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IDAHO PUBLIC
UTILITIES COMMISSION

CenturyLink®

October 3, 2016

Via Overnight delivery

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Re: Case No.: CGS-T-15-03
Application for Approval of Interconnection Agreement

Dear Ms. Jewell:

Enclosed for filing are an original and two (2) copies of the General Partner for Interconnected VoIP Provider Amendment to the Interconnection Agreement between CenturyTel of the Gem State, Inc. and Level 3 Communications, LLC for the State of Idaho. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Josie G. Addington
Legal Assistant III

/jga

Enclosure(s)
cc: Service List

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF CENTURYTEL OF THE GEM STATE, INC. DBA CENTURYLINK FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT WITH LEVEL 3 COMMUNICATIONS, LLC PURSUANT TO 47 U.S.C. §252(E)	**CASE NO.: CGS-T-15-03** **APPLICATION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION AGREEMENT**

CenturyTel of the Gem State, Inc. dba CenturyLink ("CenturyLink") hereby files this Application for Approval of Amendment to the Interconnection Agreement. The Interconnection Agreement was approved by the Idaho Public Utilities Commission on August 21, 2015 under Order No. 33362 (the "Agreement"). The Carrier Partner for Interconnected VoIP Provider Amendment to the Traffic Exchange Agreement ("Amendment") between CenturyLink and Level 3 Communications, LLC ("Level 3") is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this

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agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable Level 3 to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 3rd day of October, 2016.

CENTURYLINK

For:

Lisa A. Anderl
Attorney for **CenturyTel of the Gem State, Inc. dba CenturyLink**

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CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of October, 2016, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary Idaho Public Utilities Commission 472 West Washington Street P.O. Box 83720 Boise, Idaho 83720-0074 jjewell@puc.state.id.us	_____ Hand Delivery _____ U. S. Mail **XX** Overnight Delivery _____ Facsimile _____ Email
Gary Black< Jr. VP – Carrier Relations Level 3 Communications, LLC 1025 Eldorado Boulevard Broomfield, Colorado 80021	_____ Hand Delivery **XX** U. S. Mail _____ Overnight Delivery _____ Facsimile _____ Email

Josie Addington

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Carrier Partner for Interconnected VoIP Provider Amendment
to the Traffic Exchange Agreement between
CenturyTel of the Gem State, Inc. d/b/a CenturyLink
CenturyTel of Idaho, Inc. d/b/a CenturyLink
and
Level 3 Communications, LLC
for the State of Idaho

This Carrier Partner for Interconnected VoIP Provider Amendment (the "Amendment") is to the Traffic Exchange Agreement between CenturyTel of the Gem State, Inc. d/b/a CenturyLink; CenturyTel of Idaho, Inc. d/b/a CenturyLink ("CenturyLink"), and Level 3 Communications, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, CenturyLink and CLEC entered into a Traffic Exchange Agreement ("Agreement") for service in the state of Idaho which was executed by the Parties on June 12, 2015, which, among other terms, required each party to provide for the exchange of Exchange Service (EAS/Local), IntraLATA LEC Toll, Transit, VoIP-PSTN Traffic and Jointly Provided Switched Access traffic; and

WHEREAS, CLEC wishes to act as a Carrier Partner for an Interconnected VoIP Provider, which obtains their own number resources pursuant to FCC Report and Order 15-70 ("VoIP Numbering Order"), released June 22, 2015. CLEC will provide a switch and seeks to combine CLEC's traffic with Interconnected VoIP Provider's VoIP-PSTN Traffic and exchange such traffic with CenturyLink according to the terms of this "Carrier Partner for Interconnected VoIP Provider Amendment" (the "Carrier Partner Amendment"), subject to limitations and requirements of the Local Exchange Routing Guide ("LERG") and other applicable requirements, including but not limited to the Agreement and the Amendment; and

WHEREAS, the Parties have amended the Agreement in response to the Order that the Federal Communications Commission issued in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, effective December 29, 2011; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding specific terms and conditions under which CLEC exchanges traffic with CenturyLink as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, updated customer documentation. In addition, all system updates will need to be completed by CenturyLink. Carrier Partner will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Carrier Partner Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Carrier Partner Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Level 3 Communications, LLC

DocuSigned by:
Gary Black Jr.
713C9B56B7DD4C9...
Signature

Gary Black
Name Printed/Typed

VP- Carrier Relations
Title

9/28/2016
Date

CenturyTel of the Gem State, Inc. d/b/a CenturyLink

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

DocuSigned by:
Diane Roth
766DEF6A149A455...
Signature

Diane Roth
Name Printed/Typed

Director - Wholesale
Title

9/28/2016
Date

ATTACHMENT 1

The following language is added to the existing language, in the Agreement, in its entirety:

Terms of Carrier Partner Amendment

1. Pursuant to the terms of this Amendment, CLEC will be exchanging with CenturyLink VoIP-PSTN Traffic, Transit and Jointly Provided Switched Access traffic of Interconnected VoIP Providers on the CLEC's interconnection trunks.

1.1 Prior to CLEC exchanging traffic for an Interconnected VoIP Provider with CenturyLink, CLEC will notify CenturyLink and CenturyLink will confirm that the Interconnected VoIP Provider has entered into an "Interconnected VoIP Provider Numbering Agreement" with CenturyLink.

1.2 CLEC will notify CenturyLink when CLEC is no longer routing an Interconnected VoIP Provider's traffic on CLEC's interconnection trunks.

1.3 CLEC will provide such notifications to their CenturyLink Customer Account Manager (CAM).

1.4 CLEC will follow applicable procedures of the LERG and the CLEC Agreement in order to identify the OCNs and NPA-NXX(s) of the Interconnected VoIP Provider which will be associated with the CLEC's Switch and routed on the CLEC's interconnection trunk groups.

1.5 The Interconnected VoIP Provider may use a POI CLLI for code entry in LERG 6 and they must also designate the responsible CLEC Carrier Partner's end office CLLI as the Actual Switch ID in LERG 7 SHA.

2. CLEC and CenturyLink will continue to exchange traffic under the terms of the CLEC Agreement, including treatment of traffic terminating to CenturyLink end users. Solely for purposes of this Amendment, all traffic originated by parties utilizing facilities and terminating to CenturyLink end users or transiting CenturyLink to other providers will be treated as though originated by CLEC, including but not limited to terminating intercarrier compensation, Transit compensation, compensation for use of interconnection transport facilities, and establishment of direct trunk groups.

3. No compensation for transiting traffic will be paid by CenturyLink to CLEC for traffic that CenturyLink sends through the CLEC to terminate to Interconnected VoIP Provider. All CenturyLink end user traffic will be treated as though it was terminated with the CLEC.

4. Interconnected VoIP Provider traffic will be included as the CLEC's responsibility in accordance with applicable terms of the Agreement.

5. This Amendment does not otherwise modify or supersede the terms and conditions of any agreement that CLEC may have with CenturyLink, including tariff, Interconnection and/or other agreements.

ATTACHMENT 1

6. This Amendment does not authorize CLEC to bill CenturyLink on behalf of Interconnected VoIP Provider for any charges associated with transit traffic, terminating traffic or interconnection facilities, including, but not limited to any compensation arrangements contained in separate agreements or tariffs with CenturyLink.

7. CLEC will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) for the Interconnected VoIP Provider's traffic per 47 C.F.R. § 64.1601 and industry standards.

8. CLEC agrees that CenturyLink may notice CLEC upon CenturyLink's temporary discontinuance of accepting all traffic delivered over CLEC's trunking where CenturyLink experiences from Interconnected VoIP Provider a Denial of Service (DoS) attack or such Interconnected VoIP Provider traffic otherwise contributes to the degradation of CenturyLink's network or CenturyLink's ability to provide service to its customers. CLEC agrees to remove the inappropriate Interconnected VoIP Provider traffic from its network prior to CenturyLink's subsequent acceptance of CLEC's other traffic. Following any such event, CLEC and Centurylink agree to work in good faith towards a mutually agreeable outcome that demonstrates CLEC's ability to prevent future DOS attacks as a potential alternative to CenturyLink's right to require CLEC to establish a separate trunk group for the responsible Interconnected VoIP Provider's exclusive use for any subsequent Interconnected VoIP Provider traffic.

9. Where CLEC agrees to allow its interconnection trunks with CenturyLink to also be used for the routing of Interconnected VoIP Provider's traffic, CLEC will ensure traffic routed over such trunks is destined solely to the geographic area served by CenturyLink's switch as defined in the LERG.

10. CLEC agrees that CenturyLink will not be responsible to provide 911 services directly to the Interconnected VoIP Provider and that instead CLEC will be responsible as the Carrier Partner to provide such 911 services in accordance with applicable terms of the Agreement.

11. If CLEC chooses to obtain numbering from NANPA under a different OCN as an Interconnected VoIP Provider, they must have both a Commercial Interconnected VoIP Provider Numbering Agreement and this Amendment in order to route their Interconnected VoIP Provider traffic associated with that OCN on CLEC's interconnection trunks.

12. Definitions

12.1 Carrier Partner is a Certified Local Exchange Carrier (CLEC) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with CenturyLink and demonstrates facilities readiness as described in the VoIP Numbering Order.

12.2 Denial of Service (DoS) is an action that prevents legitimate user(s) from using or being provided service.

12.3 Interconnected VoIP Provider is an entity that provides interconnected VoIP service, as that term is defined in 47 CFR §9.3 and that obtains numbering resources as described in the VoIP Numbering Order.