

**Qwest**  
1600 7th Avenue, Room 3206  
Seattle, Washington 98191  
(206) 398-2504  
Facsimile (206) 343-4040

**Maura E. Peterson**  
Paralegal  
Regulatory Law

RECEIVED  
2009 JUN 17 AM 9:31  
IDAHO PUBLIC  
UTILITIES COMMISSION



*Via Overnight delivery*

June 16, 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-02-08  
Application for Approval of Amendment to the Interconnection Agreement  
Level 3 Communications, LLC

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 1506  
Seattle, WA 98191  
Telephone: (206) 398-2504  
Facsimile: (206) 343-4040  
Adam.sherr@qwest.com

RECEIVED  
2009 JUN 17 AM 9: 31  
IDAHO PUBLIC  
UTILITIES COMMISSION

**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-02-8**

**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 May 22, 2002 (the "Agreement"). The Amendment with 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").

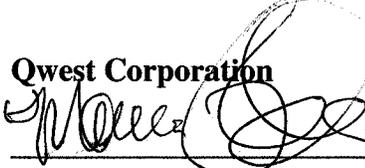
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation 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 Level 3 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 16<sup>th</sup> day of June, 2009.

**Qwest Corporation**  
  
\_\_\_\_\_  
Adam L. Sherr  
Attorney for Qwest

*For: Jasalegal*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 16<sup>th</sup> day of June, 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](mailto:jjewell@puc.state.id.us)

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

Jamie Moyer  
Rick Thayer  
Level 3 Communications LLC  
1025 Eldorado Blvd.  
Broomfield, CO 80021

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



\_\_\_\_\_  
Maura Peterson  
Paralegal, Qwest Corporation

RECEIVED  
JUN 17 AM 9:31  
IDAHO PUBLIC  
UTILITIES COMMISSION

**Originated 8XX Jointly Provided Switched Access ("JPSA") Amendment  
to the Interconnection Agreement between  
Qwest Corporation and Level 3 Communications  
for the State of Idaho**

This is an Amendment ("Amendment") for Originated 8XX JPSA traffic to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Level 3 Communications, LLC ("CLEC"), a Delaware Limited Liability Company. Qwest and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Idaho, that was approved by the Idaho Public Utilities Commission ("Agreement"); and

WHEREAS, the Parties agree 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 terms and conditions to accommodate CLEC's service as described below. Such additional terms and conditions are set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. The Sections identified in Attachment 1 have been modified, replaced entirely or are new additions to the Agreement. The Parties agree that an 8XX Third Party Carrier wants to route unqueried 8XX traffic to CLEC for the 8XX database dip and to route the queried traffic to IXCs served by Qwest as Jointly Provided Switched Access (JPSA) traffic via CLEC's LIS trunks.

Upon receipt of notice from Qwest outlined in Attachment 1 hereto, CLEC agrees to use commercially reasonable efforts with regards to Qwest and the Third Party Carrier establishing an agreement to set up such 8XX Third Party Carriers as a Meet Point Billing carrier with Qwest thirty (30) days prior to the date such 8XX Third Party Carrier's Originated Toll Free Service JPSA traffic begins transiting CLEC's network. For those 8XX Third Party Carrier's whose Originated Toll Free Service JPSA traffic is already transiting CLEC's network as of the date of this Agreement, the Parties acknowledge that CLEC has made such commercially reasonable efforts, but CLEC shall nonetheless continue to cooperate with Qwest to transition such carriers over to any new process as provide in Attachment 1 hereto.

**Effective Date**

This Amendment is subject to approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. To accommodate such implementation, CLEC must provide Qwest with a list of CLLIs associated with CLEC's switches which will be implementing this solution plus any additional information reasonably required by Qwest to make the internal system updates necessary to implement this solution. Upon receipt of notice from Qwest as outlined in Attachment 1 hereto, if it hasn't already as of the date of this agreement, CLEC will provide Qwest with an initial list of 8XX Third Party Carrier switch CLLIs

and NPA/NXXs homed on such switches as such NPA/NXXs are derived from the LERG. Consistent with the other requirements in the Agreement, upon receipt of notice from Qwest as outlined in Attachment 1 hereto, CLEC will notify Qwest of any additional CLEC's switches prior to the exchange of such traffic, so that its internal systems may be updated.

**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.

**Level 3 Communications, LLC**

Jamie Moyer  
Signature

Jamie Moyer  
Name Printed/Typed

Senior Director, Interconnection Services  
Title

5-27-09  
Date

**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director - Wholesale Contracts  
Title

6/2/09  
Date

## ATTACHMENT 1

### Originated 8XX Jointly Provided Switched Access (JPSA)

#### DEFINITIONS

"8XX Third Party Carrier" means a wireless telecommunications provider whose originating Toll Free Service traffic transits CLEC's network and routes the queried traffic to IXCs served by Qwest as JPSA traffic via CLEC's LIS trunks.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" or "JPSA" refers to an arrangement whereby two (2) or more LECs (including a LEC and WSP) receive traffic in the same LATA that the call is to be terminated in or originated from, and jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or WSP) receiving an appropriate share of the revenues from the IXC as defined by their effective switched Access Tariffs or other contractual arrangements.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS (0401004-0009), contains the recommended guidelines for the billing of an Access Service provided by two or more Telecommunications Carriers (including a WSP, LEC and/or a CLEC), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by ATIS (0404120-0006), contains recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers (including a WSP, LEC and/or a CLEC).

"Switched Access Service Traffic," is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

#### INTERCONNECTION

7.2.1.2.3 Jointly Provided Switched Access Traffic as defined in this Agreement. Jointly Provided Switched Access traffic is associated with Meet-Point Billing. The Parties will use industry standards developed and routed based on the LERG to handle the Provisioning and Billing of Jointly Provided Switched Access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). This type of traffic is discussed separately in this Section.

#### 7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines and based

on LERG routing, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.2 Intentionally Left Blank.

7.5.3 Intentionally Left Blank.

7.5.4 Intentionally Left Blank.

7.5.5 Both CLEC and Qwest agree to negotiate an amendment to the Agreement to reflect any new industry standards that conflict with the terms and conditions herein.

7.5.6 Qwest and CLEC understand and agree that for an interim period, until Qwest reasonably determines that volumes of traffic originating from 8XX Third Party Carriers through CLEC to Qwest necessitate the process described in Section 7.5.7, CLEC will send all applicable records as required in Section 7.5.8 and Qwest will utilize its interim internal processes to bill its tariffed access charges to the originating interexchange carrier. Upon such a reasonable determination by Qwest as described herein, Qwest and CLEC will implement the process described in Section 7.5.7 and elsewhere in this Amendment.

7.5.7 Qwest will set up 8XX Third Party Carriers based on Qwest FCC Access Tariff No. 1, section 2.4.7.

7.5.7.1 Qwest will use a "proposed Billed Percentage ("BP")" in its billing tables further outlined below. JPSA routes will be established in Qwest's tables as follows:

7.5.7.1.1 For traffic that terminates to 8XX Third Party Carrier via the Type 2 trunks with Qwest, Qwest will implement the proposed BP at 100% and the route will show only Qwest and 8XX Third Party Carrier. Qwest and CLEC understand and agree that CLEC does not play a role in this traffic and is therefore not concurring in this determination by Qwest.

7.5.7.1.2 For Toll Free Service traffic originated by 8XX Third Party Carriers, sent to CLEC then to Qwest via the LIS facilities in place between CLEC and Qwest, the proposed BP will equal the current BP between Qwest and CLEC and the route will show only two parties: CLEC and Qwest. If it is determined later that these routes will be filed in NECA, this route would then include CLEC as an intermediate carrier although the Qwest BP would be unchanged.

7.5.8 Exchange Message Interface (EMI) Category 11 JPSA records will be provided to Qwest by CLEC for any 8XX Third Party Carriers JPSA traffic exchanged from 8XX Third Party Carriers NPA NXXs to Qwest via CLEC LIS trunks for delivery to IXCs to insure such traffic is treated appropriately in Qwest's access billing systems, unless otherwise negotiated by the Parties.

7.5.9 Qwest will provide a one-time notification to CLEC of the billing name, billing address and Carrier identification codes of the IXCs subtending any Access Tandem Switches to which CLEC directly connects.

7.5.10 Qwest agrees to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines. Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will not fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing CLEC's End Office Switches and BPs in the NECA 4 Tariff.

7.5.11 Qwest and CLEC will each prepare and render a separate bill to the IXC in accordance with its own Tariff or contract for the portion of the service it provides. The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state Access Tariffs or other contractual arrangements.