

Qwest
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Maura E. Peterson
Paralegal
Regulatory Law

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IDAHO PUBLIC
UTILITIES COMMISSION



Via Overnight delivery

May 24, 2007

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

Re: Case No. QWE-T-06-24
Application for Approval of Amendment to the Interconnection Agreement
Verizon Business Network Services, Inc. (as successor in interest to MCI
Worldcom Network Services, Inc.) and its affiliates MCI Communications
Services, Inc. and 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 cursive script, appearing to read 'Maura E. Peterson', written over a faint circular stamp.

Maura E. Peterson

mep
Enclosure
cc: Service list

Adam L. Sherr (WSBA# 25291)
Qwest
1600 7th Ave, Room 3206
Seattle, WA 98191
Telephone: (206) 398-2507
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-06-24

**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”) on file with the Idaho Public Utilities Commission under Case No. QWE-T-06-24 (the “Agreement”). The Amendment with Verizon Business Network Services, Inc. (as successor in interest to MCI Worldcom Network Services, Inc.) and its affiliates MCI Communications Services, Inc and MCImetro Access Transmission Services LLC (“Verizon”) 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.

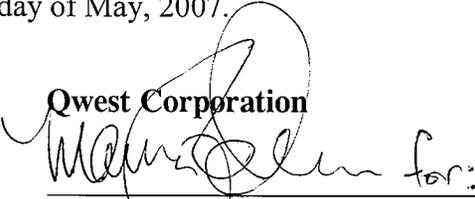
The purpose of this Agreement is, generally, to improve the business-to-business relations between the parties and agree to resolve business issues through standard escalation processes.

Please note that the Agreement addresses a broad array of issues that would be subject to its escalation procedures. Thus, the language of Section 4 in the Agreement, which states that interconnection agreement "disputes" shall still be governed by the dispute resolution terms of the existing interconnection agreement, addresses not all of the matters that could arise between the parties that are within the scope of the Agreement. Further, the parties' business-to-business relationship pertains to Section 251 services as well as other services. For these reasons, Qwest believes that the Agreement reflects changes and additions to its existing interconnection agreement with Verizon and it is appropriate to file this Agreement pursuant to Section 252 filing requirements.

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 25th day of May, 2007.

Qwest Corporation


Adam L. Sherr
Attorney for Qwest

CERTIFICATE OF SERVICE

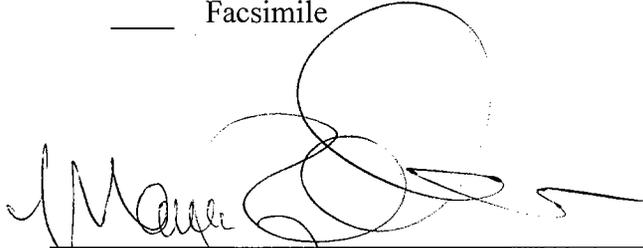
I hereby certify that on this 25th day of May, 2007, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

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

MCImetro
Peter H. Reynolds
Verizon Business
22001 Loudoun County Parkway
Ashburn, VA 20147

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile



Maura Peterson
Paralegal, Qwest Corporation

BUSINESS ESCALATION AGREEMENT

This Business Escalation Agreement ("Agreement") is entered into this 4th day of April, 2007, by and between Qwest Services Corporation and its affiliates ("Qwest") and Verizon Business Network Services, Inc. (as successor in interest to MCI WORLDCOM Network Services, Inc.) and its affiliates MCI Communications Services, Inc. and MCImetro Access Transmission Services LLC ("MCI"), , for consideration of the mutual promises herein and other good and valuable consideration. The parties agree to: (1) arrange Executive-Level meetings as necessary between executives of each company to address unresolved and/or anticipated business issues; and (2) establish and follow escalation procedures designed to facilitate and expedite business-to-business dispute solutions.

1. EXECUTIVE-LEVEL MEETINGS

The parties agree to continue to attend and participate in executive meetings as necessary, the purpose of which will be to address and discuss issues, open items or disputes, and future business needs. The participants in the meeting will include executives from both companies at the executive director and/or above level.

2. BUSINESS ESCALATION PROCEDURES

The parties wish to establish an improved business-to-business relationship and agree that they will attempt to resolve business issues that may arise between them, in accordance with the escalation procedures set forth herein. The parties agree, subject to any subsequent written agreement between the parties, to: (1) utilize the following escalation process and time frames to resolve such disputes; (2) commit the time, resources and good faith necessary to meaningful dispute resolution; (3) grant to one another, at the request of the other party, reasonable extensions of time at Levels 1 and 2 of the dispute resolution process to facilitate a business resolution.

Level	Participants	Time frame for discussions
LEVEL 1	Directors	15 business days
LEVEL 2	Executive Directors	10 business days
LEVEL 3	Vice Presidents or Above	5 business days

In the event mutually agreeable resolution is not achieved, either party may seek legal, regulatory, or other relief.

3. NOTICES

Any notice requesting an escalation or meeting pursuant to this Agreement shall be made in writing and delivered by U.S. mail or facsimile to the following persons:

If to Qwest:

Steve Hansen
Vice President – Carrier Relations
24th Floor
1801 California Street
Denver, Colorado 80202

Wholesale Legal Representative
Suite 900
1801 California Street
Denver Colorado 80202

If to Verizon Business:

Michael A. Beach
Executive Director
Carrier Cost Management
6415 Business Center Drive
Highlands Ranch, CO 80130

Paul Collins
Associate Counsel
22001 Loudoun County
Parkway
Ashburn, VA, 20147

4. SCOPE OF AGREEMENT

The parties agree that the escalation procedures set forth in this Agreement do not apply to disputes arising under any interconnection agreements (“ICAs”) between the parties. Such ICA disputes shall be governed by the dispute resolution terms of the ICAs rather than the terms of this Agreement.

Notwithstanding the above escalation procedures, the parties expressly reserve the right to pursue legal, regulatory, and/or other relief at any time before any court, administrative agency, or other body as each party, in its sole discretion, deems appropriate or necessary to protect its interests. In the event either party avails itself of such right to relief, the other party may, to the extent feasible, accelerate the escalation process so as to reach Level 3 prior to the time at which a responsive filing would be required of that party.

In the event either party pursues legal, regulatory, or other relief, both parties agree that they will continue to use this escalation process in an attempt to continue to seek settlement of that dispute and other disputes that may exist at that time or subsequently arise between the parties.

If the parties agree with the terms set forth above, they will each execute a copy of this Agreement in the signature spaces provided on the last page. Upon signature of both parties, the parties will be bound as of the date set forth above by the terms set forth herein, through March 31, 2010. Upon signature of both parties, this Agreement shall supersede in its entirety a certain Business Escalation Agreement entered into by the parties on February 20, 2004. This Agreement may be executed in counterparts.

Qwest Services Corporation
and its affiliates

Verizon Business Network
Services, Inc.

By: 
Signature

By: 
Signature

Steven Hansen
Printed Name

Michael A. Beach
Executive Director
Carrier Cost Management

Its: Vice President - Wholesale
Title