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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

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

**CASE NO.:** USW-T-00-5

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

Qwest Corporation (“Qwest”) and Integra Telecom of Idaho, Inc. (“Integra”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on April 26, 2000 (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”).

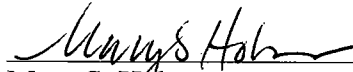
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation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

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

Integra 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. Expeditious approval would further the public interest.

Respectfully submitted this 23<sup>rd</sup> day of January, 2004.

**Qwest Corporation**



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Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

and

Karen Johnson  
Integra Telecom of Idaho, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 23<sup>rd</sup> day of January, 2004, 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

Karen Johnson	<u>      </u>	Hand Delivery
Integra Telecom, Inc.	<u>  X  </u>	U. S. Mail
19545 NW Von Neumann Drive – Suite 200	<u>      </u>	Overnight Delivery
Beaverton, OR 97006	<u>      </u>	Facsimile
Telephone: (503) 748-2048	<u>      </u>	Email
<a href="mailto:kjohnson@integratelecom.com">kjohnson@integratelecom.com</a>		

*Brandi L. Gearhart*

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

**Private Line to UDIT Conversion Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
Integra Telecom of Idaho, Inc.**

This is an Amendment ("Amendment") to the Interconnection Agreement between and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation and Integra Telecom of Idaho, Inc. ("CLEC").

**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 April 26, 2000, as referenced in Case No. USW-T-00-5, Order No. 28360 ("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 Agreement is hereby amended by adding the terms, conditions and rates for Private Line to UDIT Conversion, as set forth in Attachment 1 and Exhibit A, 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.

**Amendments; Waivers**

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.

### **Change of Law**

A. The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of April 1, 2003 (the Existing Rules). Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Amendment shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of the Agreement. It is expressly understood that this Amendment will be corrected, or if requested by CLEC, amended as set forth herein, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Amendment, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Amendment, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

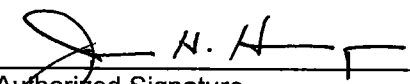
B. In addition, but without limiting Section A above, nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, *Report and Order on Remand*, FCC 03-36, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Decision or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

**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.

**Integra Telecom of Idaho, Inc.**

  
\_\_\_\_\_  
Authorized Signature  
JAMES H. HUESGEN  
Name Printed/Typed  
PRESIDENT / CFO  
Title  
1/14/04  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature  
L. T. Christensen  
Name Printed/Typed  
Director - Business Policy  
Title  
1/21/04  
Date

# ATTACHMENT 1

## Private Line to UDIT Conversion

### 1.0 Description

1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest end offices, Serving Wire Centers or Tandem Switch locations, CLEC wire Centers or an IXCs POP in the same LATA and state.

1.2 CLEC may convert an existing Private Line/Special Access circuit to UDIT that meet the above parameters.

### 2.0 Terms and Conditions

2.1 There is no redesign or physical work involved in this conversion. This conversion is a record change only.

### 3.0 Rates and Charges

3.1 A nonrecurring charge will be applied for conversion of an existing Private Line/Special Access circuit to UDIT.

### 4.0 Ordering

4.1 To convert an existing Private Line/Special Access circuit to UDIT, CLEC must submit two (2) ASRs to change the circuit identification and Network Channel Interface Code (NCI) and billing.

## EXHIBIT A

					Recurring	Non- Recurring	Notes
9	PRIVATE LINE TO UDIT CONVERSION		ID			\$131.19	