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**Maura E. Peterson**  
Paralegal  
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*Via Overnight delivery*

December 20, 2010

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

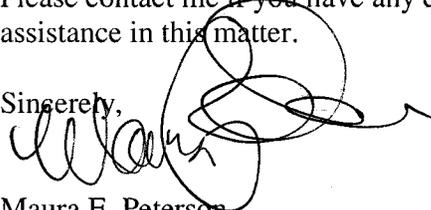
Re: Case No. QWE-T-05-22  
Application for Approval of Amendment to the Interconnection Agreement

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,

  
Maura E. Peterson

mep  
Enclosure  
cc: Service list

Adam L. Sherr (WSBA# 25291)  
Qwest  
1600 7th Ave, Room 1506  
Seattle, WA 98191  
Telephone: (206) 398-2504  
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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-05-05**

**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 November 23, 2005 (the "Agreement"). The Amendment with Pac-West Telecomm, Inc. ("Pac-West") 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 Pac-West

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 20 day of December, 2010.

**Qwest Corporation**

 for:

Adam L. Sherr  
Attorney for Qwest

**CERTIFICATE OF SERVICE**

I hereby certify that on this 20<sup>th</sup> day of December 2010, 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](mailto:jjewell@puc.state.id.us)

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile
- Email

Jennifer Eubanks  
Chief Financial Officer  
Pac-West Telecomm, Inc.

- Hand Delivery
- U. S. Mail
- Overnight Delivery
- Facsimile



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Maura Peterson  
Paralegal, Qwest Corporation

**Voice over Internet Protocol (VoIP) Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation and Pac-West Telecomm, Inc.  
for the State of Idaho**

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UTILITIES COMMISSION

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Pac-West Telecomm, Inc. ("CLEC"), a California corporation. 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 November 23, 2005; 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 and conditions for VoIP traffic as 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, where permitted, the Parties 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, which updates shall be made on a timely basis. CLEC will be notified when all system changes have been made. If necessary, 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 an

accurate true-up subject to the dispute resolution clause of this Agreement, 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.

**Pac-West Telecomm, Inc.**

Signature 50C740BF613B404...  
*Jennifer Eubanks*  
DocuSigned By: Jennifer Eubanks

Jennifer Eubanks  
Name Printed/Typed

Chief Financial Officer  
Title

11/23/2010  
Date

**Qwest Corporation**

Signature 05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

11/29/2010  
Date

## ATTACHMENT 1

### Qwest's Voice over Internet Protocol (VoIP) Amendment

The following new definition is hereby replaced in 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.

The following new definitions are hereby added in Section 4.0 - DEFINITIONS:

"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 as amended by this Amendment, including but not limited to section 7.3.4.7.1 below, based on the supposition that the VoIP Provider Point of Presence ("POP") is an end user premise.

"VoIP Provider POP (Point Of Presence)" is any portion of CLEC's network or network facilities that is dedicated to the transmission and routing of VoIP traffic to or from Qwest's network, including but not limited to a multiplexer port or DSX panel.

The following new sections 7.1.1.2 and 7.1.1.3 are hereby added to the Agreement:

7.1.1.2 A Party may utilize LIS trunks to send VoIP traffic to the other Party for termination under this Agreement only pursuant to the same rules that apply to traffic from all other end users, and pursuant to 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 of the 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". Such audit will be conducted on a quarterly basis and Qwest will notify CLEC of problems within 30 days. 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. All information exchanged between the Parties will be considered confidential and proprietary information pursuant to the Agreement. CLEC reserves the right to require any non-employee who is directly or indirectly involved in any such review to execute a nondisclosure agreement reasonably satisfactory to CLEC.

7.1.1.3 Prior to using Local Interconnection Service trunks to terminate VoIP traffic, the parties certify that they require their customers to certify 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 VoIP Provider POP that is used by CLEC to send the VoIP Traffic to Qwest for termination and is local to the called party's number to ensure that the billing systems will properly rate the calls as local calls. The parties will also subsequently use any mandatory industry standards or any other mutually agreeable method to identify the VoIP Provider POP associated with the VoIP Traffic.

The following new section is hereby added to the Agreement:

7.2.1.2.5 (f) VoIP traffic as defined in this Agreement.

The following new section is hereby added to the agreement:

**7.3.4.7 Exchange Service (EAS/Local) and VoIP Traffic**

7.3.4.7.1 CLEC and Qwest will exchange Exchange Service (EAS/Local) and VoIP traffic pursuant to the selection made by CLEC in Exhibit J.