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IDAHO PUBLIC  
UTILITIES COMMISSION

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October 30, 2003

**VIA HAND DELIVERY**

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

**Re: Case No. QWE-T-03-3  
APPLICATION FOR APPROVAL OF AMENDMENT TO THE  
INTERCONNECTION AGREEMENT**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and Contact Communications, Inc. is an original of the **Application for Approval of Amendment to the Interconnection Agreement**. The parties respectfully request 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.

Very truly yours,

  
Mary S. Hobson

:blg  
Enclosure  
cc: Service List

Mary S. Hobson (ISB# 2142)  
Stoel Rives LLP  
101 South Capitol Boulevard – Suite 1900  
Boise, ID 83702  
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Chris Robish, President  
Contact Communications, Inc.  
937 West Main Street  
Riverton, WY 82501  
Telephone: (307) 856-0980

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

JOINT APPLICATION OF QWEST  
CORPORATION AND CONTACT  
COMMUNICATIONS, INC. FOR APPROVAL  
OF A WIRELINE INTERCONNECTION  
AGREEMENT PURSUANT TO 47 U.S.C.  
§252(E)

CASE NO.: QWE-T-03-3

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

Qwest Corporation (“Qwest”) and Contact Communications, Inc. (“Contact”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on January 29, 2003 (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”).

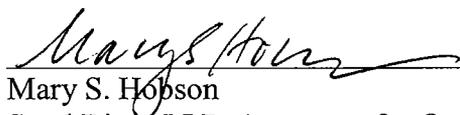
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation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

Contact 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. Expedient approval of this Amendment will enable Contact to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Contact 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. Expedient approval would further the public interest.

Respectfully submitted this 30<sup>th</sup> day of October, 2003.

**Qwest Corporation**



---

Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

and

Chris Robish, President  
Contact Communications, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 30<sup>th</sup> day of October, 2003, 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	<u>  X  </u>	Hand Delivery
Idaho Public Utilities Commission	<u>      </u>	U. S. Mail
472 West Washington Street	<u>      </u>	Overnight Delivery
Boise, Idaho 83720-0074	<u>      </u>	Facsimile
<a href="mailto:jjewell@puc.state.id.us">jjewell@puc.state.id.us</a>	<u>      </u>	Email

Mary Sullivan	<u>      </u>	Hand Delivery
Qwest Communications International Inc.	<u>  X  </u>	U. S. Mail
Legal Dept. – Contract Development & Services	<u>      </u>	Overnight Delivery
1801 California – Room 3800	<u>      </u>	Facsimile
Denver, CO 80202	<u>      </u>	Email
Telephone: (303) 672-2823		
Facsimile: (303) 672-2755		
<a href="mailto:mmsull1@qwest.com">mmsull1@qwest.com</a>		

Corporate Counsel – Interconnection	<u>      </u>	Hand Delivery
Qwest Law Department	<u>  X  </u>	U. S. Mail
1801 California Street – Suite 4900	<u>      </u>	Overnight Delivery
Denver, CO 80202	<u>      </u>	Facsimile
	<u>      </u>	Email

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

**Rate Update Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Contact Communications, Inc.  
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Contact Communications, Inc. ("CLEC"), a Wyoming corporation.

**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 on January 28, 2003, as referenced in Case No. QWE-T-02-23 ("Agreement"); and

WHEREAS, the Parties wish 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 rates in Exhibit A of the Agreement (and/or associated Amendments) are hereby amended by adding rates for products previously identified as "Under Development" and "No Charge".

1. Qwest developed rates for Exhibit A of the Agreement (and/or associated Amendments), that were previously identified as "Under Development". The aforementioned newly developed rates have been filed with the Commission in the approved SGAT.
2. An updated Exhibit A spreadsheet identifying the new rates is attached hereto and incorporated herein.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may 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.

**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**

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment 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 this Amendment.

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.

**Contact Communications, Inc.**

  
\_\_\_\_\_  
Signature

Steve Mossbrook  
\_\_\_\_\_  
Name Printed/Typed

President  
\_\_\_\_\_  
Title

10-20-03  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director - Business Policy  
\_\_\_\_\_  
Title

10/27/03  
\_\_\_\_\_  
Date

CMS Historical Contract Loading - Rate Updates

EXHIBIT A

CLEC Contact Communications, Inc.  
 STATE Idaho

Contract Sequence Number	CMS Sequence Number and Product Element	SGAT Element Number	Existing Contract Rate		SGAT/New Contract Rate	
			Recurring Charge	Non-Recurring Charge	Recurring Charge	Non-Recurring Charge
9.15.1	9.0 Unbundled Network Elements (UNEs) 9.15 Line Information Database (LIDB) 9.15.1 LIDB Storage	9.15.1		No Charge		\$0.00
9.15.4	9.0 Unbundled Network Elements (UNEs) 9.15 Line Information Database (LIDB) 9.15.4 Fraud Alert Notification, per Alert	9.15.4	No Charge		\$0.00	\$0.00
10.3	10.0 Ancillary Services 10.3 911/E911	10.3	No Charge		\$0.00	
10.4.1	10.0 Ancillary Services 10.4 White Pages Directory Listings 10.4.1 Primary Listings	10.4.1	No Charge		\$0.00	
12.2	12.0 Operational Support Systems 12.2 Ongoing Maintenance	12.2		Under Development		\$0.00
12.1	12.0 Operational Support Systems 12.1 Development and Enhancements, per Order	12.1	Under Development		\$0.00	

Note: Items 12.1 and 12.2 were identified as "Under Development:" on the contract. SGAT rates indicate "No Charge at this time". \$0.00 rates were entered to replace "No Charge at the time" SGAT rates.