

COMMUNICATIONS TARIFF APPLICATION

DATE PSC RECEIVED: 6/15/2022 9:01:36 AM

AUTHORITY NUMBER:
T20220015

OFFICIAL FILING DATE:

PROCESSED BY: OPR JEFF BATES

COMPANY CODE: TX238

COMPANY NAME: Level 3 Communications, LLC

A. SYNOPSIS

1. ANTICIPATED EFFECTIVE DATE: 6/17/2022

2. IF DIFFERENT, COMPANY REQUESTED EFFECTIVE DATE: 6/17/2022

3. DESCRIPTION OF THE FILING:

This filing adds language pertaining to customer obligations pursuant to 47 CFR §9.16(b)(1), (2) and (3). Specifically, language pertaining to Kari's Law is added related to requirements that equipment manufactured after that date be configured to allow callers to dial "911" directly without first dialing an access code. Language pertaining to Ray Baum's Act is added to document the requirements that multi-line telephone systems and fixed and non-fixed voice services must be capable of conveying the dispatchable location of a 911 caller to a public safety answering point

(PSAP). In recognition of customer obligations related to Kari's Law and Ray Baum's Act, these revisions include indemnification provisions to which customers connecting MLTS to Company facilities and/or providing fixed or non-fixed services must adhere. All business customers were notified of these changes. This filing also deletes check sheet pages for consistency and standardization across all CenturyLink entities. For further consistency, the check sheet material is replaced with a "Service Marks, Trademarks and Trade Names" section.

B. ACTION TO BE TAKEN WITH THIS FILING

1. TO BECOME EFFECTIVE A1 (A1 or A2)

SUBJECT: **TEXT**

2. PLACE ON COMMISSION AGENDA FOR DATE:

3. RECOMMENDATION DUE DATE:

4. DOCKET NO:

5. ORDER NO:

C. FINAL ACTION

1. EFFECTIVE DATE: 6/17/2022

PROTESTED? NO (CIRCLE ONE)

2. REVISION REPLACEMENTS? REQUESTED: 7/15/2022 RECEIVED: 7/15/2022

3. REVISION DISCREPANCIES:

None

4. COMMENTS:

5. REVISIED PAGES VERIFIED AGANIST E-TARIFF: 7/18/2022

6. E-TARIFF UPDATED: 7/18/2022

Jeff Bates

From: Terry, Darlene N <Darlene.Terry@lumen.com>
Sent: Friday, July 15, 2022 10:43 AM
To: Jeff Bates
Subject: RE: TX238_L3C_FL2022-11_pkg
Attachments: TX238_L3C_FL2022-11_pkg.pdf

Hi Jeff,

Attached is the corrected package with the corrections we previously discussed, and the "error" text in the pdf version of the TOC pages has now been resolved. I also updated the section #s listed in the cover letter to properly reflect the Section 9 page (that was formerly listed as Section 7. If you'll let me know when you've completed your review, I'll process this as closed on my end. Thanks for your help and your patience.

From: Jeff Bates <JBates@PSC.STATE.FL.US>
Sent: Friday, July 15, 2022 8:58 AM
To: Terry, Darlene N <Darlene.Terry@lumen.com>
Subject: RE: TX238_L3C_FL2022-11_pkg

Great, it was one of the oldest I need to work on and close today (if possible.)

From: Terry, Darlene N <Darlene.Terry@lumen.com>
Sent: Friday, July 15, 2022 8:57 AM
To: Jeff Bates <JBates@PSC.STATE.FL.US>
Subject: Re: TX238_L3C_FL2022-11_pkg

Yes, will do. Incidentally I just listened to the voice mail yesterday that you left on this filing and left it displayed on my screen to attend to today. I'll get it to you as requested in your voice-mail today

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Jeff Bates <JBates@PSC.STATE.FL.US>
Sent: Friday, July 15, 2022 8:35:08 AM
To: Terry, Darlene N <Darlene.Terry@lumen.com>
Subject: RE: TX238_L3C_FL2022-11_pkg

Darlene, can you please send me the corrected pages for this filing i.e., pages 3 and 4, so I can complete my review?

From: Terry, Darlene N <Darlene.Terry@lumen.com>
Sent: Monday, June 13, 2022 5:28 PM
To: Telephone Tariffs <Telephone.Tariffs@PSC.STATE.FL.US>
Subject: TX238_L3C_FL2022-11_pkg

VIA ELECTRONIC FILING

June 14, 2022

Mr. Cayce Hinton
Director, Office of Industry Development & Market Analysis

Attention: Tariff Section
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: TX238

Dear Mr. Hinton:

Attached for filing are the following revisions to the Level 3 Communications, LLC Florida P.S.C. Price List No. 1, issued June 14, 2022 with a proposed effective date of June 17, 2022:

<u>Section</u>	<u>Page</u>	<u>Section</u>	<u>Page</u>
Service Marks	4th Revised Page No. 2	7	Original Page No. 34.1
TOC	1st Revised Page No. 3	7	Original Page No. 34.2
TOC	2nd Revised Page No. 4	7	1st Revised Page No. 35
3	1st Revised Page No. 23	7	1st Revised Page No. 39
7	1st Revised Page No. 34		

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In recognition of customer obligations related to Kari's Law and Ray Baum's Act, these revisions include indemnification provisions to which customers connecting MLTS to Company facilities and/or providing fixed or non-fixed services must adhere. All business customers were notified of these changes.

This filing also deletes check sheet pages for consistency and standardization across all CenturyLink entities. For further consistency, the check sheet material is replaced with a "Service Marks, Trademarks and Trade Names" Section.

This filing also corrects page number references in the Table of Contents.

If you have any questions regarding this filing, please contact me.

Sincerely,



Darlene N. Terry

Attachments



Darlene N. Terry

Government Affairs Director
1202E Emerald Drive, Emerald Isle, NC 28594
tel: 913-884-1139 | cell: 913-908-9512

Darlene.Terry@lumen.com

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

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Table with 4 columns: Section, Page, Section, Page. Rows include Service Marks, TOC, and various section numbers with their respective page revisions.

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Sincerely,

Darlene N. Terry (handwritten signature)

Darlene N. Terry

Attachments

FL 2022-11

Darlene N. Terry
Government Affairs Director
Darlene.Terry@Lumen.com
100 CenturyLink Dr.
Monroe, LA 71203
Tel: (913) 884-1139

SERVICE MARKS, TRADEMARKS AND TRADE NAMES

(C)

The following list of service marks, trademarks and/or trade names, which may be used for services offered herein are owned by subsidiaries of Lumen Technologies, Inc. and are used by Level 3 Telecom of North Carolina, LP with express permission. Service mark and trademark designations may or may not be listed hereafter in this Switched Access Services Price List. However, the laws regarding service marks and trademarks are applicable. Service marks, trademarks, and trade names that are owned by subsidiaries of Lumen Technologies, Inc cannot be used by another party without authorization.

Service Marks/Trademarks:

CenturyLink®
Level 3®
Level 3 Communications®
Lumen®

Trade Names:

CenturyLink
Lumen

REPLACED

(C)

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
Title Page	Title Page
Service Marks, Trademarks and Trade Names	2
Table of Contents	3
Explanation of Symbols	5
Application of Price List	6

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SECTION

<u>SECTION 1 - DEFINITION OF TERMS</u>	Error! Bookmark not defined.
<u>SECTION 2 - UNDERTAKING OF THE COMPANY</u>	Error! Bookmark not defined.
2.1 General	Error! Bookmark not defined.
2.2 Description of Service	Error! Bookmark not defined.
2.3 Application for Service	Error! Bookmark not defined.
2.4 Shortage of Equipment or Facilities	Error! Bookmark not defined.
2.5 Terms and Conditions	Error! Bookmark not defined.
2.6 Liability of the Company	Error! Bookmark not defined.
2.7 Notification of Service-Affecting Activities	Error! Bookmark not defined.
2.8 Provision of Equipment and Facilities	Error! Bookmark not defined.
2.9 Non-routine Installation	Error! Bookmark not defined.
2.10 Ownership of Facilities	Error! Bookmark not defined.
2.11 Continuity of Service	Error! Bookmark not defined.
2.12 Governmental Authorization	Error! Bookmark not defined.
2.13 Universal Emergency Telephone Number Service	Error! Bookmark not defined.
<u>SECTION 3 - OBLIGATIONS OF THE CUSTOMER</u>	Error! Bookmark not defined.
3.1 General	Error! Bookmark not defined.
3.2 Prohibited Uses	Error! Bookmark not defined.
3.3 Claims	4
<u>SECTION 4 - PAYMENT ARRANGEMENTS</u>	Error! Bookmark not defined.
4.1 Payment for Service	Error! Bookmark not defined.
4.2 Billing and Collection of Charges	Error! Bookmark not defined.
4.3 Advance Payments	Error! Bookmark not defined.
4.4 Deposits	Error! Bookmark not defined.
4.5 Discontinuance of Service	Error! Bookmark not defined.
4.6 Cancellation of Application for Service	Error! Bookmark not defined.
4.7 Changes in Service Requested	Error! Bookmark not defined.
4.8 Taxes	Error! Bookmark not defined.
4.9 Disputed Bills	Error! Bookmark not defined.
<u>SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS</u>	31

TABLE OF CONTENTS (Cont'd)

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
5.1 Resale and Sharing	Error! Bookmark not defined.
5.2 Joint Use Arrangements	Error! Bookmark not defined.
5.3 Transfers and Assignments	Error! Bookmark not defined.
<u>SECTION 6 - NOTICES AND COMMUNICATIONS</u>	Error! Bookmark not defined.
<u>SECTION 7 - CUSTOMER EQUIPMENT AND CHANNELS</u>	5
7.1 General	5
7.2 Station Equipment	5
7.3 Interconnection of Facilities	8
7.4 Tests and Adjustments	8
7.5 Inspections	8
<u>SECTION 8 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE</u>	Error! Bookmark not defined.
8.1 General	Error! Bookmark not defined.
8.2 Interruptions of Less Than 24 Hours	Error! Bookmark not defined.
8.3 Two or More Service Interruptions	Error! Bookmark not defined.
8.4 Interruptions Over 24 Hours	Error! Bookmark not defined.
8.5 No credit allowance will be made for:	Error! Bookmark not defined.
<u>SECTION 9 – DESCRIPTION OF SERVICES</u>	9
9.1 General	9
9.2 Services Offered	9
9.3 Direct Inward Dial (DID) Service	Error! Bookmark not defined.
9.4 DID/DOD Service	Error! Bookmark not defined.
9.5 Pricing	Error! Bookmark not defined.
9.6 Operator Services	Error! Bookmark not defined.
9.7 Directory Assistance	Error! Bookmark not defined.
9.8 Directory Listings	Error! Bookmark not defined.
<u>SECTION 10 - MISCELLANEOUS SERVICES AND SURCHARGES</u>	Error! Bookmark not defined.
10.1 Service Implementation	Error! Bookmark not defined.
10.2 Restoration of Service	Error! Bookmark not defined.
10.3 Maintenance of Service	Error! Bookmark not defined.
10.4 Rate	Error! Bookmark not defined.
10.5 Pre-Subscription	Error! Bookmark not defined.
<u>SECTION 11 – SPECIAL ARRANGEMENTS</u>	Error! Bookmark not defined.
11.1 Promotional Programs	Error! Bookmark not defined.
11.2 Special Assembly	Error! Bookmark not defined.
11.3 Special Construction	Error! Bookmark not defined.
11.4 Basis for Charges	Error! Bookmark not defined.
11.5 Basis for Cost Computation	Error! Bookmark not defined.
11.6 Termination Liability	Error! Bookmark not defined.
11.7 Term	Error! Bookmark not defined.
<u>SECTION 12 – LOCAL SERVICE AREAS</u>	Error! Bookmark not defined.
<u>SECTION 13 – GRANDFATHERED SERVICES</u>	Error! Bookmark not defined.

(N)
(N)

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**3.3 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or End User or their employees, agents, representatives or invitees;

3.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or End User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or

3.3.3 any claim of any nature whatsoever brought by a End User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company Price List.

3.3.4 **Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to customer's, customer's end user's or customer's third-party provider(s)' acts, omissions (including the failure to purchase or implement features that enable the receipt and transmission of direct-dial "911" calls or multi-line telephone system notifications), or failures of connectivity that impede, prevent or otherwise make inoperable the ability of the customer or its end users to directly dial "911" or to receive or transmit multi-line telephone system notifications, as required by law, in the United States.** (N)

3.3.5 **Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that cause, give rise to or bring about the non-compliance of the service with any applicable law, including the failure to purchase or implement features that enable compliance with laws.** (N)

SECTION 7 - CUSTOMER EQUIPMENT AND CHANNELS

7.1 General

An End User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the Price Lists of the Company. An End User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its Price Lists, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

7.2 Station Equipment

7.2.1 Terminal equipment on the End User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the End User. The End User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

7.2.2 The Customer is responsible for ensuring that customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

7.2.3 Customer provided station equipment may be attached to services provided under the Price Lists of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the Price Lists of the Company and is the sole responsibility of the Customer.

7.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

7.2.5 **Multi-Line Telephone Systems**

7.2.5.1 Pursuant to 47 CFR §9.16(b)(1) and (2), multi-line telephone systems connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to:

- allow an end user to directly initiate a "911" call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and

(N)
 (N)
 (M)

(M) Material moved to Page No. 35.

SECTION 7 - CUSTOMER EQUIPMENT AND CHANNELS7.2 Station Equipment

7.2.5 Multi-Line Telephone Systems

7.2.5.1 Pursuant to 47 CFR §9.16(b)(1) and (2)...must be configured to: (Cont'd)

- provide MLTS notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

MLTS notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 3.3.4.

7.2.5.2 Pursuant to 47 C.F.R. § 9.16(b)(3), a person engaged in the business of installing MLTS may not install such a system in the United States unless it is configured such that it is capable of being programmed with and conveying the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, to the PSAP with 911 calls consistent with the requirements below. A person engaged in the business of managing or operating MLTS may not manage or operate such a system in the United States unless it is configured such that the dispatchable location of the caller, as defined in 47 C.F.R. §9.3, is conveyed to the PSAP with 911 calls consistent with the following requirements:

- On-premise fixed telephones associated with a MLTS must provide dispatchable location by January 6, 2021;
- No later than January 6, 2022, on-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update or on alternative location information as defined in 47 C.F.R. § 9.3;

SECTION 7 - CUSTOMER EQUIPMENT AND CHANNELS

7.2 Station Equipment

7.2.5 Multi-Line Telephone Systems

7.2.5.2 Pursuant to 47 C.F.R. § 9.16(b)(3)...with the following requirements: (Cont'd)

- No later than January 6, 2022, off-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update, or enhanced location information which may be coordinate based and consisting of the best available location that can be obtained from any available technology or combination of technologies at reasonable cost.
- Additionally, providers of fixed telephony services shall provide automated dispatchable location with 911 calls beginning January 6, 2021 pursuant to 47 C.F.R. § 9.8. Providers of interconnected VoIP service must comply with the location requirements under 47 C.F.R. § 9.11(b)(iv) for non-fixed services as of January 6, 2022. Customers to DID Service capable of accessing 911 emergency services shall be responsible for providing automated dispatchable location information as defined in 47 C.F.R. § 9.3 and for maintaining the accuracy of that information for fixed services as of January 6, 2021 and for non-fixed services where technically feasible as of January 6, 2022.
- Customers, particularly private switch owners, private branch exchange owners, and customers of DID service, may need to purchase additional features or services to comply with the dispatchable location provisions of RAY BAUM's Act. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 3.3.5.

(N)

(N)

SECTION 7 – CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)**7.3 Interconnection of Facilities**

- 7.3.1 *Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.*
- 7.3.2 Communications services may be connected to the services or facilities of other telecommunications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other telecommunications carriers which are applicable to such connections.
- 7.3.3 Facilities furnished under the Price Lists of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the Price Lists of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all End User provided wiring shall be installed and maintained in compliance with those regulations.

(M)

(M)

7.4 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

7.5 Inspections

- 7.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the End User is complying with all requirements referenced herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 7.5.2 If the provisions requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

(M) Italicized material previously appeared on Original Page No. 34.

SECTION 9 – DESCRIPTION OF SERVICES

9.1 General

9.1.1 Multi-line telephone systems used in conjunction with PBX Trunks which were not already connected to Company facilities as of February 16, 2020, must, upon connection to the Company’s facilities, be configured to allow direct “911” dialing by any end user and must be configured to send MLTS notifications as described in Section 7.2.5.1.

(N)

Multi-line telephone systems must also be configured such that they are capable of conveying the dispatchable location of a “911” caller as described in Section 7.2.5.2. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.

(N)

9.1.2 Local Exchange Services consist of the services offered pursuant to this section, either individually or in combination.

(T)

9.2 Services Offered

The following local exchange services are offered in this Price List:

- Direct Inward Dial (DID) Service
- Direct Inward Dial and Direct Outward Dial (DID/DOD) Service

REPLACED

Jeff Bates

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Sincerely,

<< image003.jpg@01D87F49.15A38DD0 >>

Darlene N. Terry

Attachments

Darlene N. Terry

Government Affairs Director

1202E Emerald Drive, Emerald Isle, NC 28594

tel: 913-884-1139 | cell: 913-908-9512

Darlene.Terry@lumen.com

<<
image008.jpg@01D87F49.15A38DD0
>>

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image001.jpg (2.1KB)
TX238_L3C_FL2022-11_pkg.pdf (266.8KB)

(278.0KB)

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June 14, 2022

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Director, Office of Industry Development & Market Analysis
Attention: Tariff Section
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This filing also corrects page number references in the Table of Contents.

If you have any questions regarding this filing, please contact me.

Sincerely,

Darlene N. Terry (handwritten signature)

Darlene N. Terry

Attachments

FL 2022-11

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SERVICE MARKS, TRADEMARKS AND TRADE NAMES

(C)

The following list of service marks, trademarks and/or trade names, which may be used for services offered herein are owned by subsidiaries of Lumen Technologies, Inc. and are used by Level 3 Communications, LLC with express permission. Service mark and trademark designations may or may not be listed hereafter in this Price List No. 1. However, the laws regarding service marks and trademarks are applicable. Service marks, trademarks, and trade names that are owned by subsidiaries of Lumen Technologies, Inc cannot be used by another party without authorization.

Service Marks/Trademarks:

CenturyLink®
Level 3®
Level 3 Communications®
Lumen®

Trade Names:

CenturyLink
Lumen

(C)

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>	
Title Page	Title Page	
Service Marks, Trademarks and Trade Names	2	(C)
Table of Contents	3	(T)
Explanation of Symbols	5	(T)
Application of Price List	6	(T)
 <u>SECTION</u>		
<u>SECTION 1 - DEFINITION OF TERMS</u>	7	
<u>SECTION 2 - UNDERTAKING OF THE COMPANY</u>	9	
2.1 General	9	
2.2 Description of Service	9	
2.3 Application for Service	9	
2.4 Shortage of Equipment or Facilities	10	
2.5 Terms and Conditions	10	
2.6 Liability of the Company	11	
2.7 Notification of Service-Affecting Activities	13	
2.8 Provision of Equipment and Facilities	14	
2.9 Non-routine Installation	16	
2.10 Ownership of Facilities	16	
2.11 Continuity of Service	17	
2.12 Governmental Authorizations	17	
2.13 Universal Emergency Telephone Number Service	17	
<u>SECTION 3 - OBLIGATIONS OF THE CUSTOMER</u>	20	
3.1 General	20	
3.2 Prohibited Uses	22	
3.3 Claims	23	
<u>SECTION 4 - PAYMENT ARRANGEMENTS</u>	24	
4.1 Payment for Service	24	
4.2 Billing and Collection of Charges	24	
4.3 Advance Payments	25	
4.4 Deposits	25	
4.5 Discontinuance of Service	28	
4.6 Cancellation of Application for Service	29	
4.7 Changes in Service Requested	30	
4.8 Taxes	30	
4.9 Disputed Bills	30	
<u>SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS</u>	31	

TABLE OF CONTENTS (Cont'd)		PAGE NUMBER	
<u>DESCRIPTION</u>			
5.1	Resale and Sharing	31	
5.2	Joint Use Arrangements	31	
5.3	Transfers and Assignments	31	
	SECTION 6 - NOTICES AND COMMUNICATIONS	33	
	SECTION 7 - CUSTOMER EQUIPMENT AND CHANNELS	34	
7.1	General	34	
7.2	Station Equipment	34	
7.3	Interconnection of Facilities	34	
7.4	Tests and Adjustments	35	
7.5	Inspections.....	35	
	SECTION 8 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE	36	
8.1	General	36	
8.2	Interruptions of Less Than 24 Hours	36	
8.3	Two or More Service Interruptions	37	
8.4	Interruptions Over 24 Hours	37	
8.5	No credit allowance will be made for:.....	37	
	SECTION 9 – DESCRIPTION OF LEVEL 3 COMMUNICATIONS® SERVICES	39	(T)
9.1	General	39	
9.2	Services Offered	39	
9.3	Direct Inward Dial (DID) Service.....	40	
9.4	DID/DOD Service.....	42	
9.5	Pricing	42	
9.6	Operator Services	44	
9.7	Directory Assistance	45	
9.8	Directory Listings	46	
	SECTION 10 - MISCELLANEOUS SERVICES AND SURCHARGES	47	
10.1	Service Implementation	47	
10.2	Restoration of Service	47	
10.3	Maintenance of Service	47	
10.4	Rate	48	
10.5	Presubscription	48	
	SECTION 11 – SPECIAL ARRANGEMENTS	50	
11.1	Promotional Programs	50	
11.2	Special Assembly	50	
11.3	Special Construction.....	50	
11.4	Basis for Charges	51	
11.5	Basis for Cost Computation	51	
11.6	Termination Liability.....	52	
11.7	Term.....	53	
	SECTION 12 – LOCAL SERVICE AREAS	54	(T)
	SECTION 13 – GRANDFATHERED SERVICES	54	(T)

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**3.3 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or End User or their employees, agents, representatives or invitees;

3.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or End User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or

3.3.3 any claim of any nature whatsoever brought by a End User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company Price List.

3.3.4 **Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to customer's, customer's end user's or customer's third-party provider(s)' acts, omissions (including the failure to purchase or implement features that enable the receipt and transmission of direct-dial "911" calls or multi-line telephone system notifications), or failures of connectivity that impede, prevent or otherwise make inoperable the ability of the customer or its end users to directly dial "911" or to receive or transmit multi-line telephone system notifications, as required by law, in the United States.** (N)

3.3.5 **Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that cause, give rise to or bring about the non-compliance of the service with any applicable law, including the failure to purchase or implement features that enable compliance with laws.** (N)

SECTION 7 - CUSTOMER EQUIPMENT AND CHANNELS**7.1 General**

An End User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the Price Lists of the Company. An End User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its Price Lists, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

7.2 Station Equipment

7.2.1 Terminal equipment on the End User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the End User. The End User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

7.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

7.2.3 Customer provided station equipment may be attached to services provided under the Price Lists of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the Price Lists of the Company and is the sole responsibility of the Customer.

7.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

7.2.5 Multi-Line Telephone Systems

7.2.5.1 Pursuant to 47 CFR §9.16(b)(1) and (2), multi-line telephone systems connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to:

- **allow an end user to directly initiate a "911" call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and**

(N)

(N)

(M)

(M) Material moved to Page No. 35.

SECTION 7 - CUSTOMER EQUIPMENT AND CHANNELS7.2 Station Equipment

7.2.5 Multi-Line Telephone Systems

7.2.5.1 Pursuant to 47 CFR §9.16(b)(1) and (2)...must be configured to: (Cont'd)

- provide MLTS notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

MLTS notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 3.3.4.

7.2.5.2 Pursuant to 47 C.F.R. § 9.16(b)(3), a person engaged in the business of installing MLTS may not install such a system in the United States unless it is configured such that it is capable of being programmed with and conveying the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, to the PSAP with 911 calls consistent with the requirements below. A person engaged in the business of managing or operating MLTS may not manage or operate such a system in the United States unless it is configured such that the dispatchable location of the caller, as defined in 47 C.F.R. §9.3, is conveyed to the PSAP with 911 calls consistent with the following requirements:

- On-premise fixed telephones associated with a MLTS must provide dispatchable location by January 6, 2021;
- No later than January 6, 2022, on-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update or on alternative location information as defined in 47 C.F.R. § 9.3;

SECTION 7 - CUSTOMER EQUIPMENT AND CHANNELS

7.2 Station Equipment

7.2.5 Multi-Line Telephone Systems

7.2.5.2 Pursuant to 47 C.F.R. § 9.16(b)(3)...with the following requirements: (Cont'd)

- No later than January 6, 2022, off-premise non-fixed telephones associated with a MLTS must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update, or enhanced location information which may be coordinate based and consisting of the best available location that can be obtained from any available technology or combination of technologies at reasonable cost.
- Additionally, providers of fixed telephony services shall provide automated dispatchable location with 911 calls beginning January 6, 2021 pursuant to 47 C.F.R. § 9.8. Providers of interconnected VoIP service must comply with the location requirements under 47 C.F.R. § 9.11(b)(iv) for non-fixed services as of January 6, 2022. Customers to DID Service capable of accessing 911 emergency services shall be responsible for providing automated dispatchable location information as defined in 47 C.F.R. § 9.3 and for maintaining the accuracy of that information for fixed services as of January 6, 2021 and for non-fixed services where technically feasible as of January 6, 2022.
- Customers, particularly private switch owners, private branch exchange owners, and customers of DID service, may need to purchase additional features or services to comply with the dispatchable location provisions of RAY BAUM's Act. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 3.3.5.

(N)

(N)

SECTION 7 – CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)**7.3** Interconnection of Facilities

7.3.1 *Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.*

7.3.2 Communications services may be connected to the services or facilities of other telecommunications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other telecommunications carriers which are applicable to such connections.

7.3.3 Facilities furnished under the Price Lists of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the Price Lists of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all End User provided wiring shall be installed and maintained in compliance with those regulations.

7.4 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

7.5 Inspections

7.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the End User is complying with all requirements referenced herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

7.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

(M) Italicized material previously appeared on Original Page No. 34.

SECTION 9 – DESCRIPTION OF LEVEL 3 COMMUNICATIONS® SERVICES

9.1 General

9.1.1 Multi-line telephone systems used in conjunction with PBX Trunks which were not already connected to Company facilities as of February 16, 2020, must, upon connection to the Company’s facilities, be configured to allow direct “911” dialing by any end user and must be configured to send MLTS notifications as described in Section 7.2.5.1.

(N)

Multi-line telephone systems must also be configured such that they are capable of conveying the dispatchable location of a “911” caller as described in Section 7.2.5.2. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.

(N)

9.1.2 Local Exchange Services consist of the services offered pursuant to this section, either individually or in combination.

(T)

9.2 Services Offered

The following local exchange services are offered in this Price List:

- **Level 3 Communications®** Direct Inward Dial (DID) Service

(T)

- **Level 3 Communications®** Direct Inward Dial and Direct Outward Dial (DID/DOD) Service

(T)