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Maura E. Peterson
Paralegal
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IDAHO PUBLIC
UTILITIES COMMISSION



Via Overnight delivery

January 4, 2008

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

Re: Case No. QWE-T-02-2
Application for Approval of Amendment to the Interconnection Agreement
XO Communications Services Inc.

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 cursive script, appearing to read 'Maura E. Peterson', written over the typed name.

Maura E. Peterson

mep
Enclosure
cc: Service list

Adam L. Sherr (WSBA# 25291)
Qwest
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IDAHO PUBLIC
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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-02-2

**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 February 22, 2002 (the "Agreement"). The Amendment with XO Communications Services, Inc. ("XO") 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 XO 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 4th day of January, 2008.

Qwest Corporation


Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of January 2008, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

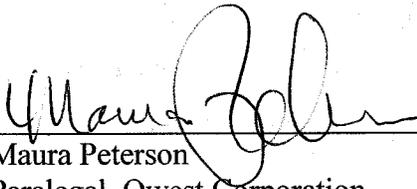
Jean Jewell, Secretary
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Hand Delivery
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Suite 1000
Salt Lake City, UT 84111



Maura Peterson
Paralegal, Qwest Corporation

**Voice over Internet Protocol (VoIP) Amendment
to the Interconnection Agreement between
Qwest Corporation and
XO Communications Services, Inc.
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and XO Communications Services, Inc. ("CLEC"), a Delaware Corporation. CLEC and Qwest shall be known jointly as the Parties ("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") on February 28, 2002, as referenced in Order No. 28964; 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

The Agreement is hereby amended by adding terms and conditions for Voice over Internet Protocol ("VoIP") 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; however, the Parties agree to implement the provisions of this Amendment upon execution. 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.

Term

This Amendment shall remain in effect until such time as the Parties enter into a new interconnection agreement, or the FCC, or state renders a decision on the treatment of VoIP traffic, that requires the Agreement be amended on a prospective basis, pursuant to the change

of law terms of the Agreement, if necessary. Provided, however, that if the Parties enter into, or file for arbitration of, a new interconnection agreement prior to May 30, 2008 (the "Successor Agreement"), the Parties agree that the provisions of this Amendment will be incorporated into the terms of the Successor Agreement and the terms shall state that they shall remain in effect until such time as the Parties enter into a new interconnection agreement, or the FCC, Commission or other body of competent jurisdiction renders a decision on the treatment of VoIP traffic, that requires this Successor Agreement be amended on a prospective basis, pursuant to the change of law terms of the Successor Agreement, if necessary. The Parties recognize that Qwest is negotiating or may negotiate interconnection agreement provisions governing the treatment of VoIP with other carriers, and the Parties agree that nothing in this Amendment or a Successor Agreement precludes or otherwise limits CLEC's right to request, or the Parties' ability to agree to, the VoIP terms in any such interconnection agreement or amendment to supercede the terms of this Agreement or a Successor Agreement.

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

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.

XO Communications Services, Inc.

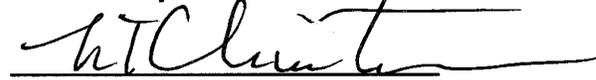

Signature

Heather B. Gold
Name Printed/Typed
SVP-External Affairs

Title

12/06/07
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director - Interconnection Agreements
Title

12/2/07
Date

ATTACHMENT 1**Qwest's Voice over Internet Protocol (VoIP)****Section 1.0 - Definitions**

1.1 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access, ISP-Bound traffic, VoIP traffic (as defined below), and Jointly Provided Switched Access traffic. To the extent the Parties have previously been exchanging enhanced or information service traffic (e.g., traffic terminating to voice mail); nothing in this Amendment shall be construed to limit the ongoing exchange of such traffic.

1.2 "VoIP" (Voice over Internet Protocol) traffic is traffic that: A) originates in Internet Protocol at the end user customer premises using IP-Telephone handsets, end-user customer premises Internet Protocol (IP) adapters, CPE-based Internet Protocol Telephone (IPT) Management "plug and play" hardware, IPT application management and monitoring hardware or such similar equipment (collectively "VoIP Equipment") and is transmitted over a broadband connection to the VoIP Provider. The Parties agree that VoIP will be treated as an Information Service and is subject to interconnection and compensation rules and treatment pursuant to the Agreement (including this Amendment) based on the supposition that the VoIP Provider Point of Presence ("POP") is an end user premises. The VoIP Provider POP is an end user premises for calls coming from and going to the VoIP Provider POP.

1.3 A "VoIP Provider "POP" is any portion of CLEC's network or network facilities that is dedicated to the transmission and routing of VoIP traffic to or from Qwest's network, including but not limited to a multiplexer port or DSX panel jack.

Section 2.0 Interconnection Facility Options

2.1 CLEC is permitted to utilize Local Interconnection Service ("LIS") trunks to terminate VoIP traffic under this Amendment only pursuant to the same rules that apply to traffic from all other end users and pursuant to the requirement that the VoIP Provider POP must be in the same local calling area as the called party. CLEC may not use LIS trunks solely to exchange VoIP traffic. When Qwest has reasonable cause (i.e. traffic terminating to Qwest does not fall within the definition set forth in Section 1.2) and provides reasonable notice to CLEC, CLEC agrees to first work cooperatively with Qwest to conduct a review of all traffic that CLEC classifies as VoIP traffic and of any other provider that CLEC used to originate, route and transport VoIP traffic that is delivered to Qwest, as well as to make available any supporting documentation and records in order to ensure that CLEC does not exchange Switched Access traffic with Qwest inappropriately termed as VoIP traffic. If the Parties are unable to resolve any issues regarding the traffic through this cooperative process, Qwest may, upon written notice, request an operational verification audit, and CLEC agrees to allow Qwest to conduct operational verification audits of CLEC's network

architecture and to work cooperatively with Qwest to conduct an operational verification audit of any other provider that CLEC used to originate, route and transport VoIP traffic that is delivered to Qwest, as well as to make available any supporting documentation and records in order to ensure CLEC's compliance with this definition. Operational verification audits shall be requested no more than one (1) time in any 12-month period, unless a previous "operational verification audit failure" has occurred, and each Party shall bear its own expenses of such operation verification audits. Qwest shall have the right to redefine the traffic that fails such operational verification audit as Switched Access in the event of an "operational verification audit failure". An "operational verification audit failure" is defined as: (a) Qwest's inability to conduct a post-provisioning operational verification audit due to insufficient cooperation by CLEC or CLEC's other providers, or (b) a reasonable determination by Qwest in a post-provisioning operational verification audit that the CLEC or CLEC's end-user customers are not originating calls in a manner consistent with this definition. All information exchanged between the Parties will be considered Proprietary Information pursuant to the Agreement. CLEC reserves the right to require any non-employee who is directly or indirectly involved in any such audit to execute a nondisclosure agreement reasonably satisfactory to CLEC.

- 2.2 Prior to using LIS trunks to terminate VoIP traffic, CLEC certifies that the (a) types of equipment VoIP end-users will use are consistent with the origination of VoIP calls as defined in Section 1 of this Amendment, and (b) types of configurations that VoIP end-users will use to originate calls using IP technology are consistent with the configuration as defined in Section 1 of this Amendment.
- 2.3 Exchange Service (EAS/Local), ISP-Bound Traffic, VoIP traffic, Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Toll involving a third party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups.

3.0 Intercarrier Compensation for VoIP Traffic

- 3.1 Qwest will bill CLEC at a rate of \$0.0007 per MOU for transport and termination of VoIP traffic.
- 4.0 Identification of VoIP Traffic -- CLEC agrees to complete the incorporation of the necessary coding changes into the call stream records by inserting a unique JIP (LRN) associated with the location of each VoIP Provider POP in the terminating record call data.