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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST
CORPORATION fka U S WEST
COMMUNICATIONS, INC. AND COVAD
COMMUNICATIONS COMPANY FOR
APPROVAL OF AN INTERCONNECTION
AGREEMENT PURSUANT TO 47 U.S.C.
§252(e)

CASE NO.: USW-T-99-3

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

Qwest Corporation (“Qwest”) and Covad Communications Company (“Covad”) 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 22, 1999 (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

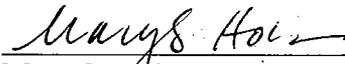
agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

Covad 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 Covad to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Covad 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 15th day of December, 2003.

Qwest Corporation



Mary S. Hobson

Stoel Rives LLP, Attorneys for Qwest

and

Karen Frame, Senior Counsel
Covad Communications Company

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of December, 2003, 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
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

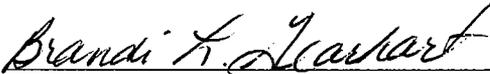
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Brandi L. Gearhart, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

**Joint Testing Amendment
to the Interconnection Agreement between
Qwest Corporation and
DIECA Communications, Inc. d/b/a Covad Communications Company
for the State of Idaho**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and DIECA Communications, Inc. d/b/a Covad Communications Company ("CLEC"), a Virginia corporation.

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 22, 1999, as referenced in Case No. USW-T-99-3, Order No. 28012 ("Agreement"); and

WHEREAS, the Commission previously approved an Amendment for Joint Testing; and

WHEREAS, the Parties wish to replace the aforementioned Amendment with 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 replacing the aforementioned previously approved Joint Testing Amendment, in its entirety, with the terms, conditions and rates for Joint Testing, 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

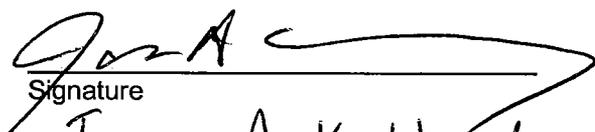
amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, 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.

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, amendments 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.

**DIECA Communications, Inc. d/b/a
Covad Communications Company**



Signature

James A. Kirkland

Name Printed/Typed

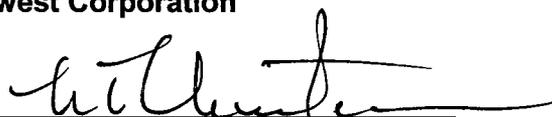
SVP & General Counsel

Title

11/19/03

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

12/10/03

Date

ATTACHMENT 1

Joint Testing

1.0 Description

1.1 Qwest's Joint Testing at the Interconnection Collocation Distribution Frame (ICDF) allows a CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the ICDF once CLEC's equipment has been placed in CLEC's Collocation.

2.0 Terms and Conditions

2.1 Qwest will only test between CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available for the terminations identified on the Collocation application or Joint Testing application. If CLEC wants additional terminations tested that are not identified on its initial application, CLEC will need to complete a new Joint Testing application.¹

2.2 Joint Testing will be completed within ninety (90) calendar days of the actual RFS date. CLEC must specify the type of termination to be performed with Qwest presence on the Joint Testing at the ICDF Application or the New/Change/Augment Collocation Application form.

2.3 CLEC must provide contact information on the application for Qwest to arrange the Joint Testing date. Collocation application forms are located in the Ordering section of Collocation General Information at: <http://www.qwest.com/wholesale/pcat/collocation.html#order>.

2.4 Qwest will acknowledge acceptance of your application within ten (10) calendar days of an accepted New/Change/or Augment Collocation Application or Joint Testing at the ICDF Application.

2.5 If during the scheduled Joint Testing, the Qwest-caused error rate is more than two percent (2%) on the terminations identified for testing, Qwest will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, Qwest will charge for the Joint Testing. One (1) pair is counted as two (2) terminations and errors are counted on a one (1) termination basis. If CLEC requests that the charges be waived because Qwest errors are found during Joint Testing, Qwest may access CLEC's Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may review Qwest facility cabling at the ICDF to verify the cable sequence, per applicable standards.²

2.6 If CLEC wants additional testing not identified on CLEC application, CLEC will need to complete a new Joint Testing at the ICDF Application.

2.7 If CLEC requests charges waived because Qwest errors are found during testing, Qwest may access CLEC Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may view Qwest facility cabling at the ICDF to identify cable sequence. If the errors are validated as Qwest errors, the charges are waived. Other wise, Qwest will charge for test update

¹ Revised for approved CMP Product Notice (PROD.07.08.03.F.03459.FNL_Collo_V12.) July 8, 2003.

² Revised for approved CMP Product Notice (PROD.07.08.03.F.03459.FNL_Collo_V12.) July 8, 2003

3.0 Rate Elements

3.1 Joint Testing Charges: The charges for Joint Testing are nonrecurring. It is a one (1) hour set up fee per Joint Testing request at the Virtual Collocation maintenance rate, specified in Exhibit A, and in addition a per half-hour charge testing fee at the Virtual Collocation maintenance rate. Qwest will not charge for the Joint Testing based on the Joint Testing Qwest-caused error rate as described in Section 2.7.

4.0 Ordering

4.1 CLEC is required to submit a request for Joint Testing by checking the Joint Testing box on the New, Change or Augment Collocation Application Form or by sending in the separate Joint Testing Application Form.

4.1.1 Applications should be sent to rfsmet@qwest.com. Upon receipt of a complete Application Form, Qwest will contact CLEC to set up a testing time based upon the scheduled RFS.

**Exhibit A
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		Recurring	Nonrecurring	Notes
8	Joint Testing			
	Virtual Collocation Maintenance Charge (price contains a one (1) hour set up fee)		\$48.12	
	Per half-hour test time fee at the Virtual Collocation Charge		\$24.06	