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090552-TL

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Sent: Wednesday, December 30, 2009 3:21 PM
To: Filings@psc.state.fl.us
Cc: Masterton, Susan S; Khazraee, Sandra A
Subject: CenturyLink's Petition for Modification of its Service Guarantee Program
Attachments: CenturyLink Petition for Modification of SGP 12-30-09.pdf

Filed on Behalf of: Susan S. Masterton
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Docket No. _____

Title of filing: Embarq Florida, Inc. d/b/a CenturyLink's Petition for Modification of its Service Guarantee Program

Filed on behalf of: CenturyLink

No of pages: _____13_____

Description: Embarq Florida, Inc. d/b/a CenturyLink's Petition for Modification of its Service Guarantee Program

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Susan S. Masterton
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December 30, 2009

FILED ELECTRONICALLY

Ms. Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. _____
Embarq Florida, Inc. d/b/a CenturyLink's Petition for Modification of its Service
Guarantee Program

Dear Ms. Cole:

Enclosed for filing please find Embarq Florida, Inc. d/b/a CenturyLink's Petition for
Modification of its Service Guarantee Program.

Copies are being served on the parties in this docket pursuant to the attached certificate of
service.

If you have any questions regarding this electronic filing, please do not hesitate to call me
at (850) 599-1560.

Sincerely,

/s/ Susan S. Masterton
Susan S. Masterton

Enclosure

DOCUMENT NUMBER-DATE

12266 DEC 30 09

FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE
DOCKET NO. _____

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by regular U.S. Mail and electronic mail on this 30th day of December, 2009 to the following:

Florida Public Service Commission
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Joint Administrative Procedures Committee
Room 120
The Holland Building
Tallahassee, FL 32399-1300
(Via US Mail Only)

/s/ Susan S. Masterton
Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Embarq Florida, Inc. d/b/a CenturyLink for Modification of its Service Guarantee Program and for waiver of certain reporting requirements in Rule 25-4.0185, F.A.C., relating to answer time.	Docket No. Filed: December 30, 2009
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EMBARQ FLORIDA, INC. d/b/a CENTURYLINK'S PETITION FOR MODIFICATION OF ITS SERVICE GUARANTEE PROGRAM

Embarq Florida, Inc, d/b/a CenturyLink ("CenturyLink") submits this Petition for Modification of its Service Guarantee Program ("SGP") in accordance with Rules 25-4.085, 25-22.036, and 28-106.201, F.A.C. and request for waiver of certain reporting requirements relating to answer time in Rule 25-4.0185, F.A.C., in accordance with Rule 28-104.002, F.A.C. In support of its proposed modifications and request for waiver, CenturyLink states as follows:

1. The name and address of the affected agency is the Florida Public Service Commission ("Commission"), 2540 Shumard Oak Blvd., Tallahassee, 32399-0850.
2. The name of the Petitioner is Embarq Florida, Inc. d/b/a CenturyLink, a Florida corporation with its principal place of business at 100 CenturyLink Drive, Monroe, Louisiana 71203. CenturyLink is a certificated incumbent local exchange company in Florida.
3. All pleadings, notices and other documents filed in this proceeding should be directed to CenturyLink's representative as follows:

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BACKGROUND

4. In Docket No. 991377-TL, CenturyLink (then known as Sprint) and the Office of the Public Counsel entered into a stipulation and settlement wherein CenturyLink would implement a Service Guarantee Plan for a term of two years. The Commission approved the stipulation and settlement by Order No. PSC-00-2462-PAA-TL. In Order No. PSC-03-0733-PAA-TP the Commission granted CenturyLink's requested modification and extension of its initial Service Guarantee Plan for two years and again granted an extension of the Plan in Order No. PSC-05-0630-PAA-TP.

5. In 2005, the Commission adopted Rule 25-4.085, F.A.C., which allows a company to petition the Commission for approval of a SGP. Under the rule, approval of a SGP relieves the company from the rule requirements of each service standard addressed in the approved SGP. In evaluating a proposed SGP, the Commission is to consider the benefits to the company's customers and whether the SGP is in the public interest. In PSC-05-0918-PAA-TL, the Commission approved CenturyLink's SGP in accordance with Rule 25-4.085.¹ By its terms, CenturyLink's SGP continues indefinitely until modified or terminated by CenturyLink or the Commission. In Order No. PSC-06-0068-TP, the Commission approved a supplement to CenturyLink's SGP in which CenturyLink committed to repair 90% of out-of-service conditions for basic residential service within 24 hours each calendar quarter on a statewide level and to repair 90% of out-of-service conditions within 24 hours each calendar quarter in 90% of small exchanges, with no exchange missing the 90% objective for more than two consecutive months. As part of

¹ The SGP approved in Order No. PSC-05-0918-PAA-TL applies only to residential customers, in accordance with 2005 revisions to the applicability of the Commission's service quality rules. (See Docket No. 991473-TP)

these supplemental commitments, CenturyLink also committed that its initial offer for installation of basic residential service would not exceed five business days.

6. In 2009, the Legislature significantly amended ch. 364, F.S., to reduce the Commission's regulatory oversight of telecommunications services, in recognition of increased competition in the telecommunications market. In particular, the Legislature amended section 364.15, Florida Statutes, to limit the Commission's jurisdiction over service quality and provisioning to basic local telecommunications service only.²

7. In Docket No. 080641-TP, the Commission amended its service quality rules to reflect its jurisdiction as revised by the 2009 legislative amendments. The amended rules include Rules 25-4.066, 25-4.070, 25-4.073 and 25-4.110, F.A.C., which are addressed, in whole or in part, under CenturyLink's SGP. In addition, the Commission revised Rule 25-4.0185, which addresses reporting requirements relating to the enumerated service quality rules.

PROPOSED MODIFICATIONS TO CENTURYLINK'S SGP

8. Consistent with the 2009 statutory changes and the conforming modifications to the service quality rules, CenturyLink proposes to modify its current SGP to reflect these changes.

9. Specifically, CenturyLink proposes to modify its SGP as follows:

² Section 364.02(1) defines "basic local telecommunications service" to mean: voice-grade, single-line, residential local exchange service that provides dial tone, local usage necessary to place unlimited calls within a local exchange area, dual tone multifrequency dialing, and access to the following: emergency services such as '911,' all locally available interexchange companies, directory assistance, operator services, relay services, and an alphabetical directory listing.

In addition, the definition of "nonbasic service" in section 364.02 (10), provides that "Any combination of basic service along with a nonbasic service or an unregulated service is nonbasic service."

(a) Installation – Service installation standards will apply only to basic local telecommunications service lines, as defined in the 2009 amendments to s. 364.02, F.S.

(b) Repair – Service repair standards will apply only to basic local telecommunications service lines, as defined in the 2009 amendments to s. 364.02, F.S.

(c) Answer Time – Answer time will no longer be covered under the modified SGP. Instead, CenturyLink will comply with the answer time requirements set forth in Rule 25-4.073, F.A.C.

(d) The supplemental commitments approved in Order No. PSC-06-0068-TP will no longer apply, since they are no longer practicable in light of the narrowed scope of the service quality requirements.

10. CenturyLink's proposed modified SGP is included as Attachment A. CenturyLink's modified SGP will continue to benefit the company's customers by automatically providing payments in the form of credits to customers when certain service commitments for installation and repair of service interruption are not met. The proposed modified SGP also provides simplicity, which facilitates customer and employee understanding and implementation. The SGP, as modified, will meet the quality of service provisions of chapter 364, F.S., as amended in 2009, by giving immediate and direct compensation to basic local telecommunications service customers and by providing swift and significant penalties to CenturyLink if repair or installation of service is delayed.

WAIVERS OF REPORTING REQUIREMENTS IN RULE 25-4.0185

14. In conjunction with the modification of its SGP, and in accordance with rule 28-104.002, F.A.C., CenturyLink requests a waiver of certain requirements of Rule 25-4.0185 (Schedule 15 related to answer time) to allow CenturyLink to report answer time

performance measurements for all residential lines, not just basic local telecommunications service lines.

15. CenturyLink's systems are not capable of distinguishing between basic and nonbasic service lines for answer time and, therefore, the application of the rule would create a hardship for CenturyLink. CenturyLink is unable to determine when, if ever, its systems will be able to report answer time for basic local telecommunications service only and, therefore, is requesting a permanent waiver. Should CenturyLink become able to separately report basic service answer time at some point in the future, CenturyLink will ask that the waiver be lifted.

16. The waiver meets the requirements of the underlying statutes (specifically, ss. 364.01(4) and 364.183(1) F.S.) because CenturyLink will be reporting on a broader measure that includes the basic local telecommunications service lines covered by the rule. Because CenturyLink will be measuring its compliance with the answer time rules on all of its residential lines, not just its basic local telecommunications service lines, basic local service customers will not be harmed, while nonbasic customers will, if anything, receive a benefit by being included in the answer time measurement and reporting.

DISPUTED ISSUES OF MATERIAL FACT

17. CenturyLink is not aware of any disputed issues of material fact regarding the proposed modifications to its SGP.

STATUTES AND RULES ENTITLING CENTURYLINK TO RELIEF

18. CenturyLink is entitled to relief in accordance with section 364.01, 364.15, and section 364.183, Florida Statutes, Rule 25-4.085, F.A.C. and the service quality rules, as amended to conform to the 2009 statutory changes, and Rule 28-104.002, F.A.C.

PRAYER FOR RELIEF

CenturyLink is committed to providing high quality service to its customers and believes that the proposed modifications to its SGP will further that aim, consistent with the statutory and regulatory revisions to the Commission's regulation of service quality in light of the increasingly competitive telecommunications environment. Wherefore, CenturyLink respectfully requests that the Commission:

1. Approve the proposed modifications to CenturyLink's SGP; and
2. Approve CenturyLink's request for a waiver of the requirement to report answer time for only basic local telecommunications service and allow CenturyLink to report answer time for all residential lines.

Respectfully submitted this 30th day of December 2009.

/s/ Susan S. Masterton
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COUNSEL FOR CENTURYLINK

CENTURYLINK'S SERVICE GUARANTEE PROGRAM

The guarantees and payments under this Service Guarantee Program (SGP) apply to retail basic local telecommunications service customers. The SGP will have two service guarantee categories, installation and repair out-of-service, which will provide direct and automatic credits to customers for installation of primary basic local telecommunications service (where facilities are readily available) and repair of out-of-service conditions.

A. Service Guarantee Credit Schedules

1. **Repair Out-of-Service (Service Interruption)**

CenturyLink agrees to make the applicable automatic credits on the bills of each basic local telecommunications service customer based on the Service Guarantee schedule specified in Table 1. An out-of-service condition for purposes of this Service Guarantee credit occurs when a subscriber's service is interrupted, other than by a negligent or willful act of the subscriber, and it remains out of service in excess of 24 hours after being reported to the Company and where the customer is able to continue to take service (e.g., not where the service location has been destroyed by fire, flood, wind, etc.). Sundays and holidays are excluded in calculating service outage duration for purposes of determining applicability of the credits in Table 1.

CenturyLink will commit to continue to provide automatic pro-rata adjustments to basic local telecommunications service customers who experience out-of-service conditions during Sunday or holiday periods where such Sunday or holiday periods are not included in the duration calculation for purposes of the Service Guarantee Credit. Sundays or holidays

are not covered by the Service Guarantee Credit and will be calculated and credited to customers consistent with Rule 25-4.110(6), Florida Administrative Code.

TABLE 1

<i>Repair – Out of Service</i>	
<u>Duration</u>	<u>Credit</u>
<i>≤ 24 Hours</i>	<i>\$0</i>
<i>> 24 to 48 Hours</i>	<i>\$11</i>
<i>> 2 to 5 days</i>	<i>\$15</i>
<i>> Over 5 Days</i>	<i>\$40</i>

2. Service Installation Intervals

CenturyLink agrees to make the applicable automatic credits on the bills of basic local telecommunications service customers for whom CenturyLink fails to meet an installation commitment for primary basic local service. Table 2 contains CenturyLink’s commitment regarding the service installation and associated customer Service Guarantee Credit where central office and outside plant facilities are readily available with no work order required to provide necessary facilities. Qualification for application of a Service Guarantee Credit begins after customer satisfaction of all application and/or tariff requirements. If CenturyLink fails to install service on the date CenturyLink and the customer have agreed upon (commitment date), a Service Guarantee Credit will be automatically applied to the customer’s account in accordance with Table 2. If CenturyLink offers an installation date greater than three work days and the customer requests an earlier date, the credit will be automatically issued if service is not installed within three work days or on the customer requested due date, whichever is greater. Saturdays, Sundays and holidays are excluded for determining a commitment met.

TABLE 2

<i>Primary Service Installation</i>	
<u>Duration</u>	<u>Credit</u>
<i>Commitment Met</i>	<i>\$0</i>
<i>Missed Commitment</i>	<i>\$25</i>

B. General Terms

1. Implementation Date

Within 30 days of approval by the Commission.

2. Credits

Credits to customers will be made automatically and will not require the customer to request them.

C. Definitions

1. Basic Local Telecommunications Service

As that term is defined in Section 364.02, Florida Statutes, as amended by ch. 2009-226, Laws of Florida.

2. Day

The twenty-four hour period beginning and ending at midnight.

(For example, if a trouble report is received at 2 p.m. on Monday, and the trouble is cleared at 2:01 p.m. or later on Tuesday, a credit for one day would apply. A credit for two days would apply if the repair is completed at any time during the period 12:01 a.m. through 11:59 p.m. on Wednesday; a credit for three days would apply if the repair is completed at any time during the period 12:01 a.m. through 11:59 p.m. on Thursday; and so forth).

D. Other Provisions of the Service Guarantee Program

1. Force Majeure

In the event of an emergency due to major events (such as, hurricanes, work stoppages, or acts of third parties outside CenturyLink's control) when it is reasonable to expect that the Company's installation and repair intervals and answer times will be extended as a result of the major event, CenturyLink may declare a service emergency. In declaring a service emergency, the Company shall define the geographic area, on a minimum of an exchange basis, where the emergency exists, may make indefinite commitments for installation and repair services within the affected areas, shall initiate public service announcements to inform customers, and shall notify the Commission at the time of implementation and termination of the service emergency period. In such cases, the Company shall be relieved of its obligations to provide Service Guarantee Program credits for installation and repair service and answer time.

Where CenturyLink is relieved of meeting its obligations under the Service Guarantee Program, it will revert to making refunds or adjustments for customers affected by a service emergency, pursuant to Rule 25-4.110(6), Florida Administrative Code, for out-of-service conditions defined by Rule 25-4.070(1)(b), Florida Administrative Code.

2. Commission Jurisdiction & Reporting

The Service Guarantee Program and the automatic credits will relieve CenturyLink from the requirements of Rules 25-4.066(2), 25-4.070(3)(a), and 25-4.110(6), Florida Administrative Code, for the duration of the Service Guarantee Program.

CenturyLink will provide reports quarterly to the Commission within 30 days of the end of each quarter detailing the amount of credits given. Repair and installation related reports of credits will be presented in a (quarterly) format at a statewide level grouping

exchanges together for those having access lines of 50,000 or more and separately grouping together exchanges having fewer than 50,000 access lines.

3. Term of Service Guarantee Program

The term of the Service Guarantee Program is for an indefinite period beginning on the implementation date. The Company or the Commission may terminate the Service Guarantee Program at any time.