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IDAHO PUBLIC
UTILITIES COMMISSION

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May 3, 2004

MARY S. HOBSON
Direct (208) 387-4277
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VIA HAND 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-02-22
APPLICATION FOR APPROVAL OF AMENDMENT TO THE
INTERCONNECTION AGREEMENT**

Dear Ms. Jewell:

Qwest submits the following agreement for Commission approval: Business Escalation Agreement between Qwest Corporation and MCI Worldcom Network Services, Inc. and its affiliates (which includes MCImetro Access Transmission Services, LLC). This agreement implements terms and conditions for executive level meetings between the parties and business escalation procedures. Please note that the parties only executed one original agreement and only copies are available for filing with the Commission. Please also note that this agreement is not confidential and the confidential and proprietary footer was inadvertently included on the document.

To the extent this Agreement covers the resolution of disputes regarding Section 251 services, this document is being submitted for Commission approval pursuant to 47 U.S.C. § 252(e) as an amendment to the interconnection agreement between Qwest and MCImetro Access Transmission Services. To the extent that this Agreement covers the resolution of disputes unrelated to Section 251 services or Qwest's obligations under the Telecom Act of 1996, this Agreement is being submitted for informational purposes only.



Jean Jewell, Secretary
Idaho Public Utilities Commission
May 3, 2004
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The enclosed agreement does not discriminate against non-party carriers. It is consistent with the state and federal law, and is in the public interest. Qwest respectfully requests that the Commission approve this agreement expeditiously.

Very truly yours,

Mary S. Hobson

:blg
Enclosure
cc: Service List

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T. D. Huynh
MCI
2678 Bishop Drive – Suite 200
San Ramon, CA 94583
Telephone: (925) 824-2057
t.d.huynh@mci.com

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**JOINT APPLICATION OF QWEST
CORPORATION AND MCImetro ACCESS
TRANSMISSION SERVICES, LLC FOR
APPROVAL OF AN INTERCONNECTION
AGREEMENT PURSUANT TO 47 U.S.C.
§252(e)**

CASE NO.: QWE-T-02-22

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

Qwest Corporation (“Qwest”) and MCImetro Access Transmission Services, LLC (“MCImetro”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on November 21, 2002 (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”).

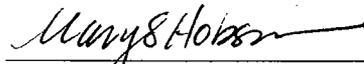
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation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

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

MCImetro 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 3rd day of May, 2004.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

T. D. Huynh
MCImetro Access Transmission Services, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of May, 2004, 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
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 Overnight Delivery
 Facsimile
 Email



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

BUSINESS ESCALATION AGREEMENT

This Business Escalation Agreement ("Agreement") is entered into this 20th day of February, 2004, by and between Qwest Corporation, a Colorado corporation ("Qwest") and MCI WORLDCOM Network Services, Inc. and its affiliates ("MCI"), on behalf of themselves and their affiliates and subsidiaries, for consideration of the mutual promises herein and other good and valuable consideration. The parties agree to: (1) arrange Executive-Level meetings as necessary between executives of each company to address unresolved and/or anticipated business issues; and (2) establish and follow escalation procedures designed to facilitate and expedite business-to-business dispute solutions.

1. EXECUTIVE-LEVEL MEETINGS

Beginning upon the date of full execution of this Agreement, the parties agree to attend and participate in executive meetings as necessary, the purpose of which will be to address and discuss issues, open items or disputes, and future business needs. The participants in the meeting will include executives from both companies at the vice-president and/or above level.

2. BUSINESS ESCALATION PROCEDURES

The parties wish to establish an improved business-to-business relationship and agree that they will attempt to resolve business issues that may arise between them, in accordance with the escalation procedures set forth herein. The parties agree, subject to any subsequent written agreement between the parties, to: (1) utilize the following escalation process and time frames to resolve such disputes; (2) commit the time, resources and good faith necessary to meaningful dispute resolution; (3) grant to one another, at the request of the other party, reasonable extensions of time at Levels 1 and 2 of the dispute resolution process to facilitate a business resolution.

Level	Participants	Time frame for discussions
LEVEL 1	Directors	15 business days
LEVEL 2	Vice Presidents	10 business days
LEVEL 3	Senior and/or Executive Vice Presidents	5 business days

In the event mutually agreeable resolution is not achieved, either party may seek legal, regulatory, or other relief.

Notwithstanding the above escalation procedures, the parties expressly reserve the right to pursue legal, regulatory, and/or other relief at any time

before any court, administrative agency, or other body as each party, in its sole discretion, deems appropriate or necessary to protect its interests. In the event either party avails itself of such right to relief, the other party may, to the extent feasible, accelerate the escalation process so as to reach Level 3 prior to the time at which a responsive filing would be required of that party.

If reporting or filing obligations or requirements are imposed upon Qwest by any third party or regulatory agency in connection with this Agreement, MCI agrees to assist Qwest in complying with such obligations and requirements, as reasonably required by Qwest and to hold Qwest harmless for any failure by MCI in this regard. MCI also acknowledges that Qwest may, in its sole discretion and to the extent that Qwest determines that this Agreement contains an ongoing term of interconnection, file this Agreement with a state commission pursuant to 47 U.S.C. § 252.

In the event either party pursues legal, regulatory, or other relief, both parties agree that they will continue to use this escalation process in an attempt to continue to seek settlement of that dispute and other disputes that may exist at that time or subsequently arise between the parties.

If the parties agree with the terms set forth above, they will each execute a copy of this Agreement in the signature spaces provided on the last page. Upon signature of both parties, the parties will be bound as of the date set forth above by the terms set forth herein, through March 31, 2007. This Agreement may be executed in counterparts and exchanged by facsimile.

Qwest Corporation

MCI WORLDCOM Network
Services, Inc. and its affiliates

By: Beth Helvorson
Signature

By: Michael A. Beaman
Signature

Beth Helvorson
Printed Name

MICHAEL A. BEAMAN
Printed Name

Its: VP-Wholesale Strategic Accounts
Title

Its: VICE PRESIDENT
Title

Legal Review by J. Monroe