

**CENTURYLINK**  
1600 7th Avenue, Room 1506  
Seattle, Washington 98191  
(206) 733-5178  
Facsimile (206) 343-4040

**Maura E. Peterson**  
Paralegal  
Regulatory Law

RECEIVED  
2013 SEP 27 AM 11:21  
IDAHO PUBLIC  
UTILITIES COMMISSION



**September 26, 2013**

*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.: QWE-T-02-8**  
**Application for Approval of the Relative User Factor**  
**Amendment to the Interconnection Agreement**

Dear Ms. Jewell:

Enclosed for filing are an original and three (3) copies of the Application for Approval of the Relative User Factor Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Level 3 Communications, LLC. 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,

A handwritten signature in blue ink, appearing to read "Maura E. Peterson".

Maura E. Peterson

/mep  
Enclosure  
cc: Service List

Lisa A. Anderl (WSBA#13236)  
CenturyLink  
1600 7th Ave, Room 1506  
Seattle, WA 98191  
Telephone: (206) 398-2504  
Facsimile: (206) 343-4040  
lisa.anderl@centurylink.com

RECEIVED  
2013 SEP 27 AM 11:21  
IDAHO PUBLIC  
UTILITIES COMMISSION

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

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

**CASE NO.: QWE-T-02-8**

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

Qwest Corporation dba CenturyLink QC (“CenturyLink”) hereby files this Application for Approval of the Relative Use Factor 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.

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 26<sup>th</sup> day of September, 2013.

**CENTURYLINK**

  
\_\_\_\_\_  
Lisa A. Anderl  
Attorney for Qwest Corporation  
dba CenturyLink QC

**CERTIFICATE OF SERVICE**

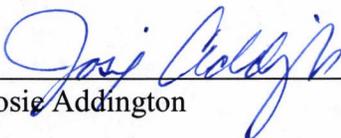
I hereby certify that on this 26<sup>th</sup> day of September, 2013, I served the foregoing **APPLICATION FOR APPROVAL OF THE RELATIVE USE FACTOR AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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

Andrea Pierantozzi  
VP – Interconnection Services  
Level 3 Communications, LLC  
1025 Eldorado Boulevard  
Broomfield, Colorado 80021

Hand Delivery  
 U. S. Mail  
 Overnight Delivery  
 Facsimile  
 Email

  
\_\_\_\_\_  
Josie Addington

**Relative Use Factor Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC and  
Level 3 Communications, LLC  
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Level 3 Communications, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

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

WHEREAS, the Parties desire 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 as set forth in Exhibit H, 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 as of December 1, 2012. 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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up implementing the terms of this amendment back to the latest execution date of this Amendment, or earlier, based on the terms of this Amendment and the necessary billing changes by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error solely for purposes of performance measurements.

**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**

DocuSigned by:  
*Andrea Pierantozzi*  
87662CCB8C244BB...  
Signature

Andrea Pierantozzi  
Name Printed/Typed

VP – Interconnection Services  
Title

9/19/2013  
Date

**Qwest Corporation dba CenturyLink QC**

05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

9/19/2013  
Date

## EXHIBIT H

### Eleven States

#### Calculation of the Relative Use Factor (RUF)

##### Minutes that are CenturyLink's responsibility (A):

- All EAS/Local 251(b)(5) Minutes of Use (MOU) that CenturyLink sends to CLEC
- All CenturyLink Exchange Access MOU that CenturyLink sends to CLEC
- EAS/Local 251(b)(5) traffic that transits CenturyLink network and is terminated to CLEC, for which CenturyLink receives compensation from the originating Carrier for performing the local transiting function
- All IntraLATA transit MOU that CenturyLink sends to CLEC
- All ISP-bound and FX MOU that CLEC sends to CenturyLink

##### Minutes that are CLEC's responsibility (B):

- All EAS/Local 251(b)(5) MOU that CLEC sends to CenturyLink
- All Exchange Access MOU that CLEC sends to CenturyLink
- All EAS/Local 251(b)(5) traffic that CLEC sends to CenturyLink for termination on another Carrier's network
- All IntraLATA transit MOU that CLEC sends to CenturyLink
- All Jointly Provided Switched Access (unless joint NECA 4 billing percentages have been filed) that CenturyLink sends to CLEC and that CLEC sends to CenturyLink

##### Non- Local Minutes that are CLEC's responsibility (C):

- All ISP-bound and VNXX MOU that CenturyLink sends to CLEC
- All VNXX MOU that transits CenturyLink network and is terminated to CLEC
- All Toll VoIP-PSTN MOU that CLEC sends to CenturyLink

The mathematical equation for RUF is as follows:

**CenturyLink Responsibility:  $(A) / (A+B+C)$       Rounded to  
nearest whole percentage**

**CLEC Responsibility:  $(B + C) / (A+B+C)$       Rounded to  
nearest whole percentage**

Data used for the calculation will be the average of the most recent three (3) months' usage determined not to be an anomaly.