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George Baker Thomson, Jr.
Corporate Counsel

June 5, 2009

Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Originated 8XX Jointly Provided Switched Access ("JPSA") Amendment to Interconnection Agreement between Qwest Corporation and Level 3 Communications, LLC for the State of South Dakota

Dear Ms. Van Gerpen:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is the Originated 8XX Jointly Provided Switched Access ("JPSA") Amendment to Interconnection Agreement between Qwest Corporation and Level 3 Communications, LLC for the State of South Dakota.

Contact information for Level 3 Communications, LLC is as follows:

Jamie Moyer, Senior Director, Interconnect Services
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021
Phone: 720-888-7816
E-mail: Jamie.Moyer@level3.com

Please contact me if you have any questions or concerns. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "George Thomson, Jr.", written in a cursive style.

George Baker Thomson, Jr.

Enclosure

e-mail cc: Jamie Moyer, Level 3 Communications, LLC

cc: David L. Ziegler, Qwest

**Originated 8XX Jointly Provided Switched Access (“JPSA”) Amendment
to the Interconnection Agreement between
Qwest Corporation and Level 3 Communications LLC
for the State of South Dakota**

This is an Amendment (“Amendment”) for Originated 8XX JPSA traffic to the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and Level 3 Communications, LLC (“CLEC”), a Delaware Limited Liability Company. Qwest and CLEC shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of South Dakota, that was approved by the South Dakota Public Utilities Commission (“Agreement”); 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 terms and conditions to accommodate CLEC’s service as described below. Such additional terms and conditions are 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. The Parties agree that an 8XX Third Party Carrier wants to route unqueried 8XX traffic to CLEC for the 8XX database dip and to route the queried traffic to IXCs served by Qwest as Jointly Provided Switched Access (JPSA) traffic via CLEC’s LIS trunks.

Upon receipt of notice from Qwest outlined in Attachment 1 hereto, CLEC agrees to use commercially reasonable efforts with regards to Qwest and the Third Party Carrier establishing an agreement to set up such 8XX Third Party Carriers as a Meet Point Billing carrier with Qwest thirty (30) days prior to the date such 8XX Third Party Carrier’s Originated Toll Free Service JPSA traffic begins transiting CLEC’s network. For those 8XX Third Party Carrier’s whose Originated Toll Free Service JPSA traffic is already transiting CLEC’s network as of the date of this Agreement, the Parties acknowledge that CLEC has made such commercially reasonable efforts, but CLEC shall nonetheless continue to cooperate with Qwest to transition such carriers over to any new process as provide in Attachment 1 hereto.

Effective Date

This Amendment is subject to approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. To accommodate such implementation, CLEC must provide Qwest with a list of CLLIs associated with CLEC’s switches which will be implementing this solution plus any additional information reasonably required by Qwest to make the internal system updates necessary to implement this solution. Upon receipt of notice from Qwest as outlined in Attachment 1 hereto, if it hasn’t already as of the date of this

agreement, CLEC will provide Qwest with an initial list of 8XX Third Party Carrier switch CLLIs and NPA/NXXs homed on such switches as such NPA/NXXs are derived from the LERG. Consistent with the other requirements in the Agreement, upon receipt of notice from Qwest as outlined in Attachment 1 hereto, CLEC will notify Qwest of any additional CLEC's switches prior to the exchange of such traffic, so that its internal systems may be updated.

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.

Level 3 Communications, LLC

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director- Wholesale Contracts

Title

Date

Date

ATTACHMENT 1

Originated 8XX Jointly Provided Switched Access (JPSA)

DEFINITIONS

"8XX Third Party Carrier" means a wireless telecommunications provider whose originating Toll Free Service traffic transits CLEC's network and routes the queried traffic to IXCs served by Qwest as JPSA traffic via CLEC's LIS trunks.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" or "JPSA" refers to an arrangement whereby two (2) or more LECs (including a LEC and WSP) receive traffic in the same LATA that the call is to be terminated in or originated from, and jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or WSP) receiving an appropriate share of the revenues from the IXC as defined by their effective switched Access Tariffs or other contractual arrangements.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS (0401004-0009), contains the recommended guidelines for the billing of an Access Service provided by two or more Telecommunications Carriers (including a WSP, LEC and/or a CLEC), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by ATIS (0404120-0006), contains recommended guidelines for processing orders for Access Service which is to be provided by two or more Telecommunications Carriers (including a WSP, LEC and/or a CLEC).

"Switched Access Service Traffic," is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

INTERCONNECTION

7.2.1.2.3 Jointly Provided Switched Access Traffic as defined in this Agreement. Jointly Provided Switched Access traffic is associated with Meet-Point Billing. The Parties will use industry standards developed and routed based on the LERG to handle the Provisioning and Billing of Jointly Provided Switched Access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). This type of traffic is discussed separately in this Section.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines and based

on LERG routing, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.2 Intentionally Left Blank.

7.5.3 Intentionally Left Blank.

7.5.4 Intentionally Left Blank.

7.5.5 Both CLEC and Qwest agree to negotiate an amendment to the Agreement to reflect any new industry standards that conflict with the terms and conditions herein.

7.5.6 Qwest and CLEC understand and agree that for an interim period, until Qwest reasonably determines that volumes of traffic originating from 8XX Third Party Carriers through CLEC to Qwest necessitate the process described in Section 7.5.7, CLEC will send all applicable records as required in Section 7.5.8 and Qwest will utilize its interim internal processes to bill its tariffed access charges to the originating interexchange carrier. Upon such a reasonable determination by Qwest as described herein, Qwest and CLEC will implement the process described in Section 7.5.7 and elsewhere in this Amendment.

7.5.7 Qwest will set up 8XX Third Party Carriers based on Qwest FCC Access Tariff No. 1, section 2.4.7.

7.5.7.1 Qwest will use a "proposed Billed Percentage ("BP")" in its billing tables further outlined below. JPSA routes will be established in Qwest's tables as follows:

7.5.7.1.1 For traffic that terminates to 8XX Third Party Carrier via the Type 2 trunks with Qwest, Qwest will implement the proposed BP at 100% and the route will show only Qwest and 8XX Third Party Carrier. Qwest and CLEC understand and agree that CLEC does not play a role in this traffic and is therefore not concurring in this determination by Qwest.

7.5.7.1.2 For Toll Free Service traffic originated by 8XX Third Party Carriers, sent to CLEC then to Qwest via the LIS facilities in place between CLEC and Qwest, the proposed BP will equal the current BP between Qwest and CLEC and the route will show only two parties: CLEC and Qwest. If it is determined later that these routes will be filed in NECA, this route would then include CLEC as an intermediate carrier although the Qwest BP would be unchanged.

7.5.8 Exchange Message Interface (EMI) Category 11 JPSA records will be provided to Qwest by CLEC for any 8XX Third Party Carriers JPSA traffic exchanged from 8XX Third Party Carriers NPA NXXs to Qwest via CLEC LIS trunks for delivery to IXCs to insure such traffic is treated appropriately in Qwest's access billing systems, unless otherwise negotiated by the Parties.

7.5.9 Qwest will provide a one-time notification to CLEC of the billing name, billing address and Carrier identification codes of the IXCs subtending any Access Tandem Switches to which CLEC directly connects.

7.5.10 Qwest agrees to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines. Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will not fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing CLEC's End Office Switches and BPs in the NECA 4 Tariff.

7.5.11 Qwest and CLEC will each prepare and render a separate bill to the IXC in accordance with its own Tariff or contract for the portion of the service it provides. The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state Access Tariffs or other contractual arrangements.

agreement, CLEC will provide Qwest with an initial list of 8XX Third Party Carrier switch CLLIs and NPA/NXXs homed on such switches as such NPA/NXXs are derived from the LERG. Consistent with the other requirements in the Agreement, upon receipt of notice from Qwest as outlined in Attachment 1 hereto, CLEC will notify Qwest of any additional CLEC's switches prior to the exchange of such traffic, so that its internal systems may be updated.

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.

Level 3 Communications, LLC

Jamie Moyer
Signature

Jamie Moyer
Name Printed/Typed

Senior Director, Interconnection Services
Title

5-27-09
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director- Wholesale Contracts
Title

6/2/09
Date