



September 2, 2016

Oregon Public Utility Commission
201 High St SE
Salem, Oregon 97301-3612

RE: Advice No. 16-05 for United Telephone Company of the Northwest d/b/a CenturyLink PUC OR No. 4 Tariff.

Dear Commissioners:

Attached for electronic filing are revised sheets for the United Telephone Company of the Northwest d/b/a CenturyLink PUC OR No. 4 Tariff. This filing is being submitted with a proposed effective date of October 2, 2016.

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This filing revises language in compliance with the Federal Universal Service Order (FCC Docket No. 96-45, FCC 97-157).

Questions concerning this filing may be directed to me or to Phil Grate at (206) 345-6224.

Sincerely,

Tina Manning

Attachment

cc: Phil Grate, CenturyLink
John Felz, CenturyLink

OR 16-07

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RULES AND REGULATIONS

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RULES AND REGULATIONS

SCHOOL AND LIBRARY DISCOUNTS (E-RATE)

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Pursuant to FCC Docket No. 96-45, FCC 97-157 (Universal Service Order), schools and libraries may be eligible for reduced rates funded by the federal universal service fund.

A. **GENERAL**

The Universal Service Support Mechanism was established to ensure affordable telecommunications service to all Americans including low-income consumers and eligible schools and libraries. Public and private schools (**generally** grades Kindergarten — Twelve) and public libraries **and qualifying consortia** may be eligible **to apply for support** discounts (Support) through the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) in connection with the purchase of the Company services and equipment (Service).

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In addition, these Customers may be eligible for state or local corollaries to the E-Rate Program.

The Support may be provided by the E-rate Program in the form of a discount percentage of the billed charges for eligible Service. Schools, libraries, and consortia eligible for E-rate support pursuant to 47 Code of Federal Regulations part 54, subpart F shall comply with all E-rate Program rules and regulations in order to receive the Support.

(N)

(N)

B. **APPLICATION FOR SUPPORT**

1. E-Rate Program

The Customer will abide by all E-Rate Program rules for receipt of Support. The Customer is responsible for applying to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (or other authorized E-Rate Program administrator) for Support from the E-Rate program each year the Customer is eligible for the Support. The Customer will notify the Company in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD along with a copy of the notice and other relevant documentation as requested by the Company.

2. Other Funding Sources

The Customer is responsible for applying for Support from state and/or local administrators (Funding Sources). The Customer will notify the Company in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and other relevant documentation as requested by the Company.

RULES AND REGULATIONS

SCHOOL AND LIBRARY DISCOUNTS (E-RATE) (Cont'd)

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C. RECEIPT OF SUPPORT

1. E-Rate Program

The Customer will pay, in full, all invoices issued by the Company prior to the Company's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, the Company will apply discounts to the Customer's invoices or reimburse the Customer according to the Funding Commitment Decision Letter. The Customer is responsible to apply for SLD reimbursement (instead of receiving discounted Company bills) for all eligible customer premise equipment rentals or other financed arrangements. The Company reserves the right to require the Customer to seek SLD reimbursement (instead of receiving discounted Company bills) if the Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. The Company will either apply a credit to the Customer's account or provide the Customer with a check corresponding to the appropriate amount of Support based on Service received.

2. Other Funding Sources

The Customer will pay, in full, all invoices issued by the Company prior to the Company's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, the Company will apply discounts or reimburse the Customer for Service delivered corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. The Company may reimburse the Customer with a credit to the Customer's account or with a check corresponding to the appropriate amount of Support based on Service received.

D. FAILURE TO OBTAIN SUPPORT

1. The Customer will reimburse the Company if the FCC, SLD or Funding Sources fail to do so or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to the Company on Customer's behalf. Customer will not be responsible for Support withdrawn due to the Company's material failure to provide Service.
2. The Company is not responsible for the Customer's compliance with FCC, SLD or Funding Source rules and regulations, the Customer's applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to the Customer.
3. For Service agreements of more than one year, the Customer may not terminate the Agreement based solely on its failure to receive Support.