



RECEIVED
FILED



2003 JUL 15 PM 4:08

IDAHO PUBLIC
UTILITIES COMMISSION

101 S. Capitol Boulevard, Suite 1900
Boise, Idaho 83702
main 208.389.9000
fax 208.389.9040
www.stoel.com

MARY S. HOBSON
Direct (208) 387-4277
mshobson@stoel.com

July 15, 2003

VIA HAND DELIVERY

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

**Re: Case No. QWE-T-00-19
APPLICATION FOR APPROVAL OF AMENDMENT TO THE
INTERCONNECTION AGREEMENT**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and New Access Communications, LLC is an original of the **Application for Approval of Amendment to the Interconnection Agreement**. The parties respectfully request 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.

Very truly yours,

A handwritten signature in cursive script that reads "Mary S. Hobson".

Mary S. Hobson

:blg
Enclosure
cc: Service List

Mary S. Hobson (ISB# 2142)
Stoel Rives LLP
101 South Capitol Boulevard – Suite 1900
Boise, ID 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040

RECEIVED
FILED
2003 JUL 15 PM 4:08
IDAHO PUBLIC
UTILITIES COMMISSION

Greg Wilmes
CEO
New Access Communications LLC
801 Nicollet Mall – Suite 350
Minneapolis, MN 55402
Telephone: (612) 256-0062

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST
CORPORATION AND NEW ACCESS
COMMUNICATIONS, LLC PURSUANT TO
47 U.S.C. §252(e)

CASE NO.: QWE-T-00-19

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

Qwest Corporation (“Qwest”) and New Access Communications, LLC (“New Access”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on August 22, 2001 (the “Agreement”). A copy of the Amendment 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”).

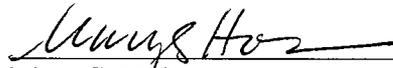
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

New Access and Qwest respectfully submit this Amendment provides no basis for either of these findings, and, therefore jointly request 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 New Access to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

New Access and Qwest further request 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 15th day of July, 2003.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Greg Wilmes
New Access Communications, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of July, 2003, 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
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

 X Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Greg Wilmes
CEO
New Access Communications LLC
801 Nicollet Mall – Suite 350
Minneapolis, MN 55402
Telephone: (612) 256-0062

 Hand Delivery
 X U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Luba Hromyk
Qwest Communications International Inc.
7800 East Orchard Road – Suite 250
Englewood, CO 80111
Telephone: (303) 793-6607
Facsimile: (303) 793-6633
lhromyk@qwest.com

 Hand Delivery
 X U. S. Mail
 Overnight Delivery
 Facsimile
 Email



Brandi L. Gearhart, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

**Performance Assurance Plan Amendment
to the Interconnection Agreement between
Qwest Corporation and
New Access Communications, LLC
for the State of Idaho**

This is an Amendment ("Amendment") for Performance Assurance Plan (PAP) to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and New Access Communications, LLC ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") that was approved by the Idaho Public Utilities Commission on August 21, 2001, as referenced in Case No. QWE-T-00-19; and

WHEREAS, the Parties wish to amend the Agreement further 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

Service Performance

The Performance Assurance Plan ("PAP") as approved by the Commission and the Performance Indicator Definitions ("PIDs") included as Exhibit B to the Commission approved Statement of Generally Acceptable Terms and Conditions ("SGAT") are hereby incorporated into this Amendment as Attachments 1 and 2, respectively. Modifications to PIDs that apply to the PAP shall be made in accordance with section 16.0 of the PAP. Changes made pursuant to section 16.0 shall apply to and modify this Agreement, subject to and in accordance with terms therein and any applicable subsequent judicial review.

Consistent with section 13.0 of the PAP, CLEC elects the PAP as a part of its Interconnection Agreement with Qwest. Therefore, all references in the Agreement to performance standards and measurements and accompanying payment mechanisms (including, but not limited to, Direct Measures of Quality (DMOQ) and Supplier Performance Quality Management System) are superceded by this Amendment.

Force Majeure and Dispute Resolution

Pursuant to sections 13.3 and 18.0 of the PAP, sections 5.7 (Force Majeure) and 5.18 (Dispute Resolution), of the SGAT respectively, attached hereto as Attachments 3 and 4 to this Amendment, are hereby incorporated into the Amendment for the sole purpose of implementing the PAP.

Implementation Date

If the FCC has granted Section 271 authorization for the State, the PAP will be implemented on the date the Amendment is executed by both parties. If the FCC has not granted Section 271 authorization for the State as of the date the Amendment is executed by both parties, the PAP will be implemented on the date the FCC grants Section 271 approval for the State. In the initial month of implementation, payments to CLEC under the PAP will be pro-rated to reflect the applicable percentage of the monthly payment.

CLEC Information

CLEC agrees that for amounts owed under the PAP that are not credited to CLEC's bill as allowed by the PAP, payments shall be made by the use of electronic fund transfers, or check, if the option of electronic fund transfer is not available. CLEC agrees that monthly performance reports shall be delivered via a password-protected website. In order to implement these provisions, CLEC shall provide specific information in response to the Performance Assurance Plan Amendment Questionnaire. To accommodate this need, CLEC shall generate an updated Performance Assurance Plan Amendment Questionnaire within 30 days.

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 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

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment 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 this Amendment.

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.

New Access Communications, LLC

Gregory L. Wilmes
Signature

Gregory L. Wilmes
Name Printed/Typed

CEO
Title

7-2-03
Date

Qwest Corporation

L.T. Christensen
Signature

L.T. Christensen
Name Printed/Typed

Director - Business Policy
Title

7/8/03
Date

NOTE: ATTACHMENTS ARE IN THE CASE FILE