All fields populated

"DOE","JOHN","123456789","5121234567","123 MAIN ST.","ANYTOWN","78701-1234","ZZZ-YY-XXX-T","123 MAIN ST.","ANYTOWN","78701-1234","12/12/2012","1/12/2012","1/12/2012","Y","R","VO",""

Blocked Discount field not populated *(Notice the "" showing that the field is blank)*

"DOE","JOHN","123456789","5121234567","123 MAIN ST.","ANYTOWN","78701-1234","","123 MAIN ST.","ANYTOWN","78701-1234"","12/12/2012","1/12/2012","1/12/2012","","R","VO",""

B. Telephone Company Control File format

1. This file will only contain a single row with one column. The value of that column will be the total number of records found in the Residential Customer List (.txt file). For example, if the company generates a residential customer list to send to the LIDA containing 10,000 records, the control file would contain the value 10000 starting in position 1 of the record.

2. Sample Control File format can be found in Table 21.

Table 21.

Filename:	TSP2nnnnnnnn_YYYYMM.ctrl
Sample Filename:	TSP200012345_201303.ctrl
Record Format:	999999999 (where 999999999 represents the total number of records in the .txt file)
Sample Record:	10000

3. Additional information about correct formats:
   (i) **Names**: Middle name should be included in either First name or Last name without any quotes. Common mistakes in the first and last names are shown in Table 22. Correct format is also suggested.

Table 22.

Wrong Format	Right format
"Pat",""Martin"," III""	"Pat", "Martin III"
""Short"," M D"","James"	"Short M D","James"
"BLOCKER",""Ronnie" GEORGE"	"BLOCKER","Ronnie GEORGE"
"Ortiz "Cesar"","Elizabeth"	"Ortiz Cesar","Elizabeth"

(ii) **Address fields:** Some of the address fields are provided with extra double quotes (") in the middle, or additional quotes at the beginning or end of the address field. Table 23 shows examples of the wrong and right formats..

Table 23.

Wrong Format	Right format
"5101 North "A" Street, Apt. 218"	"5101 North A Street, Apt. 218"
"3301 N. "K" Center St"	"3301 N. K Center St"
""132 S Main St"	"132 S Main St"
"132 S Main St""	"132 S Main St"

(iii) **Phone Numbers:** Phone numbers should not have special characters like commas, hyphens or spaces in the numbers. They should be entered as ten digits. Table 24 shows common wrong formats and the corrected formats.

Table 24.

Wrong Format	Right format
"(956)-227-4736"	"9562274736"
"956-227-4736"	"9562274736"
"956 227 4736"	"9562274736"

(iv) **Social Security Numbers:** must be entered as a string nine-digit number without any colons or spaces in between. Table 25 shows common wrong formats and the corrected formats.

Table 25

Wrong Format	Right format
"466-62-7837"	"466627837"
"466 62 7837"	"466627837"
"*****7837"	"7837"

(v) **Date of Birth:** Date of Birth must be entered in the format MM/DD/YYYY, as shown in Table 26.

Table 26.

Wrong Format	Right format

"DECEMBER 12, 2012"	"12/12/2012"
"12.12.2012"	"12/12/2012"
"12122012"	"12/12/2012"

C. Telephone Discount List File Layout

1. General
   (i) The LIDA must generate a discount list for each Telephone Company participating in the program that has a residential customer that matched against the Enrollment database.

   (ii) The LIDA must provide a Zip file containing two additional files:
      (a) A list of the company's residential customers who qualify for the discount in a comma delimited text file.

      (b) A separate control file showing the total number of rows residing in the text file.

   (iii) The LIDA must place the zip file on the FTP site under the "OUTPUT" directory and notify the company that the file is ready for download. The company will then use the Secure FTP software to retrieve the zip file. Login instructions to the LIDA FTP site will be provided in a separate document.

   (iv) Each file will follow the common naming convention as shown in Table 27.

Table 27.

TSP2nnnnnnnn_YYYYMM.zip ***(containing the .txt and .ctrl files)***
TSP2nnnnnnnn_YYYYMM.txt
TSP2nnnnnnnn_YYYYMM.ctrl

The suffix naming convention is:

.txt	Identifies the residential customer list
.ctrl	Identifies the control file
.zip	Identifies the zip file containing the other two files

TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
2nnnnnnnn	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four digit year and two digit month representing the year and month the file is being generated.

D. Telephone Output File Layout

1. The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks, as shown in Table 28.

2. All fields in Table 28 prefixed with primary identify the person whom the service is provided for – not the person who is being billed unless they are one and the same. All fields in Table 28 prefixed with service represent the location (address, city and zip) that is receiving the service. With the exception of the last two fields shown in Table 28, all other data will be the same as the data originally submitted by the company.

Table 28.

Output Field Name	Description	Examples
Primary Name - Last	The last name of the customer.	Jones Jones III Jones Jr
Primary Name - First & Middle	The first name and middle initial of the customer.	Joseph H
Primary SSN	The social security number of the customer.	012345678 1234
Primary Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
Service Address	The address receiving the service.	123 Main St First house on left
Service City	The City Name.	Houston
Service Zip	The Zip Code or Zip Code Plus.	78701 787011234
Customer Account Number	The account number assigned to this customer by the company. (See Note 1)	
Date of Birth	The birth date of the customer	12/12/2012 (MM/DD/YYYY)

Certification Approval Date	This is the date that the Lifeline Certification Form was reviewed and approved by the LIDA, or 5/31/2012 for all customers who have been continuously receiving the discount from May 31, 2012.	12/12/2012 (MM/DD/YYYY)
Resident of Tribal Lands	This will be provided if an application was received indicating that the applicant is a resident of an approved Texas tribe	Y/N
Program Discount Type	A generic indicator that describes if the applicant was approved on a state program (S), a federal program (F), or both (B). It also serves as a generic indicator that describes if the applicant was approved based on the state poverty guidelines (136%-150%) (S), or both state and federal guidelines (0% - 135%) (B).	S,F,B
Service Type	An indicator specifying the type of discount being requested by the provider. (See Note 2)	VO, BO, BV, BB, BVB

Note 1: This is an optional field. If the company provides the customer account number it will be flowed back on the discount list.

Note 2: Indicator values:

1. VO – Voice Only service.
2. BO – Broadband Only service.
3. BV – Bundled Voice service. Offers broadband and voice, but meets minimum service standards for voice only.
4. BB – Bundled Broadband service. Offers broadband and voice but meets minimum service standards for broadband only.
5. BVB – Bundled Voice Broadband service. Meets minimum service standards for both voice and broadband.

E. Sample Residential Customer List Output File Format in Table 29.

Table 29.

Filename: TSP2nnnnnnnn_YYYYMM.txt

Sample Filename: TSP200012345_201303.txt

Record Format:

"Last Name","First Name","SSN","Tele Number","Address","City","Zip Code","Customer Account Number","Date of Birth","Certification Approval Date","Resident of Tribal Land","Program Discount Type","Service Type"

Sample Records:

All fields populated

"DOE","JOHN","123456789","5121234567","123 MAIN ST.","ANYTOWN","78701-1234,"ZZZ-YY-M",

"12/12/2012","6/30/2012","N","B","VO"

Customer Account Number fields are not supplied (*Notice the "" showing that the field is blank)*

" DOE","JANE","123456789","5555551212","123 MAIN STREET","ANYTOWN","75201","","12/12/2012",

"6/30/2012", "N", "B", "VO"

F. Control File Format

1. The Control File will only contain a single row with one column. The value of that column will be the total number of records representing the company's residential customers who qualify for the discount (.txt file). For example, if the LIDA matched 10,000 records of the company's residential customers who qualify for the discount, the control file would contain the value 10000 starting in position 1 of the record.
2. Sample Control File Format in Table 30.

Table 30.

Filename:	TSP2nnnnnnnn_YYYYMM.ctrl
Sample Filename:	TSP200012345_201303.ctrl
Record Format:	999999999 (where 999999999 represents the total number of records in the .txt file)
Sample Record:	10000

G. Telephone Discount Output – Form Map

1. General

(i) The LIDA must generate a file that provides a map of Lifeline Certification Form images to the customer's Telephone Number.

(ii) Each file must follow the common naming convention as shown in Table 31.

Table 31.

TSP2nnnnnnnn_YYYYMM_FORMS.zip *(containing the .txt and .ctrl files)* <Document Name>.pdf TSP2nnnnnnnn_YYYYMM_Form_Map.txt The suffix naming convention is: .txt — Identifies the cross-reference of Lifeline Certification Form Images to Telephone Numbers .ctrl — Identifies the Lifeline Certification Form Images .zip — Identifies the zip file containing the other two files	
TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
2nnnnnnnn	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four digit year and two digit month representing the year and month the file is being generated.

2. Output File Layout - The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks, as shown in Table 32.

Table 32.

FORMS Field Names	Description	Examples
TSP	The TSP ID of the telephone provider	TSP200000999
Telephone Number	The Customer's telephone number	1234567890

Image File	The file name of the image of the Lifeline Certification Form related to the Customer's telephone number	
Review Date	The date that the Lifeline Certification Form was approved.	12/12/2012 (MM/DD/YYYY)

3. Sample Form Map Output File in Table 33.

Table 33.

Filename: TSP2nnnnnnnn_YYYYMM_Form_Map.txt

Sample Filename: TSP200012345_201303_Form_Map.txt

Record Format:

"TSP", "Telephone Number","Image File","Review Date"

Sample Records:

All fields populated

"200000999","1234567890","TL201060112301303299-20120725-13120963.pdf","12/12/2012"

H. Telephone De-Enrolled List File

1. General
   (i) The LIDA must generate a list of all customers who were de-enrolled during the matching process.
   (ii) Each file must follow the common naming convention as shown in Table 34.

Table 34.

TSP2nnnnnnnn_YYYYMM_De-enrollees.zip *(containing the .txt and .ctrl files)*

TSP2nnnnnnnn_YYYYMM_De-enrollees.txt

TSP2nnnnnnnn_YYYYMM_De-enrollees.ctrl

The suffix naming convention is:

.txt Identifies the de-enrolled customer list

.ctrl .zip	Identifies the control file Identifies the zip file containing the other two files
TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
2nnnnnnnn	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four digit year and two digit month representing the year and month the file is being generated.

2. Output File Layout for De-enrolled Customers – The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks, as shown in Table 35.

Table 35.

Output Field Name	Description	Examples
Primary Name - Last	The last name of the customer.	Jones Jones III Jones Jr
Primary Name - First & Middle	The first name and middle initial of the customer.	Joseph H
Primary SSN	The social security number of the customer.	012345678 1234

Primary Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
Service Address	The address receiving the service.	123 Main St First house on left
Service City	The City Name.	Houston
Service Zip	The Zip Code or Zip Code Plus.	78701 787011234
Customer Account Number	The account number assigned to this customer by the company. **(See Note 1)**	
De-Enrolled Date	This will be the date LIDA De-enrolled the customer	12/12/2012 (MM/DD/YYYY)
De-Enrolled Reason	Description of the De-Enrollment Reason	

Note 1: This is an optional field. If the company provides the customer account number it will be flowed back on the discount list.

3. Sample Residential De-enrollees Output File Format shown in Table 36.

Table 36.

Filename: TSP2nnnnnnnn_YYYYMM_De-enrollees.txt

Sample Filename: TSP200012345_201303_De-enrollees.txt

Record Format:
" Last Name","First Name","SSN","Tele Number","Address","City","Zip Code","Customer Account Number", "De-Enrolled Date", "De-Enrolled Reason"

Sample Records:

All fields populated
"DOE","JOHN","123456789","5121234567","123 MAIN ST.","ANYTOWN","78701-1234,"ZZZ-YY-M","6/30/2012", "DE-ENROLLED DUE TO NOT MATCHING IN THE CURRENT PROCESS MONTH"

Customer Account Number fields are not supplied *(Notice the "" showing that the field is blank)*
"DOE","JANE","123456789","5555551212","123 MAIN STREET","ANYTOWN","75201","",
"6/30/2012","DE-ENROLLED DUE TO NOT MATCHING IN THE CURRENT PROCESS MONTH"

4. Control File Format
   (i) Control file will only contain a single row with one column. The value of that column will be the total number of records representing the company's residential customers who qualify for the discount (.txt file). For example, if the LIDA matched 10,000 records of the company's residential customers who qualify for the discount, the control file would contain the value 10000 starting in position 1 of the record.
   (ii) Sample Control File format shown in Table 37.

Table 37.

Filename:	TSP2nnnnnnnn_YYYYMM_De-enrollees.ctrl
Sample Filename:	TSP200012345_201303_De-enrollees.ctrl
Record Format: in the .txt file)	999999999 (where 999999999 represents the total number of records
Sample Record:	10000

I. Telephone Re-Enrolled List File Layout

1. General

(i) The LIDA will generate a list of all customers for whom a Household Worksheet form was received and approved. This file needs to be generated weekly.

(ii) Each file will follow the common naming convention as shown in Table 38.

Table 38.

TSP2nnnnnnnn_RE-ENROLLED_YYYYMMDD.zip ***(containing the .txt and .ctrl files)*** TSP2nnnnnnnn_RE-ENROLLED_YYYYMMDD.txt TSP2nnnnnnnn_RE-ENROLLED_YYYYMMDD.ctrl The suffix naming convention is: **.txt** Identifies the customer list **.ctrl** Identifies the control file which has the record count from .txt file **.zip** Identifies the zip file containing the other two files	
TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
2nnnnnnnn	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four digit year and two digit month representing the year and month the file is being generated.

2. OUTPUT FILE LAYOUT – Re-Enrolled Customers - The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks, as shown in Table 39.

Table 39.

Output Field Name	Description	Examples
Primary Full Name – Last, First	The full name of the customer.	Jones, Joseph Jones III, Joseph H Jones Jr, Joseph
Service Address	The address receiving the service.	123 Main St
Service City	The City Name.	Houston
Service State	The State code.	TX
Service Zip	The Zip Code or Zip Code Plus.	78701 787011234
Primary Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)

J. Telephone Form 555 File Layout

1. General

(i) The LIDA will generate a monthly Form 555 file for each Traditional TSP participating in the program that has a residential customer that was renewed or recertified.

(ii) The LIDA will provide a Zip file containing two additional files:

(a) A list of the company's residential customers who qualify for the discount in a comma delimited text file.

(b) Separate control file showing the total number of rows residing in the text file.

(iii) The LIDA will place the zip file on the FTP site under the "OUTPUT" directory. The company will then use the Secure FTP software to retrieve the zip file. Login instructions to the LIDA FTP site will be provided in a separate document.

(iv) Each file will follow the common naming convention as shown in Table 40.

Table 40.

TSP2nnnnnnnn_YYYYMM_FORM555.zip ***(containing 2 .txt files)*** TSP2nnnnnnnn_YYYYMM_FORM555_DETAIL.txt TSP2nnnnnnnn_YYYYMM_FORM555_SUMMARY.txt The suffix naming convention is: **DETAIL.txt** Identifies the customer list **SUMMARY.txt** Provides the count for Form 555 filing **.zip** Identifies the zip file containing the other two files	
TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
2nnnnnnnn	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four digit year and two digit month representing the year and month the file is being generated.

K. Output File Layout - DETAIL

1. The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks, as shown in Table 41.
2. All fields prefixed with *primary* in Table 41 identify the person whom the service is provided for – not the person who is being billed unless they are one and the same. All fields prefixed with *service* in Table 41 represent the location (address, city and zip) that is receiving the service.

Table 41.

Output Field Name	Description	Examples
Primary Name - Last	The last name of the customer.	Jones Jones III Jones Jr
Primary Name - First & Middle	The first name and middle initial of the customer.	Joseph H
Primary Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)

Service Address	The address receiving the service.	123 Main St
Service City	The City Name.	Houston
Service Zip	The Zip5 Code.	78701
Customer Account Number	The account number assigned to this customer by the company.	
Result	Result of Renewal process	SUCCESSFUL

L. Output File Layout - SUMMARY

1. The file generated will be a comma delimited text file separated by commas, as shown in Table 42.

Table 42.

Output Field Name	**Description**	**Examples**
LINE_A	Count of subscribers eligible for renewal for that month.	
LINE_B	Count of subscribers de-enrolled prior to renewal attempts.	
LINE_I	Count of subscribers whose eligibility was reviewed by third party	
LINE_K	Count of subscribers de-enrolled as a result of third party recertification attempt	
LINE_L	Count of subscribers who recertified through a third party	

M. Telephone CASS Failure File Layout

1. General

(i) The LIDA will generate a CASS Failure file every month for each TSP participating in the program that has customers that failed the CASS Address validation of their service address as provided by the carrier.

(ii) Each file will follow the common naming convention as shown in Table 43.

Table 43.

TSP2nnnnnnnn_YYYYMM_CASS_FAILURES.zip *(containing the .txt and .ctrl files)* TSP2nnnnnnnn_YYYYMM_ CASS_FAILURES.txt

TSP2nnnnnnnn_YYYYMM_ CASS_FAILURES.ctrl	
The suffix naming convention is: .txt — Identifies the customer list .ctrl — Identifies the control file which has the record count from .txt file .zip — Identifies the zip file containing the other two files	
TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
2nnnnnnnn	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four digit year and two digit month representing the year and month the file is being generated.

N. OUTPUT FILE LAYOUT – Customers with CASS Address failures

1. The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks, as shown in Table 44.

Table 44.

Output Field Name	Description	Examples
Primary Full Name – Last, First	The full name of the customer.	Jones, Joseph
Service Address	The address receiving the service.	123 Main St
Service City	The City Name.	Houston
Service Zip	The Zip Code or Zip Code Plus.	78701 787011234
Primary Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)

CASS Failure Date	The date when CASS validation failure occurred.	04/02/2019

O. Telephone CASS Correction File Layout

1. General
   (i) The LIDA will generate a CASS Correction file weekly for each TSP participating in the program that has CASS Address correction completed by the customer.
   (ii) Each file will follow the common naming convention as shown in Table 45.

Table 45.

TSP2nnnnnnnn_YYYYMM_CASS_CORRECTIONS.zip ***(containing the .txt and .ctrl files)*** TSP2nnnnnnnn_YYYYMM_CASS_CORRECTIONS.txt TSP2nnnnnnnn_YYYYMM_CASS_CORRECTIONS.ctrl The suffix naming convention is: **.txt** Identifies the customer list **.ctrl** Identifies the control file which has the record count from .txt file **.zip** Identifies the zip file containing the other two files	
TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
2nnnnnnnn	A unique nine digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four digit year and two digit month representing the year and month the file is being generated.

P. OUTPUT FILE LAYOUT – Customers with CASS Address corrections

1. The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks, as shown in Table 46.

Table 46.

Output Field Name	Description	Examples
Primary Name - Last	The last name of the customer.	Jones Jones III Jones Jr
Primary Name - First & Middle	The first name and middle initial of the customer.	Joseph H
Service Address	The address receiving the service.	123 Main St

Service City	The City Name.	Houston
Service Zip	The Zip Code or Zip Code Plus.	78701 787011234
Customer Provided Address	The customer provided address receiving the service. Blank if not available.	123 Main St First house on left
Customer Provided City	The customer provided City Name as corrected. Blank if not available.	Houston
Customer Provided Zip	The customer provided Zip Code or Zip Code Plus. Blank if not available.	78701 787011234
Primary Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
CASS Letter Sent Date	The date when CASS failure letter was sent.	02/29/2019
Customer Contacted Date	The date when customer contacted LIDA to validate address.	04/02/2019

Q. Telephone IVR Certifications File Layout

1. General

(i) The LIDA will generate an IVR Certification file every month for each TSP participating in the program that has customers that completed their Certification form via IVR.

(ii) Each file will follow the common naming convention as shown in Table 47.

Table 47.

TSP2nnnnnnnn_YYYYMM_IVR_CERTIFICATIONS.zip

(containing the .txt and .ctrl files)

TSP2nnnnnnnn_YYYYMM_IVR_CERTIFICATIONS.txt

TSP2nnnnnnnn_YYYYMM_IVR_CERTIFICATIONS.ctrl

<u>The suffix naming convention is</u>:

.txt Identifies the customer list

.ctrl	Identifies the control file which has the record count from .txt file
.zip	Identifies the zip file containing the other two files
TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
2nnnnnnnn	A unique nine-digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four-digit year and two-digit month representing the year and month the file is being generated.

2. Output File Layout - Customers with IVR Certifications - The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks. Output fields are described in Table 48.

Table 48.

Output Field Name	Description	Examples
Primary Last Name	The last name of the customer.	Jones, Joseph
Primary Name - First & Middle	The first name and middle initial of the customer.	Joseph H
Social Security Number	The Last 4 or Full Social Security Number of the customer.	123456789 6789
Primary Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
Service Address	The address receiving the service.	123 Main St
Service City	The City Name.	Houston

Service Zip	The Zip Code or Zip Code Plus.	78701 787011234
Customer Account Number	The account number assigned to this customer by the company.	
Billing Address	The Billing street address.	123 Main St
Billing City	The Billing City Name.	Houston
Billing State	The Billing State code.	TX
Billing Zip	The Billing Zip Code or Zip Code Plus.	78701 787011234
Date of Birth	The DoB of the customer.	10/01/1975
Temporary Address Ind	The indicator to identify if the address is temporary as reported by customer.	Y N null
Household Size	The number of Household members	1-9
Program Type	Eligibility Program	SSI SNAP FPHA CHIP MEDICAID LIHEAP TANF NSLP
Attestation1	Attestation 1 in the Cert Form	Y or null
Attestation2	Attestation 2 in the Cert Form	Y or null

Attestation3	Attestation 3 in the Cert Form	Y or null
Attestation5	Attestation 5 in the Cert Form	Y or null
Attestation6	Attestation 6 in the Cert Form	Y or null
Attestation7	Attestation 7 in the Cert Form	Y or null
Attestation8	Attestation 8 in the Cert Form	Y or null
Attestation4	Attestation 4 in the Cert Form	Y or null
Attestation9	Attestation 9 in the Cert Form	Y or null
Electronic Signature	Electronic Signature of the customer.	Y or null

F. Telephone Rolling Recertification Initial File Layout

1. General

(i) The LIDA will generate an Initial Rolling Recertification file every month for each Prepaid TSP participating in the program that has customers eligible for Annual Recertification process. This file will have customers that failed to recertify via the HHSC database and needs to recertify within the window.

(ii) Each file will follow the common naming convention as shown in Table 49.

Table 49.

TSP2nnnnnnnn_YYYYMM_PP_ROLLINGRECERT_FAILEDHHSC.zip

(containing the .txt and .ctrl files)

TSP2nnnnnnnn_YYYYMM_PP_ROLLINGRECERT_FAILEDHHSC.txt

TSP2nnnnnnnn_YYYYMM_PP_ROLLINGRECERT_FAILEDHHSC.ctrl

<u>The suffix naming convention is</u>:

.txt	Identifies the customer list
.ctrl	Identifies the control file which has the record count from .txt file

.zip	Identifies the zip file containing the other two files
TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.
2nnnnnnnn	A unique nine-digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four-digit year and two-digit month representing the year and month the file is being generated.

2. Output File Layout - Customers that need to Recertify - The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks. Output fields are described in Table 50.

Table 50.

Output Field Name	Description	Examples
Primary Last Name	The last name of the customer.	Jones, Joseph
Primary Name – First	The first name of the customer.	Joseph
Primary Name/Initial - Middle	The middle name/initial of the customer.	H Henry
Primary Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
Service Address	The address receiving the service.	123 Main St
Service City	The City Name.	Houston
Service State	The State code.	TX

Service Zip	The Zip Code or Zip Code Plus.	78701 787011234

G. Telephone Rolling Recertification Outcome File Layout

1. General

(i) The LIDA will generate a Rolling Recertification Outcome file every month for each Prepaid TSP participating in the program that has customers eligible for Annual Recertification process. This file will have the outcome of the Annual Recertification process for each of the customer in the Initial file. The carrier will use this file to de-enroll customer that did not successfully recertify.

(ii) Each file will follow the common naming convention as shown in Table 51.

Table 51.

TSP2nnnnnnnn_YYYYMM_PP_ROLLINGRECERT_OUTCOME.zip

(containing the .txt and .ctrl files)

TSP2nnnnnnnn_YYYYMM_PP_ROLLINGRECERT_OUTCOME.txt

TSP2nnnnnnnn_YYYYMM_PP_ROLLINGRECERT_OUTCOME.ctrl

<u>The suffix naming convention is</u>:

.txt	Identifies the customer list
.ctrl	Identifies the control file which has the record count from .txt file
.zip	Identifies the zip file containing the other two files

TSP	This is a constant value that is used by the LIDA to distinguish between the electric and telephone programs.

2nnnnnnnn	A unique nine-digit number assigned by the LIDA to each participating TSP. This number will be provided to the TSP under a separate document.
_	An underscore
YYYYMM	Four-digit year and two-digit month representing the year and month the file is being generated.

2. Output File Layout - Outcome of Customers that were in Recertification window - The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks. Output fields are described in Table 52.

Table 52.

Output Field Name	Description	Examples
Primary Last Name	The last name of the customer.	Jones, Joseph
Primary Name - First	The first name of the customer.	Joseph
Primary Name - Middle	The middle initial of the customer.	H Henry
Primary Telephone Number	The 10-digit telephone number of the customer (includes area code).	1234567890 (no dashes)
Service Address	The address receiving the service.	123 Main St
Service City	The City Name.	Houston
Service State	The State Code.	TX
Service Zip	The Zip Code or Zip Code Plus.	78701 787011234

Recertification Status	The customer's recertification status.	APPROVED DENIED-REVIEW DENIED-NORESPONSE
Recertification Date	The decision date (approved or denied by a Reviewer).	IVR HHSC Review Website
Recertification Method	Method through which the customer recertified.	IVR HHSC Review Website

3. Prepaid Lookup Input File Layout - The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks. Input fields are described in Table 53.

Table 53.

Input Field Name	Description	Examples
Last Name	The customer's last name.	Acosta
SSN-4	The last 4 digits of the customer's social security number.	2487
Date of Birth	The customer's date of birth	10/14/1941
Zip Code	Zip code	78701

4. Prepaid Lookup Output File Layout - The file generated will be a comma delimited text file separated by commas with each character field enclosed in double quotation marks. Input fields are described in Table 54.

Table 54.

Input Field Name	Description	Examples

Last Name	The customer's last name.	Acosta
SSN-4	The last 4 digits of the customer's social security number.	2487
Date of Birth	The customer's date of birth	10/14/1941
Zip Code	Zip code	78701
Verification	Determination if the customer is currently eligible to receive the discount	Not-Eligible, Eligible, Inconclusive
Discount	Determination if the customer is currently receiving the discount.	No, Yes
Household Worksheet	Determination if the customer needs to fill out and submit a household worksheet	No, Yes, -
Reserve Status	Determination if the customer can be reserved	Cannot Reserve, Can Reserve, Already Reserved
Confirmation #	The confirmation number generated by the system as a result of the look-up	4166253

H. Zip Software Compatibility Requirements

1. The Zip files can be created with WinZip or PKZip or any other software that maintains compatibility with WinZip8.1. Details of our Cross-product compatibility test are as shown in Table 55.
2. Note: Encrypted Zip files are not allowed. The Communication Channel (FTP Site) will be Encrypted to provide the desired security

Table 55.

Zip / UnZip	**WinZip 8.1**	**WinZip 7.0**	**PKZip 6.0**	**PKZip 6.0 (Encrypted)**

WinZip 8.1	●	●	●	
WinZip 7.0	●	●	●	
KZip 6.0	●	●	●	
PKZip 6.0 (Encrypted)				●

Exhibit 3 – SAMPLE REPORTS

LITE-UP Texas Enrollment Summary Report

November 2014

Enrollment Statistics	October 2014	November 2014
Number of Active Telephone Service Providers	129	129
Number of TSP Records Loaded	3,798,685	3,659,691
Number of Active Retail Electric Providers	68	67
Number of REP Records Loaded	6,154,216	6,161,030
Number of Records Provided for Telephone Discount Match	5,711,056	5,736,083
Number of Records Provided for Electric Discount Match	2,422,570	2,424,288
Number of Records Provided by HHSC	5,525,152	5,557,884
Number of HHSC Records Added	267,705	286,629
Number of HHSC Records Deleted	259,641	253,897
Number of HHSC Renewal Records	62,645	59,565
Number of Self-Enrollment Records	102,909	71,919
Number of Renewal Records (grace period)	261,667	122,171
Number of Records Expired due to Lack of Renewal (60-day report)	94,213	95,911

Eligibility Statistics	October 2014	November 2014
Number of Records Matched for Telephone Discount	711,863	723,382
Direct Enrollee Records Matched for Telephone Discount	701,796	714,216
Self-enrollment Records Matched for Telephone Discount	10,067	9,166
Self-enrollment Records Eligible for Telephone Discount	188,213	180,078
Number of Records Matched for Electric Discount	592,894	590,524

Direct Enrollee Records Matched for Electric Discount	**523,270**	**523,142**
Self-enrollment Records Matched for Electric Discount	**69,624**	**67,382**
Self-enrollment Records Eligible for Electric Discount	**194,280**	**183,220**

Production Statistics	**October 2014**	**November 2014**
Self-Enrollment Applications Processed	**15,918**	**6,960**
Self-enrollment Applications Certified for Telephone	**9,649**	**4,201**
Self-Enrollment Applications Rejected for Telephone	**6,269**	**2,759**
Self-enrollment Applications Certified for Electric	**9,640**	**4,475**
Self-Enrollment Applications Rejected for Electric	**6,278**	**2,485**
Cert/Worksheet Production (incl. Duplicative reviews)	**24,201**	**22,966**

Note: Production Statistics are based on calendar month rather than process month.

Fulfillment Statistics	**October 2014**	**November 2014**
New Application Requests	**7,865**	**3,496**
Renewal Notifications	**64,095**	**61,308**
Application Status Letter	**8,920**	**3,496**
New Discount Letters	**20,905**	**19,125**
Cert/Worksheet Rejection Letters	**14,552**	**8,806**
Instant Status Notifications	**8,047**	**3,414**

Other Information	**October 2014**	**November 2014**
Incoming Applications - UPS	**11,678**	**7,043**
Incoming Applications - Faxed	**3,361**	**2,072**
Incoming Certs/Worksheets - UPS	**13,320**	**9,096**

Online Application Requests	**5,071**	**2,941**
Cricket Applications	**66**	**10**

LIDA Operations Rejection Code Summary

November 2014

Code	Rejection Reasons	Electric	Telephone
3	Applicant not eligible for Medicaid	5	-
9	No Income Documentation	1,225	693
12	No signature	290	455
13	Income exceeds 150% of the fed	-	88
14	No Benefit Documentation	407	-
15	Name on telephone bill does not match the application name	-	13
16	Name on electric bill does not match the application name	4	-
17	Name(s) on proof of eligibility do not match app name	6	-
25	Income Tax Documents not signed	7	10
26	Insufficient proof of income	268	322
27	Address on proof of eligibility does not match app address	10	132
28	Address on Telephone Bill does not match app address	-	28
29	Address on Electric Bill does not match app address.	22	-
30	Income exceeds 125% of the fed	260	-
50	No Documentation Provided with Application	85	57
54	No Benefit Documentation	-	792
71	No Cert Form/HH Worksheet	-	1,463
72	No SS# and/or Date of Birth Provided	-	254
80	ID verification DOB is below minimum	-	3
81	ID verification no DOB available	-	35

82	ID verification SSN does not match	-	29
84	ID verification SSN issued prior to DOB	-	8
85	ID verification SSN not found	-	13
86	ID verification Subject is deceased	-	1
87	ID not located	-	37

LIDA Operations TSP Summary

November 2014

(Partial Shown for Space Considerations)

TSP ID	TSP Name	Received Date	Status	Submitted	Loaded	Rejected	Discounts	% Rejected
200000001	Company 1	11/19/2014	On-Time	1,088	1,061	27	35	2.54%
200000002	Company 2	10/30/2014	On-Time	9,335	9,327	8	159	0.09%
200000003	Company 3	11/19/2014	On-Time	3,304	3,195	109	281	3.41%
200000004	Company 4	11/17/2014	On-Time	729	695	34	44	4.89%
200000005	Company 5	11/19/2014	On-Time	57	48	9	0	18.75%
200000006	Company 6	11/19/2014	On-Time	3,153	3,083	70	137	2.27%
200000007	Company 7	11/19/2014	On-Time	1,777	1,774	3	205	0.17%
200000008	Company 8	11/18/2014	On-Time	745	738	7	29	0.95%
200000009	Company 9	11/18/2014	On-Time	407	407	0	17	0.00%
200000010	Company 10	11/17/2014	On-Time	2,622	2,622	0	177	0.00%
200000011	Company 11	11/19/2014	On-Time	4,234	4,234	0	191	0.00%
200000016	Company 12	11/19/2014	On-Time	1,475	1,417	58	55	4.09%
200000017	Company 13	11/17/2014	On-Time	4,651	4,563	88	110	1.93%
200000018	Company 14	11/18/2014	On-Time	2,578	2,556	22	130	0.86%
200000019	Company 15	11/18/2014	On-Time	1,079	1,048	31	20	2.96%

200000020	Company 16	11/17/2014	On-Time	623	622	1	30	0.16%
200000021	Company 17	11/19/2014	On-Time	1,098	892	206	3	23.09%
200000023	Company 18	11/14/2014	On-Time	15,037	15,003	34	928	0.23%
200000024	Company 19	11/18/2014	On-Time	623	604	19	51	3.15%
200000025	Company 20	11/19/2014	On-Time	312	309	3	19	0.97%
200000026	Company 21	11/18/2014	On-Time	11,215	11,215	0	688	0.00%
200000027	Company 22	11/18/2014	On-Time	2,000	1,999	1	17	0.05%
200000028	Company 23	11/19/2014	On-Time	603	585	18	30	3.08%
200000029	Company 24	11/18/2014	On-Time	12,864	12,841	23	298	0.18%

LIDA Operations REP Summary

November 2014

(Partial Shown for Space Considerations)

REP_Id	Rep_Name	Received Date	Status	Submitted	Loaded	Rejected	Discounts	% Rejected
100000003	Company 1	11/20/2014	On-Time	8,625.00	8,625.00	0.00	339	0.00%
100000006	Company 2	11/19/2014	On-Time	181,050.00	179,338.00	1,712.00	34017	0.95%
100000008	Company 3	11/19/2014	On-Time	205,556.00	205,365.00	191.00	25884	0.09%
100000011	Company 4	11/19/2014	On-Time	107,071.00	106,614.00	457.00	20429	0.43%
100000012	Company 5	11/19/2014	On-Time	117,740.00	117,740.00	0.00	5334	0.00%

100000014	Company 6	11/19/2014	On-Time	3,804.00	3,804.00	0.00	124	0.00%
100000015	Company 7	11/18/2014	On-Time	205,978.00	205,649.00	329.00	29408	0.16%
100000018	Company 8	11/20/2014	On-Time	1,263,118.00	1,263,115.00	3.00	100164	0.00%
100000019	Company 9	11/20/2014	On-Time	31,065.00	31,064.00	1.00	1146	0.00%
100000021	Company 10	11/18/2014	On-Time	34,245.00	33,996.00	249.00	2600	0.73%
100000022	Company 11	11/20/2014	On-Time	1,506,967.00	1,506,936.00	31.00	132551	0.00%
100000025	Company 12	11/19/2014	On-Time	40,944.00	40,352.00	592.00	4201	1.47%
100000026	Company 13	11/18/2014	On-Time	110,251.00	110,082.00	169.00	7406	0.15%
100000029	Company 14	11/20/2014	On-Time	925.00	925.00	0.00	107	0.00%
100000031	Company 15	11/20/2014	On-Time	5,748.00	5,748.00	0.00	1813	0.00%
100000033	Company 16	11/20/2014	On-Time	124,577.00	124,577.00	0.00	5223	0.00%
100000034	Company 17	11/20/2014	On-Time	34,035.00	34,035.00	0.00	1620	0.00%
100000035	Company 18	11/20/2014	On-Time	318,219.00	318,219.00	0.00	41891	0.00%
100000037	Company 19	11/17/2014	On-Time	96,042.00	95,792.00	250.00	2049	0.26%
100000040	Company 20	11/20/2014	On-Time	3,825.00	3,825.00	0.00	68	0.00%
100000043	Company 21	11/17/2014	On-Time	9,490.00	8,862.00	628.00	955	7.09%
100000045	Company 22	11/20/2014	On-Time	30,417.00	30,414.00	3.00	532	0.01%
100000046	Company 23	11/20/2014	On-Time	385,399.00	384,254.00	1,145.00	49110	0.30%
100000047	Company 24	11/19/2014	On-Time	242.00	188.00	54.00	3	28.72%
100000049	Company 25	11/19/2014	On-Time	12,239.00	12,238.00	1.00	585	0.01%

Texas LIDA 6-Month TSP Rolling Report

November 2014

(Partial Shown for Space Considerations)

TSP_Id	TSP_Name	Total	201412	201501	201502	201503	201504	201505
200000002	Company 1	5	1	1	-	1	2	-
200000003	Company 2	12	3	4	-	2	3	-
200000004	Company 3	6	1	1	1	-	2	1
200000006	Company 4	1	-	-	-	-	-	1
200000007	Company 5	3	1	1	-	-	1	-
200000008	Company 6	1	-	-	1	-	-	-
200000010	Company 7	1	-	-	-	-	1	-
200000011	Company 8	4	-	1	-	1	-	2
200000016	Company 9	1	-	-	-	1	-	-
200000017	Company 10	8	-	1	-	3	4	-
200000018	Company 11	2	-	-	-	2	-	-
200000019	Company 12	1	1	-	-	-	-	-
200000023	Company 13	14	4	1	3	1	3	2
200000024	Company 14	1	-	-	1	-	-	-
200000026	Company 15	7	1	1	-	3	1	1

200000027	Company 16	1	-	-	-	1	-	-
200000028	Company 17	2	-	-	-	-	1	1
200000029	Company 18	15	3	1	2	2	5	2
200000030	Company 19	3	-	-	1	1	1	-
200000032	Company 20	32	6	6	3	4	8	5
200000033	Company 21	9	1	-	2	2	3	1
200000034	Company 22	3	1	2	-	-	-	-
200000035	Company 23	1	-	-	1	-	-	-
200000040	Company 24	1	-	-	-	-	1	-

100000049	Company 25	31	7	4	7	5	7	1
100000052	Company 26	72	8	17	13	12	11	11
100000055	Company 27	15	2	2	4	1	1	5

November 2014 CALL REASON REPORT

(Partial Shown for Space Considerations)

Date	App Request	AW	Cert Complete	Change of Address	Eligibility	Hang Up	Help Completing Application	Imm Assist	Incomplete Certification	Lookup Company	No Answer	No Longer receiving discount	No Longer wants discount
11/1/2014		3		2	55	23	8	1				3	1
	-	3	-	2	55	23	8	1	-	-	-	3	1
11/2/2014	13	1			18	17	1					2	
11/3/2014	237	6	1	8	570	72	55	36	1			22	12
11/4/2014	152	6	1	11	462	58	39	22				26	3
11/5/2014	169	13		4	389	56	37	18				21	5
11/6/2014	135	7		5	360	49	45	17				10	4

11/7/2014	106	12	2	2	434	59	58	17				11	14
11/8/2014	24	7			123	22	21	5				10	4
	836	52	4	30	2,356	333	256	115	1	-	-	102	42
11/9/2014	6	9		1	49	16	3	3					1
11/10/2014	178	16		7	645	62	135	21				20	16
11/11/2014	104	7		2	371	48	73	15		1		19	3
11/12/2014	159	7		4	388	62	64	17				16	12
11/13/2014	116	8	1	2	320	53	63	8	2			19	7
11/14/2014	137	5	1	4	259	44	47	21	1			13	1
11/15/2014	23	1		1	63	18	10	3				1	3
	723	53	2	21	2,095	303	395	88	3	1	-	88	43

Call Reason Report Columns Represented:

Date

App Request

[Company]

Cert Complete

Change of Address

Eligibility

Hang Up

Help Completing Application

Immediate Assistance

Incomplete Certification

Lookup Company

No Answer

No Longer Receiving Discount

No Longer Wants Discount

Parked Call

Program Questions

Receipt of App

Received Rejection Letter

Refer to Electric Co

Refer to Phone Co

Refer to TDHS

Renewals

Rep Questions

Re-skill

System Issues

[company]

TSP Questions

November 2014 ACD Report

(Partial Shown for Space Considerations)

Campaign	Date	Day	Handled	English	Spanish	Abandons	Avg Handle Time (Seconds)	Avg Handle Time (Minutes)	Service Level	Avg Abandon Time
Texas LIDA	2014-11-01	Saturday	329	272	57	18	227.94	3.80	92.78%	0.09
		Weekly Total	329	272	57	18	227.94	3.80	92.78%	0.09
Texas LIDA	2014-11-02	Sunday	114	100	14	12	218.37	3.64	85.64%	0.10
Texas LIDA	2014-11-03	Monday	1,645	1,379	266	40	272.69	4.54	89.30%	0.11
Texas LIDA	2014-11-04	Tuesday	1,238	1,028	210	42	284.82	4.75	88.55%	0.14
Texas LIDA	2014-11-05	Wednesday	1,194	992	202	33	294.52	4.91	91.76%	0.15
Texas LIDA	2014-11-06	Thursday	1,076	936	140	23	298.63	4.98	92.08%	0.09
Texas LIDA	2014-11-07	Friday	1,213	1,051	162	32	301.15	5.02	83.45%	0.27
Texas LIDA	2014-11-08	Saturday	419	357	62	18	301.47	5.02	86.58%	0.15

		Weekly Total	6,899	5,843	1,056	200	288.55	4.81	88.86%	0.15
Texas LIDA	2014-11-09	Sunday	159	145	14	18	232.21	3.87	82.94%	0.12
Texas LIDA	2014-11-10	Monday	1,844	1,560	284	71	316.98	5.28	72.96%	0.52
Texas LIDA	2014-11-11	Tuesday	1,177	977	200	54	301.84	5.03	61.19%	0.65
Texas LIDA	2014-11-12	Wednesday	1,196	1,021	175	25	309.07	5.15	91.36%	1.05
Texas LIDA	2014-11-13	Thursday	1,064	885	179	34	299.77	5.00	90.02%	0.19
Texas LIDA	2014-11-14	Friday	939	802	137	30	305.26	5.09	82.96%	0.23
Texas LIDA	2014-11-15	Saturday	243	202	41	12	262.85	4.38	91.34%	0.16
		Weekly Total	6,622	5,592	1,030	244	304.41	5.07	79.09%	0.48
Texas LIDA	2014-11-16	Sunday	108	96	12	17	248.07	4.13	74.91%	0.31

Monthly (Report) By ZIP Code – November 2014 (Partial Shown for Brevity)

CITY	BIP	Grand Total
-	-	6,310
	Subtotal	6,310
ABBOTT	76621	1
	Subtotal	1
ABERNATHY	79311	5
	Subtotal	5
ABILENE	79601	30
	79602	41
	79603	74
	79604	1
	79605	43
	79606	18
	79608	1
	Subtotal	208
ADDISON	75001	3
	Subtotal	3
ADKINS	78101	3
	Subtotal	3
AGUA DULCE	78330	4
	Subtotal	4
ALAMO	78516	72
	Subtotal	72
ALBA	75410	4
	Subtotal	4
ALBANY	76430	2

Call Center Handle Time – November 2014

(Partial Shown for Space Considerations)

Skill	Skill	Month	Day	Handle Time
LUTX_English	LUTX_English	2014-11	2014-11-01	1,060.10
LUTX_English	LUTX_English	2014-11	2014-11-02	362.60
LUTX_English	LUTX_English	2014-11	2014-11-03	6,323.17
LUTX_English	LUTX_English	2014-11	2014-11-04	4,905.27
LUTX_English	LUTX_English	2014-11	2014-11-05	4,811.78
LUTX_English	LUTX_English	2014-11	2014-11-06	4,677.00
LUTX_English	LUTX_English	2014-11	2014-11-07	5,265.77
LUTX_English	LUTX_English	2014-11	2014-11-08	1,843.08
LUTX_English	LUTX_English	2014-11	2014-11-09	556.89
LUTX_English	LUTX_English	2014-11	2014-11-10	8,165.69
LUTX_English	LUTX_English	2014-11	2014-11-11	4,991.42
LUTX_English	LUTX_English	2014-11	2014-11-12	5,347.70
LUTX_English	LUTX_English	2014-11	2014-11-13	4,450.41
LUTX_English	LUTX_English	2014-11	2014-11-14	4,033.08

LUTX_English	LUTX_English	2014-11	2014-11-15	889.79
LUTX_English	LUTX_English	2014-11	2014-11-16	399.28
LUTX_English	LUTX_English	2014-11	2014-11-17	6,467.54
LUTX_English	LUTX_English	2014-11	2014-11-18	4,950.88
LUTX_English	LUTX_English	2014-11	2014-11-19	4,133.52
LUTX_English	LUTX_English	2014-11	2014-11-20	3,905.99
LUTX_English	LUTX_English	2014-11	2014-11-21	3,757.88
LUTX_English	LUTX_English	2014-11	2014-11-22	1,030.83
LUTX_English	LUTX_English	2014-11	2014-11-23	389.77
LUTX_English	LUTX_English	2014-11	2014-11-24	5,587.92
LUTX_English	LUTX_English	2014-11	2014-11-25	4,036.15
LUTX_English	LUTX_English	2014-11	2014-11-26	2,723.12
LUTX_English	LUTX_English	2014-11	2014-11-27	113.34
LUTX_English	LUTX_English	2014-11	2014-11-28	1,363.78
LUTX_English	LUTX_English	2014-11	2014-11-29	960.70
LUTX_English	LUTX_English	2014-11	2014-11-30	350.84

LUTX_Spanish	LUTX_Spanish	2014-11	2014-11-01	189.75
LUTX_Spanish	LUTX_Spanish	2014-11	2014-11-02	52.31
LUTX_Spanish	LUTX_Spanish	2014-11	2014-11-03	1,153.13
LUTX_Spanish	LUTX_Spanish	2014-11	2014-11-04	971.52
LUTX_Spanish	LUTX_Spanish	2014-11	2014-11-05	1,049.20

Performance Measurements Report – November 2014

(Partial Shown for Space Considerations)

#1 Production - Target 7 Business Days

Due Date	Applications	Completion Date	Objective Met?
11/1/2014			
11/2/2014			
11/3/2014	1,048	11/3/2014	*Yes*
11/4/2014	98	11/4/2014	*Yes*
11/5/2014	517	11/5/2014	*Yes*
11/6/2014	493	11/6/2014	*Yes*
11/7/2014	1,031	11/7/2014	*Yes*
11/8/2014			
11/9/2014			
11/10/2014	119	11/10/2014	*Yes*
11/11/2014	48	11/11/2014	*Yes*

#2 - Monthly Process

Process Month	November 2014
REP Discount Files Due	11/28/2014
REP Discount Files Provided	11/28/2014
Objective Met?	*Yes*
TSP Discount Files Due	11/28/2014
TSP Discount Files Provided	11/28/2014
Objective Met?	*Yes*

#3 - Renewals

Process Month	November 2014
File Posted	11/23/2014

11/12/2014	398	11/12/2014	*Yes*
11/13/2014	322	11/13/2014	*Yes*
11/14/2014	291	11/14/2014	*Yes*
11/15/2014			
11/16/2014			
11/17/2014	559	11/17/2014	*Yes*
11/18/2014	123	11/18/2014	*Yes*
11/19/2014	401	11/19/2014	*Yes*
11/20/2014	481	11/20/2014	*Yes*
11/21/2014	138	11/21/2014	*Yes*
11/22/2014			
11/23/2014			
11/24/2014	91	11/24/2014	*Yes*
11/25/2014	644	11/25/2014	*Yes*
11/26/2014	614	11/26/2014	*Yes*
11/27/2014			
11/28/2014			
11/29/2014			
11/30/2014			

File Size	**61,308**
Due Date	**12/2/2014**
Date Complete	**12/2/2014**
Objective Met?	***Yes***

#4 - Customer Service

Month	November 2014
New Incidents	**711**
24 Hr. Response	**711**
Objective Met?	***Yes***
Open Incidents at month end	**16**

#5 - Monthly Reporting

Month	November 2014
Invoice Due	**12/10/2014**
Objective Met?	***Yes***
Hub Report Due	**12/10/2014**
Objective Met?	***Yes***
Report Package Due	**12/12/2014**
Objective Met?	***Yes***

Exhibit 4 - HHS DATA USE AGREEMENT AND SUBCONTRACTOR AGREEMENT