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IDAHO PUBLIC
UTILITIES COMMISSION



CenturyLink™

Via Overnight delivery

November 29, 2011

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

Re: Case No. QWE-T-11-14
Application for Approval of Amendment to the Interconnection Agreement
Geils Communications, Inc.

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation d/b/a Centurylink QC is an original and three (3) copies of the Application for Approval of Amendment to the Interconnection Agreement. CenturyLink 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

Lisa A. Anderl (WSBA# 13236)
CenturyLink
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Seattle, WA 98191
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Adam.sherr@qwest.com

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

**APPLICATION OF QWEST
CORPORATION D/B/A CENTURYLINK
FOR APPROVAL OF AN
INTERCONNECTION AGREEMENT
PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-11-14

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

Qwest Corporation d/b/a CenturyLink ("CenturyLink") hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment") which is pending with the Idaho Public Utilities Commission (the "Agreement"). The Amendment with Geils Communications, Inc. ("Geils") 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.

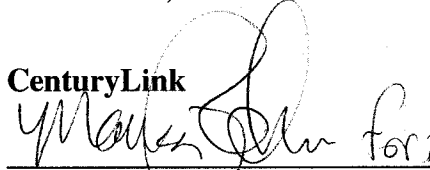
CenturyLink respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho,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

interconnect with CenturyLink facilities and to provide customers with increased choices among telecommunications services.

CenturyLink 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 29th day of November, 2011.

CenturyLink



Lisa A. Anderl

Attorney for CenturyLink

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of November, 2011, 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

Wesley Minella
Geils Communications
2975 Westchester Avenue
Suite 402
Purchase, NY 10577

Hand Delivery
 U. S. Mail
 Overnight Delivery
 Facsimile
 Email

Leslie Johnson, Legal Assistant

**Performance Assurance Plan (PAP) Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC
and
Geils Communications, Inc.
for the State of Idaho**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Geils Communications, Inc. ("CLEC"), a Nevada corporation. CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Idaho, that was signed by both Parties and is currently pending approval by the Idaho Public Utilities Commission; and

WHEREAS, the Parties agree 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 CenturyLink QC Performance Assurance Plan (PAP) language at Section 20.2, as set forth in Attachment 1, and by replacing Exhibit K, attached hereto and incorporated herein.

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 CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink 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 CenturyLink 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.

Geils Communications, Inc.

Qwest Corporation dba CenturyLink QC

DocuSigned by:
Wesly Minella
D7ABD05CD0CC4B6...

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

Signature

Signature

Wesly Minella
Name Printed/Typed

L. T. Christensen
Name Printed/Typed

President
Title

Director – Wholesale Contracts
Title

10/4/2011

10/4/2011

Date

Date

ATTACHMENT 1
CenturyLink QC Performance Assurance Plan (PAP)

Section 20.0 – SERVICE PERFORMANCE, of the Agreement, is hereby amended by adding Section 20.2:

20.2 The CenturyLink QC Performance Assurance Plan (PAP) is attached as Exhibit K of this Agreement. Subsequent changes to the PAP submitted to the Commission will be incorporated into Exhibit K as soon as they are effective by operation of law or the effective date as approved by Commission order, whichever is applicable, and without further Amendment to this Agreement.

Exhibit K

PERFORMANCE ASSURANCE PLAN

1.0 Introduction

1.1 As set forth in this Agreement, Qwest Corporation dba CenturyLink QC ("CenturyLink QC") and CLEC voluntarily agree to the terms of the following Performance Assurance Plan ("PAP"), initially prepared in conjunction with Qwest's application for approval under Section 271 of the Telecommunications Act of 1996 (the "Act") to offer in-region long distance service and subsequently modified in accordance with the Commission's orders and, where applicable, by operation of law.

2.0 Plan Structure

2.1 The PAP is, self-executing remedy plan. CLEC shall be provided with payments if, as applicable, CenturyLink QC does not provide parity between the service it provides to CLEC and that which it provides to its own retail customers, or CenturyLink QC fails to meet applicable benchmarks.

2.2 As specified in sections 6.0 and 7.0 and Attachments 1 and 2, payment is generally on a per occurrence basis, (i.e., a set dollar payment times the number of non-conforming service events). For the performance measurements which do not lend themselves to per occurrence payment, payment is on a per measurement basis, (i.e., a set dollar payment). The level of payment also depends upon the number of consecutive months of non-conforming performance, (i.e., an escalating payment the longer the duration of non-conforming performance) unless otherwise specified.

2.3 CenturyLink QC shall be in conformance with the parity standard when service CenturyLink QC provides to CLEC is equivalent to that which it provides to its retail customers. The PAP relies upon statistical scoring to determine whether any difference between CLEC and CenturyLink QC performance results is significant, that is, not attributable to simple random variation. Statistical parity shall exist when performance results for CLEC and for CenturyLink QC retail analogue result in a z-value that is no greater than the critical z-values listed in the Critical Z-Statistical Table in section 5.0.

2.4 For performance measurements that have no CenturyLink QC retail analogue, agreed upon benchmarks shall be used. Benchmarks shall be evaluated using a "stare and compare" method. For example, if the benchmark is for a particular performance measurement is 95% or better, CenturyLink QC performance results must be at least 95% to meet the benchmark. Percentage benchmarks will be adjusted to round the allowable number of misses up or down to the closest integer, except when a benchmark standard and low CLEC volume are such that a 100% performance result would be required to meet the standard and has not been attained in which case section 3.1.2 applies.

