

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: March 25, 2010

TO: Office of Commission Clerk (Cole)

FROM: Division of Regulatory Analysis (M. Watts) *MW*
Office of the General Counsel (Tan) *Tan*
Division of Service, Safety & Consumer Assistance (Vickery) *Vickery*

RE: Docket No. 090552-TL – Petition for modification of Service Guarantee Program by Embarq Florida, Inc. d/b/a CenturyLink.

AGENDA: 04/06/10 – Regular Agenda – Proposed Agency Action – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Administrative

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

FILE NAME AND LOCATION: S:\PSC\RAD\WP\090552.RCM.DOC

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Case Background

On December 20, 2000, and January 12, 2001, the Florida Public Service Commission (Commission) issued Order Nos. PSC-00-2462-PAA-TL and PSC-00-2462A-PAA-TL (Docket No. 991377-TL),¹ respectively, approving the Settlement Agreement between the Office of Public Counsel and Sprint-Florida, Incorporated (n/k/a Embarq Florida, Inc. d/b/a CenturyLink and hereinafter referred to as CenturyLink), addressing CenturyLink's quality of service and granting a limited waiver of certain service quality rules. This resulted in CenturyLink's first

¹ Docket No. 991377-TL - Initiation of show cause proceedings against Sprint-Florida, Incorporated for violation of service standards.

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Service Guarantee Program, which operated as an exemption from those quality of service rules for a period of two years.

On June 19, 2003, the Commission issued Order No. PSC-03-0733-PAA-TL,² modifying the first Service Guarantee Program, extending its term for another two years, and extending the rule waivers for two years or until new service rules were adopted and became effective, whichever came first. Rule 25-4.085, Florida Administrative Code (F.A.C.), which provides that a party is relieved from a set of service standard rules that is addressed in a Service Guarantee Program, became effective on June 14, 2005.

On June 9, 2005, the Commission issued Order No. PSC-05-0630-FOF-TL (Docket No. 030430-TL) extending the time period of its Service Guarantee Program and limited rule waiver for three months to allow CenturyLink time to file a revised Service Guarantee Program in accordance with the newly adopted Rule 25-4.085, F.A.C. The Commission then approved CenturyLink's new Service Guarantee Program with the issuance of Order No. PSC-05-0918-PAA-TL³ on September 19, 2005.

On January 25, 2006, the Commission issued Order No. PSC-06-0068-PAA-TL⁴ incorporating CenturyLink's supplemental service quality commitments into its Service Guarantee Program. The Service Guarantee Program as modified by the Commission's 2005 and 2006 Orders is currently in effect. The current Service Guarantee Program may be terminated by either the Commission or the company at any time.

On December 30, 2009, CenturyLink filed a petition for modification of its current Service Guarantee Program. CenturyLink filed an amended petition (Attachment A) on February 26, 2010. CenturyLink's proposed Service Guarantee Program: 1) limits application of the service installation and repair standards of its Service Guarantee Program to basic residential customers in accordance with the 2009 legislative amendments to Section 364.02, F.S.; 2) changes answer time commitments to be consistent with the requirements of Rule 25-4.073, F.A.C.; and 3) removes the supplemental commitments approved in Order No. PSC-06-0068-PAA-TL from the Service Guarantee Program.⁵

On February 8, 2010, staff issued a data request to CenturyLink seeking clarification of what services it believed to be basic telecommunications services. CenturyLink filed its response (Attachment B) on February 11, 2010.

² Docket No. 030430-TL – Petition for approval of limited waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), F.A.C.; and for approval of modification and extension of Service Guarantee Plan (SGP) approved by Order PSC-00-2462-PAA-TL, by Sprint-Florida, Incorporated.

³ Docket No. 050490-TL – Petition for approval of Service Guarantee Program, with relief from requirements of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(a) and (c), and 25-4.110(6), F.A.C., by Sprint-Florida, Incorporated.

⁴ Docket No. 050918-TL – Supplemental service quality commitment by Sprint-Florida, Incorporated under Service Guarantee Program. 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 small exchanges, with no exchange missing the 90% objective for more than two consecutive months. It also committed that its initial offer for installation of basic residential service would not exceed five business days.

⁵ CenturyLink believes the supplemental commitments are no longer practicable in light of the narrowed scope of the service quality requirements.

Docket No. 090552-TL

Date: March 25, 2010

CenturyLink's initial petition proposed removing Answer Time Measurement from its Service Guarantee Program, and requested a waiver of certain reporting requirements of Rule 25-4.0185, F.A.C., pertaining to answer time. After discussions with staff concerning staff's February 8, 2010 data request, CenturyLink elected to amend its original petition to remove the request for rule waiver, and leave Answer Time Measurement in its Service Guarantee Program with modifications to make it consistent with the requirements of Rule 25-4.073, F.A.C.

The Commission is vested with jurisdiction over this matter pursuant to Sections 120.569, 364.01, 364.03, 364.035, 364.15, 364.17, and 364.183, F.S.

Discussion of Issues

Issue 1: Should the Commission approve Embarq Florida, Inc. d/b/a CenturyLink's request to modify its existing Service Guarantee Program, pursuant to the changes to the service quality rules necessitated by Chapter 2009-226, Laws of Florida?

Recommendation: Yes, the Commission should approve Embarq Florida, Inc. d/b/a CenturyLink's request to modify its existing Service Guarantee Program, pursuant to the changes to the service quality rules necessitated by Chapter 2009-226, Laws of Florida. (M. Watts/Vickery/Tan)

Staff Analysis: CenturyLink seeks to modify its current Service Guarantee Program. Rule 25-4.085, F.A.C., states:

A company may petition the Commission for approval of a Service Guarantee Program, which would relieve the company from the rule requirement of each service standard addressed in the approved Service Guarantee Program. When evaluating a Service Guarantee Program for approval, the Commission will consider the Program's benefits to the customers and whether the Program is in the public interest. The Commission shall have the right to enforce the provisions of the Service Guarantee Plan.

CenturyLink's current approved Service Guarantee Program relieves it 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), F.A.C. These rules pertain to the establishment of primary service and repair of interrupted service within specific time frames, and the measurement of answer time for subscribers who call in to the residential business or repair office.

Rule 25-4.066(2), F.A.C., provides:

Where central office and outside plant facilities are readily available, at least 90 percent of all requests for primary service in any calendar month shall normally be satisfied in each exchange or service center within an interval of three working days after receipt of application when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is requested by the applicant or where special equipment or services are involved.

Rule 25-4.070(3)(a), F.A.C., provides:

Restoration of interrupted service shall be scheduled to ensure at least 90 percent shall be cleared within 24 hours of the report.

Rule 25-4.073(1)(a) and (c), F.A.C., provides:

(a) At least 90 percent of all calls directed to business and repair offices for basic local telecommunications service shall be answered within 90 seconds after the last digit is dialed when no menu driven system is utilized.

(c) For subscribers who select the option of transferring to a live assistant, the call shall be transferred by the system to a live attendant. At least 90 percent of the calls shall be answered by the live attendant prepared to give immediate assistance within 90 seconds of being transferred to the attendant.

Rule 25-4.110(6), F.A.C., provides:

Each company shall make appropriate adjustments or refunds where the subscriber's service is interrupted by other than the subscriber's negligent or willful act, and remains out of order in excess of 24 hours after the subscriber notifies the company of the interruption. The refund to the subscriber shall be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative; except that the refund shall not be applicable for the time that the company stands ready to repair the service and the subscriber does not provide access to the company for such restoration work. The refund may be accomplished by a credit on a subsequent bill for telephone service.

CenturyLink's current Service Guarantee Program has been in effect since January 25, 2006, and meets the quality of service provisions of Chapter 364, F.S., by giving immediate and direct compensation to customers if certain quality standards are not met. Additionally, the Service Guarantee Program imposes similarly swift penalties on CenturyLink for not meeting objectives that are consistent with the Commission's service rules. The rules and a Service Guarantee Program are not applied simultaneously, because doing so would constitute unfairness and an economic hardship by imposing duplicate penalties.

CenturyLink's proposed modified Service Guarantee Program is similar to its existing Service Guarantee Program approved by the Commission in Order No. PSC-05-0440-PAA-TL, issued January 25, 2006, Docket No. 050918-TL, In Re: Supplemental service quality commitment by Sprint-Florida, Incorporated under Service Guarantee Program, except for the changes summarized in Table 1-1.

Table 1-1. Comparison of CenturyLink's current vs. proposed Service Guarantee Program (SGP)

Repair – Out-of-Service (Restoration of Interrupted Service)									
Existing SGP	Proposed Modified SGP								
<p>Where a customer's service is interrupted and it remains out of service in excess of 24 hours after being reported to Sprint and where the customer is able to continue to take service, the customer will receive an automatic credit on the bill in the following amounts:</p> <table border="0"> <thead> <tr> <th><u>Duration of Interruption</u></th> <th><u>Credit</u></th> </tr> </thead> <tbody> <tr> <td>24 to 48 hours</td> <td>\$11</td> </tr> <tr> <td>2 to 5 days</td> <td>\$15</td> </tr> <tr> <td>Over 5 days</td> <td>\$40</td> </tr> </tbody> </table> <p>The SGP only applies to residential customers.</p>	<u>Duration of Interruption</u>	<u>Credit</u>	24 to 48 hours	\$11	2 to 5 days	\$15	Over 5 days	\$40	<p>Identical except that the SGP applies only to residential basic local service (single line flat rate service).</p>
<u>Duration of Interruption</u>	<u>Credit</u>								
24 to 48 hours	\$11								
2 to 5 days	\$15								
Over 5 days	\$40								

Primary Service Installation	
Existing SGP	Proposed Modified SGP
<p>If CenturyLink fails to install primary local service on the date CenturyLink and the customer have agreed upon, a credit in the amount of \$25 will be automatically applied to the customer's account. The credit will be automatically issued if service is not installed within three work days should the customer request that service be installed within three work days from the date of the completed application. Saturdays, Sundays, and holidays are excluded for determining a commitment date.</p>	<p>Identical except that the SGP applies only to residential basic local service (single line flat rate service).</p>

Term	
Existing SGP	Proposed Modified SGP
<p>Indefinite period of time. CenturyLink or the Commission may terminate the SGP at any time.</p>	<p>Identical. To be implemented within 30 days of the Commission's approval.</p>

Force Majeure	
Existing SGP	Proposed Modified SGP
<p>In the event of an emergency due to major events, CenturyLink may declare a service emergency. In a service emergency, CenturyLink shall define the geographic area, may make indefinite commitments for installation and repair service within the affected areas, initiate public service announcements to inform customers, and notify the Commission at the time of implementation and termination of the emergency service period. In such cases, CenturyLink shall be relieved of its obligations to provide SGP credits.</p>	<p>Identical except that the SGP applies only to residential basic local service (single line flat rate service).</p>

Answer Time											
Existing SGP	Proposed Modified SGP										
<p>Answer time is measured and reported based on the Average Speed of Answer (ASA). Measurement of ASA 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 of ASA begins when 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.</p> <p>CenturyLink will credit the Community Service Fund for disposition based on the achieved monthly ASA in accordance with the following table.</p> <table border="1"> <thead> <tr> <th><u>ASA (seconds)</u></th> <th><u>Community Service Credit</u></th> </tr> </thead> <tbody> <tr> <td>≤50</td> <td>\$ 0</td> </tr> <tr> <td>> 50 ≤60</td> <td>\$ 2,000</td> </tr> <tr> <td>> 60 ≤70</td> <td>\$ 5,000</td> </tr> <tr> <td>> 70</td> <td>\$ 7,500</td> </tr> </tbody> </table> <p>CenturyLink will maintain 100% accessibility to the ACD queue.</p> <p>CenturyLink agreed not to deflect calls to a recording. Previously, CenturyLink would route a percentage of calls to a recording requesting that the customer leave his/her telephone number and a service representative would return the call.</p>	<u>ASA (seconds)</u>	<u>Community Service Credit</u>	≤50	\$ 0	> 50 ≤60	\$ 2,000	> 60 ≤70	\$ 5,000	> 70	\$ 7,500	<p>Changed to reflect the answer time standard in Rule 25-4.073, F.A.C. The answer time standard will continue to apply to all residential customers because CenturyLink's systems for answer time measurement cannot distinguish between basic and nonbasic customers.</p> <p>Greater than 90% within 90 seconds - \$0 Less than 90%, but greater or equal to 80% - \$2,000 Less than 80%, but greater or equal to 70% - \$5,000 Less than 70% - \$7,000</p>
<u>ASA (seconds)</u>	<u>Community Service Credit</u>										
≤50	\$ 0										
> 50 ≤60	\$ 2,000										
> 60 ≤70	\$ 5,000										
> 70	\$ 7,500										

Supplemental Commitments	
Existing SGP	Proposed Modified SGP
<p>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 small exchanges, with no exchange missing the 90% objective for more than two consecutive months. The initial offer for installation of basic residential service would not exceed five business days.</p>	<p>Removed from the SGP.</p>

Definitions	
Existing SGP	Proposed Modified SGP
<p>1. Basic Local Service: As defined in Section 364.02, F.S., 1999</p> <p>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.</p> <p>Definitions of the following terms, items 3 through 7, are included in the existing SGP. All of them pertain to answer time requirements of the SGP, which are not included in the proposed SGP. Due to the length of the definitions, only the terms are listed here:</p> <p>3. Accessibility 4. Average Speed of Answer 5. Service Representative 6. Community Service Credits 7. Community Service Fund</p>	<p>1. Basic Local Telecommunications Service: As that term is defined in Section 364.02, F.S., as amended by Chapter 2009-226, Laws of Florida.</p> <p>2. Day: Identical.</p> <p>3. Accessibility: Identical.</p> <p>4. Average Speed of Answer: Removed from the SGP.</p> <p>5. Service Representative: Identical.</p> <p>6. Community Service Credits: Identical.</p> <p>7. Community Service Fund: Identical.</p>

In the event that CenturyLink declares a service emergency due to a major event (Force Majeure), CenturyLink will be relieved of meeting its Service Guarantee Program obligations and the company will revert to making refunds or adjustments for customers affected by a service emergency, pursuant to Rule 25-4.110(6), F.A.C., for out-of-service conditions defined by Rule 25-4.070(1)(b), F.A.C.

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 given 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.

CenturyLink concurs with the Commission’s findings in Docket No. 090461-TL, In Re: Petition for modification of Service Guarantee Program by BellSouth Telecommunications, Inc. d/b/a AT&T Florida, that basic local telecommunications service as defined in Section 364.02, F.S., does not include a primary interexchange carrier (PIC) or a local primary interexchange carrier (LPIC). See Attachment B.

Accordingly, staff recommends that the Commission approve Embarq Florida, Inc. d/b/a CenturyLink’s petition to modify its existing Service Guarantee Program, pursuant to the changes to the service quality rules necessitated by Chapter 2009-226, Laws of Florida.

Docket No. 090552-TL
Date: March 25, 2010

Issue 2: Should this docket be closed?

Recommendation: If no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, this docket should be closed upon the issuance of a consummating order. **(Tan)**

Staff Analysis: At the conclusion of the protest period, if no protest is filed, this docket should be closed upon the issuance of a consummating order.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In-re: Petition of Embargo 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.

Embargo 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 Embargo 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

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

Susan S. Masterton, Esq.
315 S. Calhoun Street, Suite 500
Tallahassee, FL 32301
850-599-1560 (phone)
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-03-0739-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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susan.masterton@centurylink.com

COUNSEL FOR CENTURYLINK

Attachment A

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>	
<u>Duration</u>	<u>Credit</u>
<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 (e) 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.

Data Request No. CenturyLink - 1 (Nos. 1-8)

1. The definition of Basic Local Telecommunications Service in Section 364.02, F.S., in part requires that access be provided to all locally available interexchange companies. Please identify the method(s) (dialing pattern) that consumers may use to gain access to locally available interexchange companies.

Response: Customers have a variety of dialing patterns to gain access to an interexchange company using their basic local telecommunications service. Listed below are the dialing patterns CenturyLink believes customers may use to access available interexchange companies.

- a. 1+10 digits (EXC presubscribed)
- b. 1+8XX NXX-XXXX
- c. 1010XXX+1+10 digits
- d. 0+NPA-NXX-XXXX
- e. Calling cards

2. For each customer example provided in the table below, please state, using Y (Yes) or N (No), if the customer is eligible for CenturyLink's proposed SGP. Assume the customer has CenturyLink's dial tone and only has the specific feature or only completes a specific act as presented in the table.

Response:

No.	Feature	SGP Eligible	Rationale Label
a.	Inside wire maintenance	N	See Response to Request No. 3, below
b.	Caller ID	N	See, No. 3 below.
c.	Call Forwarding	N	See, No. 3 below.
d.	Call Waiting	N	See, No. 3 below.
e.	Any combination of Caller ID/Call Forwarding/Call Waiting	N	See, No. 3 below.
f.	Caller ID Blocking	N	See, No. 3 below.
g.	Anonymous Call Rejection	N	See, No. 3 below.
h.	Three-way calling	N	See, No. 3 below.
i.	Return Call	N	See, No. 3 below.

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No.	Feature	SGP Eligible	Rationale Label
j.	Repeat Dial	N	Sec. No. 3 below.
k.	Call Trace	Y	Sec. No. 3 below.
l.	User-ordered third party product submitted by a clearinghouse and billed via the LEC	Y	Sec. No. 3 below.
m.	CenturyLink Internet Service	N	Sec. No. 3 below.
n.	CenturyLink Unlimited toll calling plan (With LPIC/PIC)	N	Sec. No. 3 below.
o.	PIC and LPIC to CenturyLink LD without selection of a CenturyLink calling plan	N	Sec. No. 3 below.
p.	PIC and LPIC to CenturyLink LD with selection of a CenturyLink calling plan	N	Sec. No. 3 below.
q.	Completes a 911 call	Y	Sec. No. 3 below.
r.	Completes 0+ call billed via the LEC	Y	Sec. No. 3 below.
s.	Completes 0+ call not billed via the LEC	Y	Sec. No. 3 below.
t.	Completes Relay Call via 711 billed via the LEC	Y	Sec. No. 3 below.
u.	Completes Relay Call via 711 not billed via the LEC	Y	Sec. No. 3 below.
v.	Completes Relay Call via toll-free access billed via the LEC	Y	Sec. No. 3 below.
w.	Completes Relay Call via toll-free access not billed via the LEC	Y	Sec. No. 3 below.
x.	Completes DA Call – service provided and billed by the LEC	Y	Sec. No. 3 below.
y.	Completes DA Call – service not provided by the LEC but billed via the LEC	Y	Sec. No. 3 below.
z.	Completes DA Call – service not provided by the LEC and not billed via the LEC	Y	Sec. No. 3 below.
aa.	No LPIC/No PIC	Y	Sec. No. 3 below.
ab.	No LPIC/No PIC and Local Toll Call completed by dial around code, billed by LEC.	Y	Sec. No. 3 below.
ac.	No LPIC/No PIC and Local Toll Call completed by dial around code, not billed by LEC.	Y	Sec. No. 3 below.
ad.	No LPIC/No PIC and LD Toll Call completed by dial around code, billed by LEC.	Y	Sec. No. 3 below.
ae.	No LPIC/No PIC and LD Toll Call completed by dial around code, not billed by LEC.	Y	Sec. No. 3 below.
af.	No LPIC/With PIC	N	Sec. No. 3 below.

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No.	Feature	SGP Eligible	Rationale Label
ag.	No LPIC/With PIC – LD calls billed by LEC	N	Sec. No. 3 below.
ah.	No LPIC/With PIC – LD calls not billed by LEC	N	Sec. No. 3 below.
ai.	No LPIC/with PIC and Local Toll Call completed by dial around code, billed by LEC.	N	Sec. No. 3 below.
aj.	No LPIC/with PIC and Local Toll Call completed by dial around code, not billed by LEC.	N	Sec. No. 3 below.
ak.	No LPIC/with PIC and LD Toll Call completed by dial around code, billed by LEC.	N	Sec. No. 3 below.
al.	No LPIC/With PIC and LD Toll Call completed by dial around code, not billed by LEC.	N	Sec. No. 3 below.
am.	With LPIC/No PIC and Local Toll Call completed by dial around code, billed by LEC.	N	Sec. No. 3 below.
an.	With LPIC/No PIC and Local Toll Call completed by dial around code, not billed by LEC.	N	Sec. No. 3 below.
ao.	With LPIC/No PIC and LD Toll Call completed by dial around code, billed by LEC.	N	Sec. No. 3 below.
ap.	With LPIC/No PIC and LD Toll Call completed by dial around code, not billed by LEC.	N	Sec. No. 3 below.
aq.	With LPIC/With PIC	N	Sec. No. 3 below.
ar.	With LPIC/With PIC and Local Toll Call completed by dial around code, billed by LEC.	N	Sec. No. 3 below.
as.	With LPIC/With PIC and Local Toll Call completed by dial around code, not billed by LEC.	N	Sec. No. 3 below.
at.	With LPIC/With PIC and LD Toll Call completed by dial around code, billed by LEC.	N	Sec. No. 3 below.
au.	With LPIC/With PIC and LD Toll Call completed by dial around code, not billed by LEC.	N	Sec. No. 3 below.
av.	With LPIC/With PIC – all toll calls billed via LEC	N	Sec. No. 3 below.
aw.	With LPIC/With PIC – all toll calls not billed via LEC	N	Sec. No. 3 below.
ax.	Collect Call billed via the LEC	Y	Sec. No. 3 below.
ay.	Collect Call not billed via the LEC	Y	Sec. No. 3 below.
az.	900 Service Calls billed via the LEC	Y	Sec. No. 3 below.
ba.	PIC and LPIC to an IXC other than CenturyLink/CenturyLink affiliate	N	Sec. No. 3 below.

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3. Please provide CenturyLink's legal and/or policy rationale for why each example in the table above is or is not SGP eligible. Assuming some of the examples may have the same rationale, please list the various rationales as a response to this question, assign each rationale a label, and identify the rationale label in the column titled "Rationale Label" in the above table.

Response: CenturyLink's legal and/or policy rationale for its classification of whether the examples in No. 2 are SGP-eligible is that these classifications are consistent with the Commission's discussion concerning the scope of basic service under the 2009 legislative changes at the January 26, 2010 Agenda Conference in Docket No. 090461-TL, *In the Matter of Petition for Modification of Service Guarantee Program by BellSouth Telecommunications, Inc. d/b/a AT&T Florida*.

4. Please add any combination of dial tone service, along with a feature or specific action that is not listed that CenturyLink believes should be listed in the table.

Response: Any combination of dial tone service and any nonbasic service in CenturyLink's Florida General Exchange Tariff which is billed on a monthly basis, and/or any unregulated service that CenturyLink is aware of on the customer's account would make the customer non-basic and not eligible for CenturyLink's SGP.

5. If a CenturyLink customer is not eligible for the SGP due to some combination(s) of dial tone services and feature(s), and the service is changed to a status that qualifies for the SGP, will CenturyLink automatically qualify the customer for SGP eligibility?

Response: Yes.

6. Does a CenturyLink customer stay nonbasic if there is a one time use of a non-SGP eligible feature or service?

Response: No.

7. Please estimate the number of residential customers that will be covered by the SGP based on CenturyLink's interpretation of the definition of Basic Local Telecommunications Service in Section 364.02, F.S.

Response: Consistent with the Commission's discussion concerning the scope of basic service under the 2009 legislative changes at the January 26, 2010 Agenda Conference in Docket No. 090461-TL, *In the Matter of Petition for Modification of Service Guarantee Program by BellSouth Telecommunications, Inc. d/b/a AT&T Florida*, approximately [REDACTED] residential customers will be covered by CenturyLink's SGP.

8. How many residential customers will or would be covered by the SGP if CenturyLink concludes that residential customers with a PIC/LPIC are SGP eligible?

Response: Consistent with the Commission's discussion concerning the scope of basic service under the 2009 legislative changes at the January 26, 2010 Agenda Conference in Docket No. 090461-TL, *In the Matter of Petition for Modification of Service Guarantee Program by BellSouth Telecommunications, Inc. d/b/a AT&T Florida*, residential customers with a PIC/LPIC are not basic customers and would not be SGP eligible. See CenturyLink's response to question 7 for the number of residential customers CenturyLink estimates will be covered by CenturyLink's SGP.