

Qwest
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Maura E. Peterson
Paralegal
Regulatory Law

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IDAHO PUBLIC
UTILITIES COMMISSION



Via Overnight delivery

February 11, 2009

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

Re: Case No. QWE-T-00-07
Application for Approval of Amendment to the Interconnection Agreement
McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation is an original and three (3) copies of the Application for Approval of Amendment to the Interconnection Agreement. Qwest 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,

A handwritten signature in black ink, appearing to read 'Maura E. Peterson', is written over the typed name.

Maura E. Peterson

mep
Enclosure
cc: Service list

Adam L. Sherr (WSBA# 25291)
Qwest
1600 7th Ave, Room 3206
Seattle, WA 98191
Telephone: (206) 398-2504
Facsimile: (206) 343-4040
Adam.sherr@qwest.com

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION FOR APPROVAL OF
AN INTERCONNECTION AGREEMENT
PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-00-07

**APPLICATION FOR APPROVAL OF
AMENDMENT TO THE
INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment"), which was approved by the Idaho Public Utilities Commission on November 9, 2000 (the "Agreement"). The Amendment with McLeodUSA Telecommunications Services, Inc., dba PAETEC Business Services ("McLeod") 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 agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

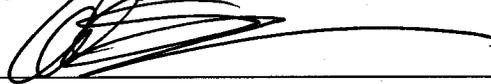
Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable McLeod to

interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Qwest 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 11th day of February, 2009.

Qwest Corporation



Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

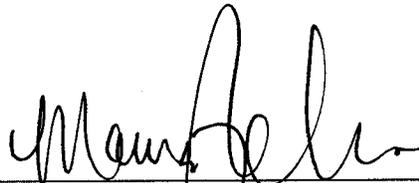
I hereby certify that on this 11th day of February, 2009, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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
 Overnight Delivery
 Facsimile
 Email

Sherry Krewett
Vendor/Contract Manager
McLeodUSA Telecommunications Services,
Inc.
First Place Tower
15 E. 5th St. Ste 1500
Tulsa, Oklahoma 74103

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email



Maura Peterson
Paralegal, Qwest Corporation

**Wholesale Service Order Charge Amendment
To the Interconnection Agreement between
Qwest Corporation and McLeodUSA Telecommunications Services, Inc.
dba PAETEC Business Services
for the state of Idaho**

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IDAHO PUBLIC
UTILITIES COMMISSION

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services ("CLEC"), an Iowa corporation. CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Idaho which was approved by the Idaho Public Utilities Commission ("Commission"); and

WHEREAS, CLEC maintains a tariff or price list on file in the State of Idaho which requires Qwest, when submitting orders to process a customer conversion from CLEC to Qwest to compensate CLEC for the activities that CLEC claims is required to process the order (the "Wholesale Service Order Charge"); and

WHEREAS, Qwest has disputed the lawfulness of the CLEC tariff or price list and its application to Qwest, resulting in litigation filed by CLEC against Qwest and subsequently a settlement between Qwest and CLEC regarding, among other issues, CLEC's claim for compensation for Wholesale Service Order Charges; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein to implement the terms of the settlement related to this particular dispute.

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 terms, conditions and rates pursuant to which CLEC will invoice Qwest for and Qwest will pay Wholesale Service Order Charges. The terms of the Parties' agreement are set forth and specified in Attachment 1 and the Pricing Exhibit to this Amendment, which is incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution, with such implementation relating to payment of charges contemplated in this Amendment being subject to true-up with an effective bill date of August 1, 2008. To accommodate this need, CLEC must generate, if necessary, an updated Customer

Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this 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 Amendment may not be given without the written consent thereto by both Parties' authorized representatives. 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.

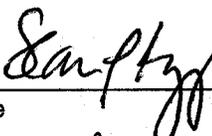
Entire Agreement

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.

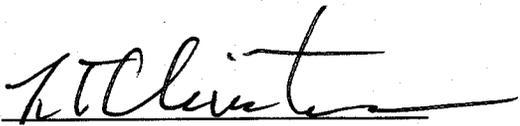
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**McLeodUSA Telecommunications.
Services, Inc.
dba PAETEC Business Services**

Qwest Corporation



Signature



Signature

Sean Pflaig

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Sr. VP Network Services

Title

Director – Wholesale Contracts

Title

12/18/08

Date

1/12/09

Date

ATTACHMENT 1

TO WHOLESALE SERVICE ORDER CHARGE AMENDMENT

1. **CLEC Wholesale Service Order Charges** Qwest agrees that pursuant to the terms of the Amendment, Qwest will not dispute CLEC's properly stated and documented invoices for Wholesale Service Order charges associated with orders submitted by Qwest to transfer a CLEC customer to Qwest, and will pay such invoices according to the payment terms of the Agreement. The invoices will be deemed properly stated and documented if they are provided by McLeod in electronic spreadsheet format (e.g., Excel, Access or equivalent format) and, for each charge, McLeod provides Qwest with Qwest's PON, the phone number to which the service applies, and the date McLeod provides the service for that phone number. The rates applicable to CLEC's Wholesale Service Order charges to Qwest are as listed in Exhibit 1 hereto. The Parties agree that Qwest has not waived its rights to dispute invoices for Wholesale Service Order charges for accuracy or other such reasons not related to the applicability of the Amendment.

2. **Without Prejudice** a. The Parties agree that Qwest reserves its rights to challenge CLEC's Wholesale Service Order tariff provisions before the Commission or before the utility commissions of other states. The Parties further agree that Qwest's agreement to the Amendment is and shall be without prejudice to any position that Qwest may take in the event that Qwest institutes any challenge to CLEC's Wholesale Service Order tariff provisions in the future. In the litigation of any such challenge, CLEC shall not make any argument in support of its tariffs based on the Amendment or on Qwest's agreement to enter the Amendment, including but not limited to any argument that the Amendment evidences Qwest's acceptance of CLEC's right to collect charges for the activities identified in the Amendment. b. It is the intent of the Parties to negotiate in good faith whether terms and rates similar to those in the Amendment should be included in the successors to the Agreement. Neither Qwest nor CLEC waive any position it may take with respect to negotiations in any successor agreements.

3. **Termination.** The Amendment shall continue in force until the earliest of these events: a. The parties mutually agree to terminate it, including but not limited to the execution and approval of a successor to the Agreement; or b. The Commission issues a Final Order that the Wholesale Service Order charge provisions in McLeodUSA's tariff in this state are unjust, unreasonable, unlawful or otherwise unenforceable, in which case this Amendment shall be deemed terminated in this state with respect to charges for any Wholesale Service Orders after the effective date of the Commission's order.

PRICING EXHIBIT

<u>State</u>	<u>McLeodUSA Rate</u>
Arizona	\$ 24.24
Idaho	\$ 16.22
Iowa	\$ 20.70
Montana	\$ 23.94
Nebraska	\$ 24.87
New Mexico	\$ 29.23
North Dakota	\$ 24.87
Oregon	\$ 17.09
South Dakota	\$ 24.87
Utah	\$ 13.10
Washington	\$ 21.24
Wyoming	\$ 17.36