

Qwest
1600 7th Avenue, Room 3206
Seattle, Washington 98191
(206) 398-2504
Facsimile (206) 343-4040

Maura E. Peterson
Paralegal
Regulatory Law

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2008 OCT 17 AM 9:19

IDAHO PUBLIC
UTILITIES COMMISSION



Via Overnight delivery

October 16, 2008

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

04-01
Re: Case No. QWE-T-~~06-24~~
Application for Approval of Amendment to the Interconnection Agreement
Sprint Communications Company, LP

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 cursive script, appearing to read 'Maura E. Peterson', written over a large, stylized 'Q'.

Maura E. Peterson

mep
Enclosure
cc: Service list

Adam L. Sherr (WSBA# 25291)
Qwest
1600 7th Ave, Room 3206
Seattle, WA 98191
Telephone: (206) 398-2504
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-04-1

**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 January 13, 2004 (the "Agreement"). The Amendment with Sprint Communications Company L.P. 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.

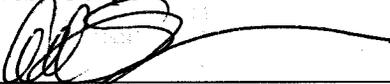
Qwest respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission,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

Respectfully submitted this 16th day of October, 2008.

Qwest Corporation



Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of October, 2008, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

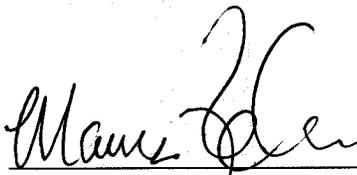
Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Gary B. Lindsey
Director-Access Solutions
Sprint Communications, LP
6330 Sprint Parkway
Overland Park, Kansas 66251

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Jack S. Weyforth
Sprint Communications, LP
6330 Sprint Parkway
Overland Park, Kansas 66251



Maura Peterson
Paralegal, Qwest Corporation

**Voice over Internet Protocol (VoIP) Amendment
to the Interconnection Agreement between
Qwest Corporation and
SPRINT COMMUNICATIONS L.P.
for the State of Idaho**

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UTILITIES COMMISSION

This is an Amendment ("Amendment") for Voice over Internet Protocol (VoIP) to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Sprint Communications L.P. ("CLEC"), a Delaware Limited Partnership. CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC 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 13, 2004, Case No. QWE-T-04-1, Order No. 29417; and

WHEREAS the Parties dispute terms, conditions and application and interpretation of existing rules regarding the exchange of traffic commonly referred to as "VoIP Traffic" and desire to exchange VoIP Traffic pending the outcome of a decision by the applicable State Commission or the Federal Communications Commission ("FCC") regarding the definition of VoIP Traffic and the appropriate intercarrier compensation to apply to VoIP Traffic; and

WHEREAS, to address the dispute regarding the exchange of VoIP Traffic without either Party waiving rights to advocate the position and seek appropriate remedies, and to allow the network configuration specified below to be installed and/or maintained so that traffic can be exchanged, the Parties have agreed to the following terms and conditions.

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 the exchange of Voice over Internet Protocol ("VoIP") traffic as defined and set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference. The Sections identified in Attachment 1 have been modified, replaced entirely or are new additions to the Agreement.

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. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by

the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

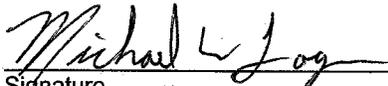
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

SPRINT COMMUNICATIONS, L.P.

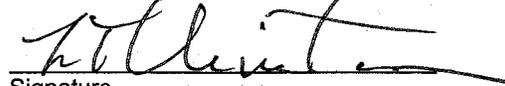

Signature

Michael Logan
Name Printed/Typed

Director, Access Strategy
Title

8-20-08
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

9/22/08
Date

ATTACHMENT 1

Qwest's Voice over Internet Protocol (VoIP)

Section 4.0 - DEFINITIONS

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access, ISP-Bound traffic, VoIP traffic, and Jointly Provided Switched Access traffic.

"VoIP" (Voice over Internet Protocol) traffic is traffic that originates in Internet Protocol at the end user customer premises using IP-Telephone handsets, end-user customer premises Internet Protocol (IP) adapters, CPE-based Internet Protocol Telephone (IPT) Management "plug and play" hardware, IPT application management and monitoring hardware or such similar equipment and is transmitted over a broadband connection to the VoIP provider. VoIP is treated as an Information Service, and is subject to interconnection and compensation rules and treatment accordingly under this Agreement based on the supposition that the VoIP Provider Point of Presence ("POP") is an end user premise.

Section 7.0 – INTERCONNECTION

7.1.1.2 CLEC may utilize LIS trunks to send VoIP traffic to Qwest for termination under this Agreement only pursuant to the same rules that apply to traffic from all other end users, including the requirement that the VoIP Provider POP must be in the same local calling area as the called party. CLEC may not use LIS trunks solely to exchange VoIP traffic. The Parties agree to allow each other to conduct operational verification audits and to work cooperatively with each other as well as to make available any supporting documentation and records including any Parties' providers or customers to ensure that the Parties are complying with the definition and appropriate treatment of VoIP traffic. Qwest shall have the right to redefine this traffic as Switched Access in the event of an "operational verification audit failure". An "operational verification audit failure" is defined as: (a) Qwest's inability to conduct a post-provisioning operational verification audit due to insufficient cooperation by CLEC or CLEC's other providers, or (b) a determination by Qwest in a post-provisioning operational verification audit that the CLEC or CLEC's end-user customers are not originating calls in a manner consistent with this definition.

7.1.1.3 Prior to using Local Interconnection Service trunks to terminate VoIP traffic, CLEC certifies that the (a) types of equipment VoIP end-users will use are consistent with the origination of VoIP calls as defined in Section 4 of this Agreement, and (b) types of configurations that VoIP end-users will use to originate calls using IP technology are consistent with the configuration as defined in Section 4 of this Agreement. CLEC will initially use the Charge Number (CN) field of the SS7 Call stream to identify the actual location of the VoIP Provider POP, that is used by CLEC to send the VoIP Traffic to Qwest for termination and is in the same local calling area as the called party, as represented by the Called Party Number (CdPN) field to ensure that the billing systems will properly rate the calls as local calls and that traffic is being

exchanged according to the terms of this Amendment. The Parties will also subsequently amend the Agreement to implement any applicable industry standards or other mutually agreeable methods to identify VoIP traffic.

7.2.1.2.6 VoIP traffic as defined in this Agreement.

7.2.2.9.3.1 Exchange Service (EAS/Local), ISP-Bound Traffic, VoIP traffic, Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Toll involving a third party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups.

7.3.4 Exchange Service (EAS/Local), ISP-Bound and VoIP Traffic

7.3.4.1 CLEC and Qwest will exchange Exchange Service (EAS/Local), ISP-Bound and VoIP traffic on a Bill and Keep basis.

7.3.4.2 Intentionally Left Blank.

7.3.4.3 Intentionally Left Blank.

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