

116TH CONGRESS
1ST SESSION

H. R. 5035

IN THE SENATE OF THE UNITED STATES

DECEMBER 11, 2019

Received; read twice and referred to the Committee on Commerce, Science,
and Transportation

AN ACT

To amend the Communications Act of 1934 to extend expiring provisions relating to the retransmission of signals of television broadcast stations, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “Television Viewer Pro-
3 tection Act of 2019”.

4 **SEC. 2. EXTENSION OF AUTHORITY.**

5 Section 325(b) of the Communications Act of 1934
6 (47 U.S.C. 325(b)) is amended—

7 (1) in paragraph (2)(C), by striking “December
8 31, 2019” and inserting “the expiration date, if any,
9 described in section 119(h) of title 17, United States
10 Code”; and

11 (2) in paragraph (3)(C), by striking “until Jan-
12 uary 1, 2020,” each place it appears.

13 **SEC. 3. SATISFACTION OF GOOD FAITH NEGOTIATION RE-**
14 **QUIREMENT BY MULTICHANNEL VIDEO PRO-**
15 **GRAMMING DISTRIBUTORS.**

16 (a) SATISFACTION OF GOOD FAITH NEGOTIATION
17 REQUIREMENT.—Section 325(b)(3)(C) of the Commu-
18 nications Act of 1934 (47 U.S.C. 325(b)(3)(C)) is amend-
19 ed—

20 (1) in clause (iv), by striking “; and” and in-
21 serting a semicolon;

22 (2) in clause (v), by striking the period at the
23 end and inserting “; and”; and

24 (3) by adding at the end the following:

1 “(vi) not later than 90 days after the date of
2 the enactment of the Television Viewer Protection
3 Act of 2019, specify that—

4 “(I) a multichannel video programming
5 distributor may satisfy its obligation to nego-
6 tiate in good faith under clause (iii) with re-
7 spect to a negotiation for retransmission con-
8 sent under this section with a large station
9 group by designating a qualified MVPD buying
10 group to negotiate on its behalf, so long as the
11 qualified MVPD buying group itself negotiates
12 in good faith in accordance with such clause;

13 “(II) it is a violation of the obligation to
14 negotiate in good faith under clause (iii) for the
15 qualified MVPD buying group to disclose the
16 prices, terms, or conditions of an ongoing nego-
17 tiation or the final terms of a negotiation to a
18 member of the qualified MVPD buying group
19 that is not intending, or is unlikely, to enter
20 into the final terms negotiated by the qualified
21 MVPD buying group; and

22 “(III) a large station group has an obliga-
23 tion to negotiate in good faith under clause (ii)
24 with respect to a negotiation for retransmission

1 consent under this section with a qualified
2 MVPD buying group.”.

3 (b) DEFINITIONS.—Section 325(b)(7) of the Commu-
4 nications Act of 1934 (47 U.S.C. 325(b)(7)) is amended—

5 (1) in subparagraph (A), by striking “; and”
6 and inserting a semicolon;

7 (2) in subparagraph (B), by striking the period
8 at the end and inserting a semicolon; and

9 (3) by adding at the end the following:

10 “(C) ‘qualified MVPD buying group’ means an
11 entity that, with respect to a negotiation with a
12 large station group for retransmission consent under
13 this section—

14 “(i) negotiates on behalf of two or more
15 multichannel video programming distributors—

16 “(I) none of which is a multichannel
17 video programming distributor that serves
18 more than 500,000 subscribers nationally;
19 and

20 “(II) that do not collectively serve
21 more than 25 percent of all households
22 served by a multichannel video program-
23 ming distributor in any single local market
24 in which the applicable large station group
25 operates; and

1 “(ii) negotiates agreements for such re-
2 transmission consent—

3 “(I) that contain standardized con-
4 tract provisions, including billing struc-
5 tures and technical quality standards, for
6 each multichannel video programming dis-
7 tributor on behalf of which the entity nego-
8 tiates; and

9 “(II) under which the entity assumes
10 liability to remit to the applicable large
11 station group all fees received from the
12 multichannel video programming distribu-
13 tors on behalf of which the entity nego-
14 tiates;

15 “(D) ‘large station group’ means a group of tel-
16 evision broadcast stations that—

17 “(i) are directly or indirectly under com-
18 mon de jure control permitted by the regula-
19 tions of the Commission;

20 “(ii) generally negotiate agreements for re-
21 transmission consent under this section as a
22 single entity; and

23 “(iii) include only television broadcast sta-
24 tions that have a national audience reach of
25 more than 20 percent;

1 “(E) ‘local market’ has the meaning given such
2 term in section 122(j) of title 17, United States
3 Code; and

4 “(F) ‘multichannel video programming dis-
5 tributor’ has the meaning given such term in section
6 602.”.

7 (c) CONFORMING AMENDMENTS.—Section 325(b) of
8 the Communications Act of 1934 (47 U.S.C. 325(b)) is
9 amended—

10 (1) in paragraph (2)—

11 (A) by inserting “and” after “1992,”; and

12 (B) by striking “, and the term ‘local mar-
13 ket’ has the meaning given that term in section
14 122(j) of such title”; and

15 (2) in paragraph (3)(C), by striking “(as de-
16 fined in section 122(j) of title 17, United States
17 Code)” each place it appears.

18 (d) EFFECTIVE DATE.—The amendments made by
19 this section, and the regulations promulgated by the Fed-
20 eral Communications Commission under such amend-
21 ments, shall not take effect before January 1 of the cal-
22 endar year after the calendar year in which this Act is
23 enacted.

1 **SEC. 4. REQUIREMENTS RELATING TO CHARGES FOR COV-**
2 **ERED SERVICES.**

3 (a) IN GENERAL.—Part IV of title VI of the Commu-
4 nications Act of 1934 (47 U.S.C. 551 et seq.) is amended
5 by adding at the end the following:

6 **“SEC. 642. REQUIREMENTS RELATING TO CHARGES FOR**
7 **COVERED SERVICES.**

8 “(a) CONSUMER RIGHTS IN SALES.—

9 “(1) RIGHT TO TRANSPARENCY.—Before enter-
10 ing into a contract with a consumer for the provision
11 of a covered service, a provider of a covered service
12 shall provide the consumer, by phone, in person, on-
13 line, or by other reasonable means, the total monthly
14 charge for the covered service, whether offered indi-
15 vidually or as part of a bundled service, selected by
16 the consumer (explicitly noting the amount of any
17 applicable promotional discount reflected in such
18 charge and when such discount will expire), includ-
19 ing any related administrative fees, equipment fees,
20 or other charges, a good faith estimate of any tax,
21 fee, or charge imposed by the Federal Government
22 or a State or local government (whether imposed on
23 the provider or imposed on the consumer but col-
24 lected by the provider), and a good faith estimate of
25 any fee or charge that is used to recover any other

1 assessment imposed on the provider by the Federal
2 Government or a State or local government.

3 “(2) RIGHT TO FORMAL NOTICE.—A provider
4 of a covered service that enters into a contract de-
5 scribed in paragraph (1) shall, not later than 24
6 hours after entering into the contract, send the con-
7 sumer, by email, online link, or other reasonably
8 comparable means, a copy of the information de-
9 scribed in such paragraph.

10 “(3) RIGHT TO CANCEL.—A provider of a cov-
11 ered service that enters into a contract described in
12 paragraph (1) shall permit the consumer to cancel
13 the contract, without paying early cancellation fees
14 or other disconnection fees or penalties, during the
15 24-hour period beginning when the provider of the
16 covered service sends the copy required by para-
17 graph (2).

18 “(b) CONSUMER RIGHTS IN E-BILLING.—If a pro-
19 vider of a covered service provides a bill to a consumer
20 in an electronic format, the provider shall include in the
21 bill—

22 “(1) an itemized statement that breaks down
23 the total amount charged for or relating to the pro-
24 vision of the covered service by the amount charged
25 for the provision of the service itself and the amount

1 of all related taxes, administrative fees, equipment
2 fees, or other charges;

3 “(2) the termination date of the contract for
4 the provision of the covered service entered into be-
5 tween the consumer and the provider; and

6 “(3) the termination date of any applicable pro-
7 motional discount.

8 “(c) CONSUMER RIGHTS TO ACCURATE EQUIPMENT
9 CHARGES.—A provider of a covered service or fixed
10 broadband internet access service may not charge a con-
11 sumer for—

12 “(1) using covered equipment provided by the
13 consumer; or

14 “(2) renting, leasing, or otherwise providing to
15 the consumer covered equipment if—

16 “(A) the provider has not provided the
17 equipment to the consumer; or

18 “(B) the consumer has returned the equip-
19 ment to the provider, except to the extent that
20 the charge relates to the period beginning on
21 the date when the provider provided the equip-
22 ment to the consumer and ending on the date
23 when the consumer returned the equipment to
24 the provider.

25 “(d) DEFINITIONS.—In this section:

1 “(1) BROADBAND INTERNET ACCESS SERV-
2 ICE.—The term ‘broadband internet access service’
3 has the meaning given such term in section 8.1(b)
4 of title 47, Code of Federal Regulations, or any suc-
5 cessor regulation.

6 “(2) COVERED EQUIPMENT.—The term ‘cov-
7 ered equipment’ means equipment (such as a router)
8 employed on the premises of a person (other than a
9 provider of a covered service or fixed broadband
10 internet access service) to provide a covered service
11 or to provide fixed broadband internet access service.

12 “(3) COVERED SERVICE.—The term ‘covered
13 service’ means service provided by a multichannel
14 video programming distributor, to the extent such
15 distributor is acting as a multichannel video pro-
16 gramming distributor.”.

17 (b) EFFECTIVE DATE.—Section 642 of the Commu-
18 nications Act of 1934, as added by subsection (a) of this
19 section, shall apply beginning on the date that is 6 months
20 after the date of the enactment of this Act. The Federal
21 Communications Commission may grant an additional 6-

