Drafting of B2B Procedures

PRE CONSULTATION

PRE CONSULTATION PARTICIPANT RESPONSE TEMPLATE

Participant: *Simply Energy*

Completion Date: *2nd December 2016*

Table of Contents

1. CSDN 3
2. Service Orders 9
3. One Way Nofification 13
4. Meter Data 15

1. CSDN

Old Clause No	New Clause No	Comments
	3.2. Other Timing Requirements	*(a) Where the CustomerDetailsNotification is provided in response to a CustomerDetailsRequest, the Retailer must provide the CustomerDetailsNotification within two Business Days of receiving the CustomerDetailsRequest.* Editorial – Retailer to be replaced with Initiator
	4.2. Customer Details Request	*(a) A DNSP or MPB must send a CustomerDetailsRequest when ~~they~~ it reasonably believes that the information in the Customer and site Details notification have not been previously provided by the Retailer in a Notification transaction or that the information they hold is or may be incorrect.* Disagree with the "must" clause related to MPB, please refer to the highlightd text. DNSP can send a CDR when a CSDN is not received (for e.g. at completion of transfer, or a new connection etc.) however it is not associated with MPB. MPB can send a CDR (limited enumerations only, explained in below sections), but not for the reason mentioned in the above clause.
	4.3. Customer Details Notification	*(c) Retailers must send the relevant Notification to the DNSP, MPB (and MC as required) whenever they become aware of Customer Changes.* Disagree with the "must" clause related to MPB and/or MC, please refer to the highlightd text. We agree providing CSDN to DNSPs on all triggers, however with the above clause, every Retailer will send all CSDNs to all MPBs and this is not required by most MPBs and/or MCs and needs to

		be agreed bilaterally. Simply Energy's proposal (which was endorsed by majority of B2BWG members) is below: "CDN is an extremely high volume transaction and typical tier 1 volume of this transaction every night is about 12,000 CDNs per retailer. For tier 2s like us, it's about 5K/day. The reason I'm mentioning it is because from an MP perspective, it might not be of any value to store this data for all their NMIs as well as regular updates of move ins and move outs etc. Our proposal is to keep the CSDN process between DNSP and Retailer as a push (CDN) and pull (CDR) i.e., as per current world, and limit the process as a pull (CDR) only option for MP/MC/ENM, i.e, they can request this data if/when needed or as agreed. **Retailer to DNSP → Push and Pull (as per Procedure)** **Retailer to MPB/MC/ENM → Pull (as per Procedure)** **Retailer to MPB/MC/ENM → Push (as bilaterally agreed, not to be enforced)** MPs might only need life support related CSDNs unlike DNSPs that receive all. Also, there are no rule obligations for CSDNs to be sent to notified parties unlike for service order completions, so it's purely commercial from our perspective. By using this above approach, we can avoid the sequential issue for CSDNs and also keep the solution quite simple as it fits current protocol. The only change we (retailers) will need to do is to add MBP (say) participant IDs as a valid participant to receive CDRs from, and then treat it the same way as we do now - auto trigger CSDN for the requested NMI.

		Same principle should applied for Site Access Request/Notification process.
	4.3.2. Life Support	*4.3.2. Life Support (a) In addition to informing a Recipient through the B2B e-hub, The Retailer must immediately advise the DNSP by telephone when they becomes aware of Life Support situation. If the Initiator has evidence of Life Support when sending the CustomerDetailsNotification, the LifeSupportEvidence field must be marked 'Y' and the following fields become mandatory: AccountName, PatientName, LifeSupportEquipment and SiteAddress.* We don't support adding the above highlighted fields in the CSDN transaction. Currently there are no regulatory requirements to justify the inclusion of these data fields. The only change we support in CSDN is: Life support (Yes/No) Life support evidence (Yes/No)
	4.3.2 Life Support	Clause (b) clause should also be applicable for MPB/MC should they become aware of the site with L/S, and advise the Retailer as per the same process as DNSP.
	4.4. Customer Details Reconciliation	*(c) The Retailer must conduct the Customer Details Reconciliation with the DNSP and if requested by the MC or MPB, the Retailer must conduct the Customer Details Reconciliation within agreed timeframes.The CustomerDetailsReconciliation must use the CustomerDetailsNotification with MovementType of 'Reconciliation'.* **Proposal:** Retailer & DNSP – as per above wordings Retailer & MC/MBP – (as bilaterally agreed, not to be enforced)

		Proposed wording below: *"(c) The Retailer must conduct the Customer Details Reconciliation with the DNSP, within agreed timeframes.The CustomerDetailsReconciliation must use the CustomerDetailsNotification with MovementType of 'Reconciliation'.* *Retailer and MC or MPB may agree to conduct Customer Details Reconciliation with bilaterally agreed timeframes."* Accordingly, all the subsequent clauses in this section should be interpreted.
	5.1 CDR Transaction	Enumerations to be limited for parties other than DNSPs. Proposal below: "Returned Mail" (DNSP Only) "Missing Customer Details" (DNSP Only) "Confirm Life Support" (any party) "No response to rejected CDN" (DNSP Only) "Transfer Complete, no CDN Received" (DNSP Only) "New Connection, no CDN Received" (DNSP Only) "Data Quality Issue" (DNSP Only) "Other" (any party) "Rec – "confirm no LifeSupport" (DNSP Only or other parties with prior agreement only, else

		Retailer might reject the CDR)
	5.2. CustomerDetailsNotification	We don't not support the inclusion of following data elements: ***EmailAddress*** – this should not be "M/N", it should either be an "O" or completety taken out from the transaction set. Also, as per the below highlighted clause, CSDN is used for the purpose of Outage Management only, however "email addresses" are stored in our systems for billing puprposes, which may be different to outage contact information, hence it contradicts with the intent of CSDN usage. Unless the usage of CSDN is not prescribed clearly, we will not be supportive of email address to be added in this transaction. **4.3.1. Initiating a Customer Details Notification** (a) The initiator of the CustomerDetailsNotification will always be a Retailer. (b) The Retailer must confirm a contact for the management of outages and supply issues for each *connection point* and provide this information via the CustomerDetailsNotification for each *connection point* ***LifeSupportContactName*** **–** this should not be "M/N", it should either be an "O" or completety taken out from the transaction set. ***LSPostalAddress*** **–** this should not be "M/N", it should either be an "O" or completety taken out from the transaction set. ***LSPhoneNumber1*** – this should not be "M/N", it should either be an "O" or completety taken out from the transaction set. ***LSPhoneNumber2*** – this should not be "M/N", it should either be an "O" or completety taken out from the transaction set.

<table>
<tr><td></td><td></td><td>LSEmailAddress – this should not be “M/N”, it should either be an “O” or completety taken out from the transaction set. Refer to the “EmailAddress” section written above.

LifeSupportEvidence – we support this field with a (Y/N) flag.

SiteAddress – this should not be “M/N”, it should either be an “O” or completety taken out from the transaction set.

LifeSupport Equipment – we do not support the inclusion of this field at all, due to conflicts with privacy laws (pending legal assessment)

PatientName - we do not support the inclusion of this field at all, due to conflicts with privacy laws (pending legal assessment)</td></tr>
<tr><td></td><td>5.3. SiteAccessRequest</td><td><table><tr><td>Reason</td><td>VARCHAR(40)</td><td>M</td><td>The Initiator should provide a Reason for the request in this field, i.e.:
- New Retailer for site
- Records old and need to be updated
- No Access details on file for NMI
- No Hard Details on file for NMI
- Site Visit Required
- Any other reason.</td></tr></table>
Please replace “Any other reason.” with “Other”</td></tr>
<tr><td></td><td>5.3. SiteAccessRequest</td><td>Please add the following data element in this transaction:

SpecialNotes VARCHAR(240) O/M (Mandatory if Reason is “Other”)</td></tr>
<tr><td></td><td>Table 8 Business Events</td><td>Not Current FRMP Error 1939 (only to be used by DNSP)</td></tr>
</table>

2. Service Orders

Old Clause No	New Clause No	Comments
	3.3.4. Timing Requirement for Issuing a ServiceOrderRespons e	*"(b) For all other ServiceOrderRequests, the Recipient must send a ServiceOrderResponse within five business days of completing the work requested."* The above SLA needs to be within 1 business day, and in case of a remote de-energisation, within 5 minutes in order to meet the needs of the new world. Proposed rewording below: (b) For all other ServiceOrderRequests, the Recipient must send a ServiceOrderResponse within 1 business day of completing the work requested, and in case of a remote de-energisation, within 5 minutes of completing the work requested. Failure to get the ServiceOrderResponse in a earlier manner, Initiators and Notified Parties will not be able to deliver the required outcome, and will result in inefficient processes, e.g. in case of a remote de-en / re-en case.
	Not Applicable *(Overarching Principle)*	As per current drafting, our starting position was "everyone gets everything" that became a challenge, and we ended up with a modified solution of payloads and metadata, etc. going above and beyond our Rules obligations – we've no objections with that, however the below proposal is aimed to simplify the process in addition to meeting industry requirements at the same time.

Rules Obligations	Service Order Procedures (Draft Position)	Simply Energy's Proposal
Who are the notified parties: DB and RB only	Who are the notified parties: DB, MC, MP and RB	No change required to current draft concept: we support to extend the Rules definition to include MPs/MCs as notified parties.
Services: Re-en and De-en only	Services: All service orders are in scope	No change required to current draft concept: we support inclusion of all Service Order types to be notified and not limit it to Re-en/De-en only
When to notify: Post Completion only	When to notify: Request, Reject, Completion and Non-completion (and potentially, Cancellation)	Change proposed: Notifications for Completion only. We've identified that all possible use-cases can be fulfilled by providing "Completion" response only, however happy to get feedback from notified parties if there are significant concerns.
Timing to notify: As soon as practicable	Timing to notify: Yet to be defined, however assumed to be Instantaneously	Timing obligations can be enforced on Initiators based on the "Priority" of the Service Order. Assumed instantaneous notification upon receipt of Completion.

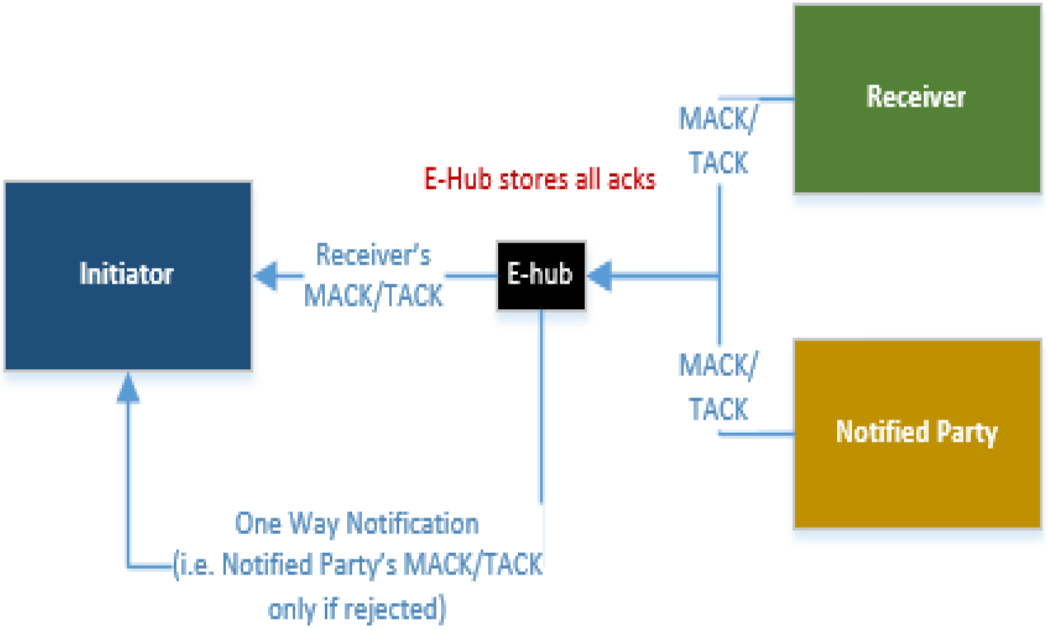
The above proposal will be beneficial for the industry in the following ways:

- Requires only one transaction to be included in SO Procedures

		o An Initiator can trigger it on the receipt of Completion of Service Order (instantaneously) o Notified Party can build this transaction for any subsequent processes o Can be easily built in B2B Browser for participants who'd like to use manual processes · Eliminates the exception handling issues (due to Request/Cancel/Acceptance/non-completion of Service Order Response) o No head of power to support this anyways o Meets the need of small tier 2 issues raised by Pac Hydro o Eliminates Option 1 and 2 confusion, everyone uses a standard-simple process · meets obligations of all parties as well as keeps the Procedures and Tech Spec clean and easy to build. · this can be achieved with minimal system/process change, while complying with the Rules. · Reduced reliance on B2B e-hub for day-1 market readiness, no content level processing and transformation required by B2B e-hub, etc Whilst we understand that with this approach, notified parties are not advised of the planned work ahead of schedule, this could be achieved bilaterally and may not require transactional modelling, keeping in mind the varying needs of notified parties. **E.g.** We've considered an example in which a customer might contact a notified party when out of power, which essentially means service order is completed. Service Order in majority of cases is a customer triggered event, so the chances of customer unawareness are quite slim, which narrows down the possibility of a customer calling anyone other than their Retailer. However in future a customer "may" contact DB or MC as a result of a service order issue. In any such uncommon scenario, retailer can be contacted if there is a customer issue and as mentioned by some 3rd Parties, they would always contact the retailer before visiting the site.

		From a notified party perspective as well, they might end up implementing a lot of logic and processes, for something that will rarely be used and for something can be managed on a case-by-case basis. We'd again like to raise that the 5 days SLA (as mentioned in the above row) will be a significant issue in the new world as since we're moving in a remote services world, 5 business days doesn't serve the value. Unless we deal with this issue, nothing can make the process efficient and their will always be a delay in receiving completion responses. As per current draft, Notified parties will end up implementing (if at all) their processes based on Request transaction however can they still provide a firm response to the customer if completion is not received? Probably not, so in any case they'll have to contact the Retailer. We would like to recommend reviewing timing obligations to make the end to end process as efficient as possible.
	4.1. ServiceOrderRequest Transaction Data	***LifeSupport*** data element – we're supportive of this inclusion.

3. One Way Nofification

Old Clause No	New Clause No	Comments
	Not Applicable *(Overarching)*	**As per current SWG paper, the below has been recommended:**  **i.e., If Notified Party "Rejects" a transaction, e-hub converts it into OWN and sends it to Initiator.**

<table>
<tr><td></td><td></td><td>A new one way notification to be included in this Procedure, which will form to be a part of “Service Order Process”. This notification will be required to be sent by an Initiator (or e-hub) to the Notified Party.</td></tr>
<tr><td></td><td>Not Applicable

(Overarching)</td><td>To be included in Procedure:

Continuing from above, Notified Party should only reject the nofification with the following error code:

1923 – Recipient not responsible for the supplied NMI

<table><tr><td>BusinessAcceptance/ Rejection</td><td>Recipient is not responsible for the supplied NMI.</td><td>Yes</td><td>Error</td><td>1923</td></tr></table></td></tr>
<tr><td></td><td>Not Applicable

(Overarching)</td><td>Linking to the above point, since we can’t TACK a TACK (as per current B2B Protocol,) we should/must:

Upon receipt of such One way Notification, Initiator must not reject it because principally it’s an Negative ACK, i.e., Initiator to send “Accept” transaction with event code “0” and this needs to be explained in the Procedure:

<table><tr><td>All</td><td>Accept.</td><td>No</td><td>Information</td><td>0</td><td>Standard aseXML</td></tr></table></td></tr>
</table>

4. Meter Data

Old Clause No	New Clause No	Comments
	3.6. RemoteOnDemandMeterRead Request	There are a few gaps that needs to be clarified in this Procedure. E.g. 1. Initiator requests On Demand Read at 3pm. 2. Recipient performs on demand read, capturing interval data from the meter in question up to the last completed interval (in this case, the interval ending at 3pm). The MDFF is designed to only support whole days of data, what does the Recipient now do? • Are they required to produce forward estimates to allow for a full day of data to be provided? • Do they only provide data up to the last whole day they have collected (which in all likelihood they have already sent as a matter of normal practice)?
	Not Applicable *(Overarching)*	On the same note as above, we recommend keeping this transaction in this Procedure instead of moving it under "Service Order" and making it a sub-type, because it will create unnecessary loops in the process. By putting this under Service Order would mean a service order response as well as a "NEM 12" file, which doesn't make sense. We believe it should simply be considered as another version of PMD, where an initiator can

		request the data and expect an MDFF NEM 12 instantly (how many intervals, is still an outstanding question). In terms of MDPs that would like to charge for this data, it can be bilaterally agreed instead of being in the Product Code list on Service Orders, because each MDP will treat this in a different way and there will be too many Product Code to manage, so something that's arguably be used on day 1.