



# Oregon

Kate Brown, Governor

## Public Utility Commission

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June 6, 2021



### BY EMAIL

CenturyTel of Oregon, Inc., dba CenturyLink

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Robyn Crichton

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RE: Advice No. 373

Staff of the Oregon Public Utility Commission reviewed the sheets in the filing docketed as ADV 1258. A receipted copy of the acknowledged sheet(s) in your advice filing is attached.

*/s/ Nolan Moser*

Nolan Moser

Chief Administrative Law Judge

Public Utility Commission of Oregon

503-689-3622

**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.

**8. 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)  
|  
(N)

B. Allowance for Interruptions

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**

**A.** 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:

(T)

- 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.

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**RULES AND REGULATIONS****2.24 Responsibilities of the Customer****2.24.1 Multi-Line Telephone Systems (Cont'd)**

B. 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;
- 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 2.12.A.8.

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**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.A. (Multi-Line Telephone Systems). (T)
- 2. **Multiline telephone systems ("MLTS") required to comply with F. preceding must be capable of conveying the dispatchable location of a 911 caller to a public safety answering point ("PSAP") as described in Section 2.24.1.B.** (N)  
(N)
- 3. 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. (T)
- 4. 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. (T)
- 5. 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. (T)

(M)

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

8.1 CONDITIONS

A. General Provisions

- 6. 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. (M) (T)
- 7. 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. (T) (M)

(M) Material moved from Page 1 of this section.

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