

Ruth Nettles

090552-TL

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Sent: Friday, February 26, 2010 4:25 PM
To: Filings@psc.state.fl.us
Cc: Masterton, Susan S; Khazraee, Sandra A
Subject: 090552-TL CenturyLink's Amended Petition
Attachments: 090552-TL Amended Petition 2-26-10.pdf

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Docket No. 090552-TL

Title of filing: Embarq Florida, Inc. d/b/a CenturyLink's Amended Petition for Modification of Its Service Guarantee Program and Withdrawal of Request for Waiver of Rule 25-4.0185, F.A.C.

Filed on behalf of: CenturyLink

No of pages: 15

Description: Embarq Florida, Inc. d/b/a CenturyLink's Amended Petition for Modification of Its Service Guarantee Program and Withdrawal of Request for Waiver of Rule 25-4.0185, F.A.C.

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01325 FEB 26 2010

Susan S. Masterton
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February 26, 2010

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

RE: Docket No. 090552-TL
Embarq Florida, Inc. d/b/a CenturyLink's Amended Petition for Modification of
Its Service Guarantee Program and Withdrawal of Request for Waiver of Rule 25-
4.0185, F.A.C.

Dear Ms. Cole:

Enclosed for filing please find Embarq Florida, Inc. d/b/a CenturyLink's Amended
Petition for Modification of Its Service Guarantee Program and Withdrawal of Request
for Waiver of Rule 25-4.0185, F.A.C.

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

01325 FEB 26 09

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE
DOCKET NO. 090552-TL**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by regular U.S. Mail and electronic mail on this 26th day of February, 2010 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 waiver of certain reporting requirements in Rule 25-4.0185, F.A.C., relating to answer time.	Docket No. 090552-TL Filed: February 26, 2010
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EMBARO FLORIDA, INC. d/b/a CENTURYLINK'S AMENDED PETITION FOR MODIFICATION OF ITS SERVICE GUARANTEE PROGRAM AND WITHDRAWAL OF REQUEST FOR WAIVER OF RULE 25-4.0185, F.A.C.

Embarq Florida, Inc, d/b/a CenturyLink ("CenturyLink") submits this Amended Petition for Modification of its Service Guarantee Program ("SGP") in accordance with Rules 25-4.085, 28-106.201, and 28-106.202, F.A.C. and withdraws its request for waiver of certain reporting requirements relating to answer time in Rule 25-4.0185, F.A.C. This Amended Petition amends and replaces the Petition and request for waiver filed in this docket by CenturyLink on December 30, 2009. In addition to the modifications to the SGP contained in CenturyLink's original Petition, the Amended Petition re-incorporates answer time in the SGP and modifies the answer time measurements consistent with Rule 25-4.073, F.A.C. In support of the Amended Petition, 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.

DOCUMENT NUMBER-DATE

01325 FEB 26 09

FPSC-COMMISSION CLERK

3. All pleadings, notices and other documents filed in this proceeding should be directed to CenturyLink's representative as follows:

Susan S. Masterton, Esq.
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850-224-0794 (fax)
susan.masterton@centurylink.com

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-00-2462A-PAA-TL. In Order No. PSC-03-0733-PAA-TL 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-FOF-TL.

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-

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)

PAA-TL, 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 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 and to make other changes to reflect the increasingly competitive telecommunications environment. 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.

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."

PROPOSED MODIFICATIONS TO CENTURYLINK'S SGP

8. CenturyLink proposes to modify its current SGP consistent with the 2009 statutory changes and the changes to the Commission's service quality rules.

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

(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 be changed to reflect the 90% in 90 seconds standard in Rule 25-4.073, F.A.C. Because CenturyLink's systems cannot distinguish between basic and nonbasic customers for answer time compliance or reporting purposes, CenturyLink will continue to make payments into the Community Service Fund for any answer time misses for all residential customers on the following graduated scale:

>=90% within 90 sec.	\$0
<90% but >=80%	\$2,000
<80% but >70%	\$5,000
<70%	\$7,000

This standard is similar to the answer time standard the Commission recently approved for AT&T in Docket No. 090461-TL. Consistent with Rule 25-4.073, F.A.C., CenturyLink will measure combined answer time for the business and repair offices on a quarterly basis.

(d) The supplemental commitments approved in Order No. PSC-06-0068-PAA-TL 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. In addition, the SGP benefits customers by providing additional incentives for CenturyLink to meet the answer time requirements or face automatic payments into the Community Service Fund. Contributions to the Community Service Fund are used to promote Lifeline enrollment in the state. 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 or answer time requirements are not met.

**WITHDRAWAL OF REQUEST FOR WAIVER OF REPORTING
REQUIREMENTS IN RULE 25-4.0185**

11. Since answer time will continue to be included in CenturyLink's SGP, a waiver of Rule 25-4.0185 relating to reporting of answer time standards is no longer necessary. Therefore, in this Amended Petition, CenturyLink withdraws its request for a waiver.

DISPUTED ISSUES OF MATERIAL FACT

12. 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

13. 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.

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 grant the Amended Petition and approve the proposed modifications to CenturyLink's SGP.

Respectfully submitted this 26th day of February 2010.

/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 three service guarantee categories. Two of the categories, installation and repair out-of-service, 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. The other category is for the combined answer time related to the business office and repair queues serving residential customers. Answer time credits (referred to herein as "Community Service Credits") are applicable to a Community Service Fund that will inform customers about and promote CenturyLink's Lifeline service.

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 providing 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 telecommunications 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 and where no special equipment or services are involved. 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>	
<i><u>Duration</u></i>	<i><u>Credit</u></i>
<i>Commitment Met</i>	<i>\$0</i>
<i>Missed Commitment</i>	<i>\$25</i>

3. Answer Time - Repair and Business Office

Answer time for residential customer calls to the business office and repair queues will be combined, with measurement and reporting based on a quarterly period. Measurement begins when the call leaves the Integrated Voice Response Unit (IVRU) and ends when a service representative answers the call or the caller abandons the call. Where an IVRU is not used, measurement begins as soon as the call is received at the automatic call distributor (ACD) and ends when a service representative answers the call or the caller abandons the call. The Company will maintain 100% accessibility to the ACD queue. Within 60 seconds after the customer enters the IVRU, the caller will be given the option to exit the menu and be connected to a service representative. CenturyLink will credit the Community Service Fund for disposition in the amounts specified in Table 3, following, based on the achieved quarterly results.

TABLE 3

<i>Answer Time</i>	<i>Community Service Credit</i>
<i>>=90% within 90 sec</i>	<i>\$-0-</i>
<i><90% but >=80%</i>	<i>\$2,000</i>
<i><80% but >=70%</i>	<i>\$5,000</i>
<i><70%</i>	<i>\$7,000</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. Accessibility

Where an IVRU is not used, accessibility for a particular queue is defined as the percentage of calls directed by the customer to the particular queue, where the numerator is the total number of calls either answered by a service representative or abandoned by the customer and the denominator is the total number of calls directed by the customer to the particular queue. Where an IVRU is used, accessibility for a particular queue is defined as the percentage of calls exiting the IVRU and directed by the customer to the particular queue, where the numerator is the total number of calls either answered by a service representative or abandoned by the customer and the denominator is the total number of calls exiting the IVRU and directed by the customer to the particular queue.

2. Service Representative

A repair or business office live attendant prepared to assist a customer with either a repair or service inquiry or request.

3. Basic Local Telecommunications Service

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

4. Community Service Credits

Credits applicable for answer time results as specified in Table 3.

5. Community Service Fund

The fund created by the payment of credits based on answer time results.

6. 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. Community Service Fund and Community Service Credits

CenturyLink has established a Community Service Fund in the form of a corporate undertaking. If, pursuant to the Service Guarantee Program, CenturyLink makes credits to the Community Service Fund, such amounts shall be disposed of, in coordination with the Office of Public Counsel, to inform customers about and promote CenturyLink's Lifeline service. Community Service Credits shall be accrued quarterly and shall be spent during the calendar year following the accrual. For example, any amounts accrued during calendar year 2010 shall be spent to inform customers about and promote CenturyLink's Lifeline service during calendar year 2011. The Parties reserve the right to agree to a different manner to dispose of amounts credited pursuant to the Service Guarantee Program, subject to the approval of the Florida Public Service Commission.

3. 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), 25-4.073 (1)(a) and (c) 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. A separate report representing the combined business office and repair answer time results for the quarter will be provided.

4. 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.