

Qwest
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1041
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Maura E. Peterson
Paralegal
Regulatory Law

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IDAHO PUBLIC
UTILITIES COMMISSION



Via Overnight delivery

May 23, 2011

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
MCIMETRO Access Transmission Services 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', written over the word 'Sincerely,'.

Maura E. Peterson

mep
Enclosure
cc: Service list

Lisa A. Anderl (WSBA#13236)
Qwest
1600 7th Ave, Room 1506
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040
Adam.sherr@qwest.com

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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-02-22

**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 September 3, 2004 (the "Agreement"). The Amendment with MCIMetro Access ("MCIMetro") 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.

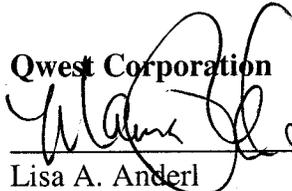
Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable MCIMetro

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 23rd day of May, 2011.

Qwest Corporation

 Paralegal for:

Lisa A. Anderl
Attorney for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this ___ day of May, 2011, 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
___ U. S. Mail
 X Overnight Delivery
___ Facsimile
___ Email

Mark Turner
MCImetro Access

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

Leslie Johnson, Qwest Corporation

**AMENDMENT TO
QWEST LOCAL SERVICES PLATFORM™ AGREEMENT**

This amendment ("Amendment"), by and between Qwest Corporation ("Qwest"), a Colorado corporation, and MCIMetro Access Transmission Services LLC ("CLEC"), a Delaware limited liability company, amends the Qwest Local Services Platform™ ("QLSP™") Agreement between the Parties.

WHEREAS, the Parties entered into a Qwest Local Services Platform™ ("QLSP™") Agreement ("Agreement") with an Effective Date of January 4, 2011; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and 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 modifying the following terms and conditions of Attachment 2 and Exhibit A.

1. The last sentence of Sections 1.5.2, 3.8.3 and 3.8.5 of Attachment 2 to the Agreement shall be deleted and replaced with the following:

"The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate."

2. Notwithstanding anything to the contrary in the Agreement, the rate sheet(s) attached hereto as Exhibit A shall apply to port rates for Services provided in the applicable state(s) identified therein. Except as expressly modified by this Amendment, all other rates reflected in the Agreement shall remain in full force and effect.
3. The last sentence of Section 3.4.1 of Attachment 2 to the Agreement is hereby deleted in its entirety.

For the avoidance of doubt, notwithstanding anything to the contrary in the Agreement by which port rates could be increased, other than as amended hereby, port rates shall remain unchanged throughout the term of the Agreement (as such term is identified in Section 3 of the Agreement), except that the Parties understand and agree that the terms and conditions of the Agreement regarding the annual variable discount structure associated with CLEC growth and retention thresholds shall continue to apply throughout the term of the Agreement.

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Effective Date

This Amendment shall be deemed effective upon signature by both Parties.

Further Amendments

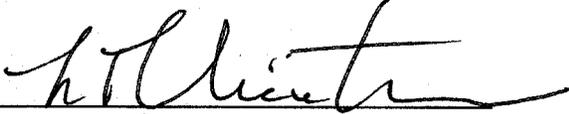
Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unmodified and shall be in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both of the Parties hereto. 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 by the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter 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 subject matter of the Agreement, as amended.

**AMENDMENT TO
QWEST LOCAL SERVICES PLATFORM™ AGREEMENT**

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.

Qwest Corporation:	MCImetro Access Transmission Services LLC:
By: <u></u> Name: <u>L. T. Christensen</u> Title: <u>Director - Wholesale Contracts</u> Date: <u>4/28/11</u>	By: <u></u> Name: <u>MARK TURNER</u> Title: <u>MANAGER</u> Date: <u>4-27-2011</u>

**Qwest Local Services Platform™ (QLSP™) Rate Page - Minnesota
Modified Local Switching Port Rate**

	USOC	Recurring	Non-Recurring	Notes
109.11 Local Switching Purchased As Part of QLSP™				
109.11.1 Ports, Basic Plan				
109.11.1.1 Analog Port		\$10.75		
109.11.1.2 Residential end user credit	LAWUR	(\$4.03)		1
109.11.1.3 Effective QLSP™ Residential Analog Port		\$6.72		1
109.11.1.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.1.5 PBX DID Port		\$10.58		
109.11.2 Ports, If 80% YOY Volume Retention Plan Requirements Are Met				
109.11.2.1 Analog Port		\$10.21		
109.11.2.2 Analog Port, Residential end user credit	LAWUR	(\$3.56)		
109.11.2.3 Effective QLSP™ Residential Analog Port		\$6.65		
109.11.2.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.2.5 PBX DID Port		\$10.58		
109.11.3 Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
109.11.3.1 Analog Port		\$9.68		
109.11.3.2 Analog Port, Residential end user credit	LAWUR	(\$3.09)		1
109.11.3.3 Effective QLSP™ Residential Analog Port		\$6.59		1
109.11.3.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.3.5 PBX DID Port		\$10.58		
109.11.4 Intentionally Blank				
109.11.5 Ports, If 115% YOY Volume Growth Plan Requirements Are Met				
109.11.5.1 Analog Port		\$7.53		
109.11.5.2 Analog Port, Residential end user credit	LAWUR	(\$1.21)		1
109.11.5.3 Effective QLSP™ Residential Analog Port		\$6.32		1
109.11.5.4 Digital Port (Supporting BRI ISDN)		\$16.99		
109.11.5.5 PBX DID Port		\$10.58		
109.11.6 Intentionally Blank				

Notes:

1

QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

**Qwest Local Services Platform™ (QLSP™) Rate Page - Nebraska
Modified Local Switching Port Rate**

	USOC	Recurring	Non-Recurring	Notes
109.11 Local Switching Purchased As Part of QLSP™				
109.11.1 Ports, Basic Plan				
109.11.1.1 Analog Port		\$9.43		
109.11.1.2 Residential end user credit	LAWUR	(\$5.16)		1
109.11.1.3 Effective QLSP™ Residential Analog Port		\$4.27		1
109.11.1.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.1.5 PBX DID Port		\$9.96		
109.11.2 Intentionally Left Blank				
109.11.3 Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
109.11.3.1 Analog Port		\$8.49		
109.11.3.2 Analog Port, Residential end user credit	LAWUR	(\$4.30)		1
109.11.3.3 Effective QLSP™ Residential Analog Port		\$4.18		1
109.11.3.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.3.5 PBX DID Port		\$9.96		
109.11.4 Intentionally Left Blank				
109.11.5 Ports, If 115% YOY Volume Growth Plan Requirements Are Met				
109.11.5.1 Analog Port		\$6.60		
109.11.5.2 Analog Port, Residential end user credit	LAWUR	(\$2.59)		1
109.11.5.3 Effective QLSP™ Residential Analog Port		\$4.01		1
109.11.5.4 Digital Port (Supporting BRI ISDN)		\$15.54		
109.11.5.5 PBX DID Port		\$9.96		
109.11.6 Intentionally Left Blank				

Notes:

- 1 QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

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WHEREAS, the Parties entered into a Qwest Local Services Platform™ ("QLSP™") Agreement ("Agreement") with an Effective Date of January 4, 2011; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and 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 modifying the following terms and conditions of Attachment 2 and Exhibit A.

1. The last sentence of Sections 1.5.2, 3.8.3 and 3.8.5 of Attachment 2 to the Agreement shall be deleted and replaced with the following:

"The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate."

2. Notwithstanding anything to the contrary in the Agreement, the rate sheet(s) attached hereto as Exhibit A shall apply to port rates for Services provided in the applicable state(s) identified therein. Except as expressly modified by this Amendment, all other rates reflected in the Agreement shall remain in full force and effect.
3. The last sentence of Section 3.4.1 of Attachment 2 to the Agreement is hereby deleted in its entirety.

For the avoidance of doubt, notwithstanding anything to the contrary in the Agreement by which port rates could be increased, other than as amended hereby, port rates shall remain unchanged throughout the term of the Agreement (as such term is identified in Section 3 of the Agreement), except that the Parties understand and agree that the terms and conditions of the Agreement regarding the annual variable discount structure associated with CLEC growth and retention thresholds shall continue to apply throughout the term of the Agreement.

Effective Date

This Amendment shall be deemed effective upon signature by both Parties.

Further Amendments

Except as expressly modified by this Amendment, the provisions of the Agreement shall remain unmodified and shall be 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 of the Parties hereto. 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 by the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter 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 subject matter of the Agreement, as amended.