



# Oregon

Kate Brown, Governor

**Public Utility Commission**

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October 20, 2020



BY EMAIL

CenturyTel of Oregon, Inc., dba CenturyLink

CenturyTel of Eastern Oregon, Inc., dba CenturyLink

[robyn.m.crichton@centurylink.com](mailto:robyn.m.crichton@centurylink.com)

RE: Advice No. 371

At the public meeting on October 20, 2020, the Commission adopted Staff's recommendation in this matter docketed as ADV 1175. The Staff Report and a receipted copy of the sheets in your advice filing are attached.

Nolan Moser  
Chief Administrative Law Judge  
Public Utility Commission of Oregon  
(503) 378-3098

**PUBLIC UTILITY COMMISSION OF OREGON  
STAFF REPORT  
PUBLIC MEETING DATE: October 20, 2020**

**REGULAR**      **CONSENT**   X   **EFFECTIVE DATE**     November 1, 2020    

**DATE:** October 1, 2020

**TO:** Public Utility Commission

**FROM:** Malia Brock

**THROUGH:** Bryan Conway, Michael Dougherty, and Bruce Hellebuyck **SIGNED**

**SUBJECT:** CENTURYTEL OF OREGON, INC:  
(Docket No. ADV 1175/Advice No. 371)  
Adds tariff language pursuant to 47 CFR §9.16(b)(1) and (2), pertaining to Kari's Law.

**STAFF RECOMMENDATION:**

Staff recommends that the filed tariff be allowed to go into effect for service on or after November 1, 2020.

**DISCUSSION:**

Issue

Whether to allow the revised tariff filed by CenturyTel of Oregon, Inc. (CenturyTel) to go into effect with service on and after November 1, 2020.

Applicable Law

Telecommunications utilities are required under ORS 759.175 to submit tariff filings to the Commission whenever they intend to change their rates, terms, or conditions of service. On September 28, 2018, with Order No. 18-359, the Commission approved a Price Plan applicable to Qwest and its affiliate, CenturyTel, as allowed by ORS 759.255.

CenturyTel is regulated under a Price Plan pursuant to ORS 759.255 and Order No. 18-359 in Docket No. UM 1908. Section (8)(a)(i) of the Price Plan requires tariff changes to be filed at least thirty days prior to their effective dates, and Section (8)(b) provides customer notice requirements of price increases and changes to the terms or

conditions of service. Requirements in (8)(b) state that CenturyTel will provide 30-day notice to customers subscribing to the service, including business customers under contract or with term commitments.

### Analysis

CenturyTel originally filed on August 19, 2020, to propose the following revisions to its PUC No. 6 Tariff, 4<sup>th</sup> Revision, Index Page 1, 3<sup>rd</sup> Revision, Index Page 2, Section 2, 1<sup>st</sup> Revision Page 26, Section 2, Original Page 26.1, Section 2, 1<sup>st</sup> Revision Page 38, Section 8, 1<sup>st</sup> Revision Page 1 and Section 8, 1<sup>st</sup> Revision Page 3.

On September 9, 2020, CenturyTel filed an amendment to extend the original requested effective of September 23, 2020 until November 1, 2020, in order to provide all of its customers with the 30-day notice requirement of the Price Plan.

This filing adds language pursuant to 47 CFR §9.16(b)(1) and (2), pertaining to Kari's Law. Specifically, these revisions add language related to requirements that equipment manufactured after February 16, 2020, be configured to allow callers to dial "911" directly without first dialing an access code. Where applicable, features or calling options that allow configurations that require an access code before reaching the telephone company's network must not be configured as such for 911 calls.

Kari's Law is named in honor of Kari Hunt, who was killed by her estranged husband in a motel room in Marshall, Texas in 2013. Ms. Hunt's 9-year-old daughter tried to call 911 for help four times from the motel room phone, but the call never went through because she did not know that the motel's phone system required dialing "9" for an outbound line before dialing 911.

Congress responded by enacting Kari's Law in 2018. Kari's Law requires direct 911 dialing and notification capabilities in multi-line telephone systems (MLTS), which are typically found in enterprises such as office buildings, campuses, and hotels. The statute provides that these requirements take effect on February 16, 2020, two years after the enactment date of Kari's Law. In addition, Kari's Law and the federal rules implementing regulations and apply only with respect to MLTS that are manufactured, imported, offered for first sale or lease, first sold or leased, or installed after February 16, 2020. This filing is consistent with federal requirements.

### Conclusion

Staff finds that the filing complies with the requirements of the Price Plan and Oregon statutes.

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Page 3

**PROPOSED COMMISSION MOTION:**

Allow CenturyTel Advice No. 371 to go into effect for service rendered on and after November 1, 2020.

CenturyTel.371.Kari'sLaw

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CenturyTel of Oregon, Inc. d/b/a CenturyLink

OR PUC No. 6

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 Issued by: CenturyLink  
 OR2020-13

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**RULES AND REGULATIONS**

**2.12 LIABILITY (RULE NO. 12)**

**A. Liability**

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing a service and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.
2. When the facilities of other companies are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies.
3. The Company is not liable for any unavoidable damage to the subscriber's premises resulting from the attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof.
4. The Company will make no refund of overpayments by a subscriber unless the claim for such overpayment together with proper evidence be submitted within three years from the date of the alleged overpayment.
5. Liability for telephone directories is covered elsewhere in this Tariff under Rule and Regulation No. 13.
6. Unauthorized Access and Hacking - Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule, price list or other written agreement expressly states otherwise.

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**RULES AND REGULATIONS**

2.12 LIABILITY (RULE NO. 12)

A. Liability (Cont'd)

7. **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.**

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(N)

B. Allowance for Interruptions

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1. In the event of an interruption to the service, which is not due to the negligence of the customer, an allowance will be made, upon request, if the interruption continues for more than 24 hours from the time it is reported to the Company.

2. The allowance will be the prorated portion of the monthly rate for the service or the portion of the service made inoperative.

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**RULES AND REGULATIONS**

**2.23 School and Library Discount Programs (E-Rate) (Cont'd)**

**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.

**2.24 Responsibilities of the Customer**

**2.24.1 Multi-Line Telephone Systems**

**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**
- **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 2.12.A.7.**

**CONNECTION TO CUSTOMER-PROVIDED FACILITIES, EQUIPMENT AND COMMUNICATIONS SYSTEMS**

8.1 CONDITIONS

A. General Provisions

1. **All multi-line telephone systems connected to the Company's network on or after February 16, 2020, must be configured to allow direct "911" dialing by any end user and must be configured to send MLTS notifications as described in Section 2.24.1 (Multi-Line Telephone Systems).** Customer-provided terminal equipment and communications systems may be connected with the facilities furnished by the Company for use with individual line service in compliance with Part 68 of the F.C.C. Rules. The customer shall notify the Company what equipment is to be attached, and to which line. Notification shall also be given when such equipment is disconnected. (N)
2. Where telephone service is used in connection with customer-provided terminal equipment or communications systems, the operating characteristics of such equipment or systems shall be such as not to interfere with any of the service offerings by the Company. Satisfactory performance of the telephone network requires continuing functional compatibility of the network control signals and the switching equipment involved.
3. Such use is subject to the further provisions that the customer-provided equipment or systems do not endanger the safety of Company employees or the public; damage, require change in or alteration of, the equipment or other facilities of the company; interfere with the proper functioning of such equipment or facilities, impair the operation of the telephone network or otherwise injure the public in its use of the Company's services.
4. Upon notice from the Company that the customer-provided equipment or system is causing or is likely to cause such hazard or interference, the customer shall make such change as shall be necessary to remove or prevent such hazard or interference. Customers shall be notified in advance wherever possible of their responsibility for the payment of all Company charges for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer-provided equipment or facilities.
5. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided equipment. Telephone service is not represented as adapted to the use of customer-provided equipment. Where such equipment is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for telephone service and to the maintenance and operation of such facilities. The Company shall not be responsible for the through transmission of signals generated by customer-provided equipment or for the quality of, or defects in, such transmission or the reception of signals by customer-provided equipment.

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**CONNECTION TO CUSTOMER-PROVIDED FACILITIES, EQUIPMENT AND  
COMMUNICATIONS SYSTEMS**

8.1 CONDITIONS (Cont'd)

C. Liability

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing a service and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate rate to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.
2. When the facilities of other companies are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies.
3. The Company is not liable for any unavoidable damage to the customer's premises, resulting from the attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof.
4. **The Company is not liable for damages resulting from customer or vendor configuration of multi-line telephone systems which are connected to Company facilities. Such systems must be configured as described in Section 2.24.1.**

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