

Mary S. Hobson (ISB# 2142)
Stoel Rives LLP
101 South Capitol Boulevard – Suite 1900
Boise, ID 83702
Telephone: (208) 389-9000
Facsimile: (208) 389-9040
mshobson@stoel.com

RECEIVED
FILED

2003 SEP 17 PM 4:31

IDAHO PUBLIC
UTILITIES COMMISSION

Charlie Creason
Project Mutual Telephone Cooperative Assoc.
507 G Street
Rupert, ID 83350
(208) 434-7121

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST
CORPORATION AND PROJECT MUTUAL
TELEPHONE COOPERATIVE
ASSOCIATION, INC. FOR APPROVAL OF
THE INTERCONNECTION AGREEMENT
FOR THE STATE OF IDAHO PURSUANT TO
47 U.S.C. §252(E)

CASE NO.: QWE-7-03-20

**APPLICATION FOR APPROVAL OF
THE RESALE AGREEMENT**

Qwest Corporation (“Qwest”) and Project Mutual Telephone Cooperative Association, Inc. (“Project”) hereby jointly file this Application for Approval of the Resale Agreement (“Agreement”). A copy of this Agreement is submitted herewith.

This Agreement 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 agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

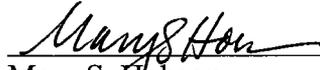
Project and Qwest respectfully submit that this Agreement provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Agreement

expeditiously. This Agreement 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 Agreement will enable Project to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Project and Qwest further request that the Commission approve this Agreement without a hearing. Because this Agreement 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 17th day of September, 2003.

Qwest Corporation



Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Charlie Creason
Project Mutual Telephone Cooperative Association, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of September, 2003, I served the foregoing **APPLICATION FOR APPROVAL OF THE RESALE 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
jjewell@puc.state.id.us	<u> </u>	Email

Charlie Creason	<u> </u>	Hand Delivery
Project Mutual Telephone Cooperative	<u> X </u>	U. S. Mail
Association, Inc.	<u> </u>	Overnight Delivery
507 G Street	<u> </u>	Facsimile
Rupert, ID 83350	<u> </u>	Email
(208) 434-7121		

Luba Hromyk	<u> </u>	Hand Delivery
Qwest Communications International, Inc.	<u> X </u>	U. S. Mail
Legal Department / Contract Development and	<u> </u>	Overnight Delivery
Services	<u> </u>	Facsimile
1801 California – Room 3800	<u> </u>	Email
Denver, CO 80202		
Telephone: (303) 672-2803		
Facsimile: (303) 672-2755		
lhromyk@qwest.com		

Brandi L. Gearhart

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

**Resale Amendment
to the Interconnection Agreement between
Qwest Corporation and
Project Mutual Telephone Cooperative Association, Inc.
for the State of Idaho**

This is an Amendment ("Amendment") for Resale to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Project Mutual Telephone Cooperative Association, Inc. ("Project"). Project and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, Project and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Idaho which was approved by the Idaho Public Utilities Commission ("Commission") on January 19, 1999; and

WHEREAS, the Parties wish 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, conditions and rates for Resale Services as set forth in Attachment 1 and Exhibit A, 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 may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Project must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Project 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.

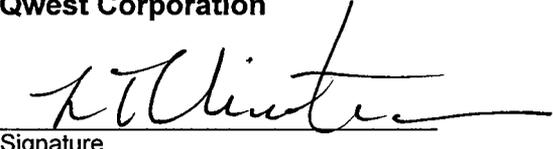
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Project Mutal Telephone
Cooperative Association, Inc.**



Signature
Charles H. Creason Jr.
Name Printed/Typed
President
Title
9/2/03
Date

Qwest Corporation



Signature
L. T. Christensen
Name Printed/Typed
Director - Business Policy
Title
9/10/03
Date

ATTACHMENT 1

Section 6.0 – RESALE**6.1 Description**

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Amendment. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Amendment, this Amendment shall be controlling.

6.1.2 While this Amendment addresses the provision of certain Qwest services to Project for resale by Project, the Parties also acknowledge that Project is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, Project shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Amendment, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

6.2.1 Qwest shall offer introductory training on procedures that Project must use to access Qwest's OSS at no cost to Project. If Project asks Qwest personnel to travel to Project's location to deliver training, Project will pay Qwest's reasonable travel related expenses. Qwest may also offer to Project other training at reasonable costs.

6.2.2 Services available for resale under this Amendment may be resold only to the same class of End User to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail End Users, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial and subsequent promotion(s) will be available to Project for resale with any applicable wholesale discount.

6.2.2.2 Market Trials of ninety (90) days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of End User eligible to purchase these services from Qwest.

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each Local Exchange Service line resold by Project whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail End User.

6.2.2.5 Non-Telecommunications Services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced services and Information Services other than voice messaging are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Amendment. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Amendment shall affect any obligation of any Qwest retail End User that early terminates a CSA, including payment of any early termination charges. Where Project seeks to continue serving a Customer presently served through a resold Qwest CSA, but wishes to provide such service through alternate resale arrangements, Qwest shall provide Project the same waivers of early termination liabilities as it makes to its own End Users in similar circumstances. In any case where it is required to offer such a waiver, Qwest shall be entitled to apply provisions that provide Qwest substantially the same assurances and benefits that remained to it under the resold agreement as of the time it is changed.

6.2.2.8 Grandfathered services are available for resale by Project to existing End Users of the grandfathered product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and Provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and a Project's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single Project within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. Project may purchase multiple common blocks within a single Central Office switching system when Project requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. Project with multiple common blocks within the same Central Office Switch may have Network Access Register and Private Facility trunk groups aggregated across multiple

common blocks. Centrex system based optional features (i.e. Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving Project's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet Project facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single Point of Interconnection with Project facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate Project facilities termination point is considered a location. A Project with multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single Project and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. A Project with Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex Project system to a single Project serving location for rating purposes. Project may not specify a Central Office as a Project location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access is available for resale but not at a discount.

6.2.2.11 Reserved for Future Use.

6.2.2.12 Telecommunications Services provided directly to Project for its own use and not resold to End Users must be identified by Project as such, and Project will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to Project Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail End Users. Qwest shall also provide resold services to Project in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse Project for credits or fines and penalties assessed against Project as a result of Qwest's failure to provide service to Project, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the

following provisions:

6.2.3.1 Qwest shall provide service credits to Project for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to Project shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to Project. Qwest is not required to provide service credits for service failures that are the fault of the Project;
- c) Intentionally Left Blank.
- d) Intentionally Left Blank.
- e) In no case shall Qwest's credits to Project exceed the amount Qwest would pay a Qwest End User under the service quality requirements, less any wholesale discount applicable to Project's resold services; and
- f) In no case shall Qwest be required to provide duplicate reimbursement or payment to Project for any service quality failure incident.

6.2.3.2 Fines and Penalties - Qwest shall be liable to pay to Project fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's fines and penalties paid to Project shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to Project. Qwest is not required to pay fines and penalties for service failures that are the fault of the Project;
- c) Reserved for Future Use.
- d) In no case shall Qwest's fines and penalties to Project exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to Project's resold services; and
- e) In no case shall Qwest be required to provide duplicate

reimbursement or payment to Project for any service quality failure incident.

- 6.2.4 In the event that there are existing agreements between Project and Qwest for resale under Qwest retail Tariff discounts, Project may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or Project may elect to terminate such existing agreements and obtain such services by adopting this Amendment pursuant to the General Terms of the Agreement. If Project so adopts this Amendment, the associated wholesale discount specified in Exhibit A of this Amendment will apply.
- 6.2.5 Reserved for Future Use.
- 6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.
- 6.2.7 Qwest will accept at no charge one primary white pages Directory Listing for each main telephone number belonging to Project's End User based on End User information provided to Qwest by Project. Qwest will place Project's End Users' listings in Qwest's Directory Assistance Database and will include such listings in Qwest's Directory Assistance Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest Dex Section of the Agreement.
- 6.2.8 Qwest shall provide to Project, for Project's End Users, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of Project to provide accurate End User information for listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide Project's End User information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain Project's End User service information in the ALI/DMS used to support E911/911 services on the same schedule that it uses for its retail End Users. Qwest assumes no liability for the accuracy of information provided by Project.
- 6.2.9 If Qwest provides and Project accepts Qwest's Directory Assistance Service or operator services for Project's resold Local Exchange Service lines, such Directory Assistance and operator services may be provided with branding as provided in the Agreement.
- 6.2.10 Project shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End Users for InterLATA and IntraLATA services. Project and Qwest shall follow all Applicable Laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any liability for Project's improper InterLATA and IntraLATA PIC change requests, and Project shall disclaim any liability for Qwest's improper InterLATA (when applicable) and IntraLATA PIC change requests.
- 6.2.11 When End Users switch from Qwest to Project, or to Project from any other Reseller and if they do not change their service address to an address served by a different Central Office, such End Users shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event Qwest properly terminates the Provisioning of any resold services to Project for any reason Project shall be responsible for providing any and all necessary notice to its End Users of the termination. In no case shall Qwest be responsible for providing such notice to Project's End Users. Qwest will provide notice to Project of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

6.2.13 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Project requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic Local Exchange Service as set forth in Qwest's Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to Project a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail End Users. If the quote is accepted by Project, Project will be billed the quoted price and construction will commence after receipt of payment.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to Project.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End Users, will continue to be paid by Project without discount for each local exchange line resold under this Amendment. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 Project will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for Project End User changes of Interexchange or IntraLATA Carriers. Any change in Project's End Users' Interexchange or IntraLATA Carrier must be requested by Project on behalf of its End User, and Qwest will not accept changes to Project's End Users' Interexchange or IntraLATA Carrier(s) from anyone other than Project.

6.3.5 Project agrees to pay Qwest when its End User activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended

pursuant to this Amendment. With respect to all such charges, Qwest shall provide Project with sufficient information to enable Project to bill its End Users.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by Project will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail End Users, except that Project will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order via an Amendment, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Amendment at the original Amendment wholesale discount rate.

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills Project amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on Project's bill(s).

6.3.9 If rates for services resold by Project under this Amendment change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to Project for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific nonrecurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at Project's request for use by Project's End Users. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 Project, or Project's agent, shall act as the single point of contact for its End Users' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. Project's End Users contacting Qwest in error will be instructed to contact Project; and Qwest's End Users contacting Project in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Amendment shall be deemed to prohibit Qwest or Project from discussing its products and services with Project's or Qwest's End Users who call the other Party seeking such information.

6.4.2 Project shall transmit to Qwest all information necessary for the ordering (Billing,

listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Product Catalog PCAT available on Qwest's public web site located at <http://www.qwest.com/wholesale/pcat>. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, End User and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to Project for resale under this Amendment as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail End Users. The installation, Provisioning, maintenance, and repair processes for Project's resale service requests are detailed in the Support Functions Section of the Agreement, and are applicable whether Project's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 Project is responsible for providing to Qwest complete and accurate End User listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of the Agreement contains complete terms and conditions for listings for Directory Assistance Service, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail End User, or the End User's new local service provider orders the discontinuance of the End User's existing Qwest service in anticipation of End User moving to a new local service provider, Qwest will render its closing bill to the End User, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User. If a Project that currently provides resold service to an End User, or if End User's new local service provider orders the discontinuance of existing resold service from Project, Qwest will bill the existing Project for service through the date End User receives resold service from the existing Project. Qwest will notify Project by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User moves from one Project to a different local service provider. Qwest will not provide Project with the name of the other local service provider selected by the End User.

6.4.6 Project shall provide Qwest and Qwest shall provide Project with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both Project and Qwest in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the End User, Project shall be responsible for obtaining and having in its possession Proof of Authorization (POA), as set forth in the Proof of Authorization Section of the Agreement.

6.4.8 Due date intervals for Project's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to Project shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail End Users.

6.5 Billing

6.5.1 Qwest shall bill Project and Project shall be responsible for all applicable charges for the resold services as provided herein. Project shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Amendment associated with services that Project resells to an End User under this Amendment.

6.5.2 Qwest shall provide Project, on a monthly basis, within seven (7) to ten (10) calendar days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in the Agreement, Billing information including (1) a summary bill, and (2) individual End User sub-account information consistent with the samples available for Project review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide Project resold services. A Project or its End Users may not rearrange, move, disconnect or attempt to repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at the Project's End User's premises, other than by connection or disconnection to any interface between Qwest and the End User's facilities, without the written consent of Qwest.

6.6.2 Maintenance and repair procedures are detailed in the Agreement.

6.6.3 Project and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 6.7 below.

6.7 Misdirected Repair Calls

6.7.1 Project and Qwest will employ the following procedures for handling misdirected repair calls:

6.7.1.1 Project and Qwest will provide their respective End Use Customers with the correct telephone numbers to call for access to their respective repair bureaus.

6.7.1.2 End User Customers of Project shall be instructed to report all cases of trouble to Project. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

6.7.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Amendment shall be deemed to prohibit Qwest or Project from discussing its products and services with Project's or Qwest's End User Customers who call the other Party seeking such information.

6.7.1.4 Project and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

6.7.1.5 In responding to repair calls, Project's End User Customers contacting Qwest in error will be instructed to contact Project; and Qwest's End User Customers contacting Project in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Amendment shall be deemed to prohibit Qwest or Project from discussing its products and services with Project's or Qwest's End User Customers who call the other Party seeking such information.

EXHIBIT A
IDAHO

Amendment			
6 Resale	Wholesale Discount Percentage Recurring Charge	Wholesale Discount Percentage Nonrecurring Charge	
	Recurring	Non-Recurring	Notes
6.1 Wholesale Discount Rates			
6.1.1 Southern Idaho			
6.1.1.1 Basic Exchange Residential Line Service	18.25%	18.25%	
6.1.1.2 Basic Exchange Business Line Service/PBX/PAL	18.25%	18.25%	
6.1.1.3 IntraLATA Toll	18.25%	18.25%	
6.1.1.4 Package/Special Services (e.g. Centrex, ISDN, DSS Frame Relay Service ACS)	18.25%	18.25%	
6.1.1.5 Listings, CO Features & Information Services	18.25%	18.25%	
6.1.1.6 Private Line	18.25%	18.25%	
6.1.2 Northern Idaho			
6.1.2.1 Basic Exchange Residential Line Service	19.37%	19.37%	
6.1.2.2 Basic Exchange Business Line Service/PBX/PAL	19.37%	19.37%	
6.1.2.3 IntraLATA Toll	19.37%	19.37%	
6.1.2.4 Package/Special Services (e.g. Centrex, ISDN, DSS Frame Relay Service ACS)	19.37%	19.37%	
6.1.2.5 Listings, CO Features & Information Services	19.37%	19.37%	
6.1.2.6 Private Line	19.37%	19.37%	
6.1.3 Southern Idaho High-Volume Customers	6.65%	6.65%	
6.1.4 Northern Idaho-High Volume Customers	6.87%	6.87%	
6.2 Customer Transfer Charge (CTC)			
6.2.1 CTC for POTS Service		\$5.00	
6.2.2 CTC for Private Line Transport Services			
6.2.2.1 First Circuit		\$42.69	1
6.2.2.2 Additional Circuit, per circuit, same CSR		\$42.69	1
6.2.3 CTC for Advanced Communications Services, per Circuit		\$53.63	1
Notes			
# Denotes voluntary rate reduction.			
* Unless otherwise indicated, all rates are pursuant to the Qwest and AT&T Interconnection Agreement approved by the Idaho Public Utilities Commission in Docket Number USW-T-96-15, Commission Order Number 27738, effective September 17, 1998.			
1 Rates addressed in Cost Docket 6/29/01 & 11/16/2001. (TELRIC)			