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December 19, 2000

#### VIA OVERNIGHT DELIVERY

Mr. William Bullard, Jr. Executive Director South Dakota Public Utilities Commission 500 East Capitol Avenue Pierre, SD 57501

Ret

Filing of Seventh Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation.

Dear Mr. Bullard, Jr.,

Pursuant to 20:10:32:21 of the Admin. Rules of South Dakota enclosed for filing are eleven (11) copies of the Seventh Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications Inc. and McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") for approval by the Commission. McLeodUSA and Qwest entered into the Interconnection Agreement which was approved by the South Dakota Commission effective July 23, 1999 in Docket No. TC99-057. McLeodUSA and Qwest now desire to amend the Interconnection Agreement to include terms and conditions associated with the business-to-business relationship.

The Amendment does not discriminate against other telecommunications carriers, and the Amendment is consistent with the FCC's guidelines for negotiation and performance. Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.

The Amendment is consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the Federal Telecommunications Act of 1996, and rules of the Federal Communications Commission. Expeditious approval of this Amendment will enable McLeodUSA to enter the local exchange market and provide customers with increased choices among local exchange services.

RECEIVED

DEC 2 0 7000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION McLeodUSA has authorized Qwest to submit this Amendment on Qwest's behalf.

Very truly yours,

Lauraine Harding

#### Enclosures

ce: Colleen Sevold

Manager - Public Policy Qwest Communications 125 S. Dakota Avenue, 8th Floor Sioux Falls, SD 57194

Qwest Corporation.
Law Department
Counsel, Interconnection
1801 California Street, 49th Floor
Denver, Colorado 80202

# Amendment No. 7 to the Interconnection Agreement Between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation f.k.a. U S WEST Communications, Inc. for the State of South Dakota

This Amendment No. 7 ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

#### **RECITALS**

WHEREAS. McLeodUSA and Qwest entered into an Interconnection Agreement for service in the state of South Dakota which was approved by the South Dakota Public Utilities Commission on July 23, 1999 (the "Agreement"); and

WHEREAS, McLeodUSA and Qwest desire to amend the Agreement by adding the terms, conditions and rates 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:

#### 1. Amendment Terms.

This Amendment is made in order to add terms, conditions and rates for the business-to-business relationship as set forth in Amendment 7 and Attachment 3.2 attached hereto and incorporated herein.

#### 2. Effective date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties agree to implement the provisions of this Amendment effective October 1, 2000.

#### 3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

#### INTERCONNECTION AGREEMENT AMENDMENT TERMS

This Amendment Agreement ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Qwest Corporation ("Qwest") (collectively, the "Parties") on this 26th day of October, 2000.

The Parties agree to file this Amendment as an amendment all Interconnection Agreements ("Agreements" and, singularly, "Agreement") between them, now in effect or entered into prior to December 31, 2003, with the Amendment containing the following provisions:

- 1. This Amendment is entered into between the Parties based on the following conditions, and such conditions being integrally and inextricably are a material part of this agreement:
- 1.1 McLeodUSA purchased, as of the end of 1999 over 200,000 local exchange lines for resale from Qwest (throughout the 14-state area where Qwest is an incumbent local exchange carrier).
- 1.2 Qwest and McLeodUSA currently have an agreement, on a region-wide basis, for the exchange of local traffic, including Internet-related traffic, on a "biH and keep" basis, that provides for the mutual recovery of costs through the offsetting of reciprocal obligations for local exchange traffic which originates with a customers of one company and terminates to a customer of the other company, provided however, that these provisions will not affect or avoid the obligations to pay the rates set out on Attachment 3.2.
- 1.3 The Parties wish to establish a business-to-business relationship and have agreed that they will attempt to resolve all differences or issues that may arise under the Agreements or this Amendment under the escalation process to be established between the parties, and modified if appropriate.
- 1.4 The Parties agree that the terms and conditions contained in this Amendment are based on current characteristics of McLeodUSA, which includes service to business and Centrex-related customers and includes a fair representation of all businesses, with no large proportion of usage going to a particular type of business.
- 1.5 The Parties agree that the terms and conditions contained in this Amendment are based on the characteristics of McLeodUSA's traffic patterns, which does not include identifiable usage by any particular type of user.
- 1.6 This Amendment shall be deemed effective on October 1, 2000, subject to approval by the appropriate state commissions, and the parties agree to implement the terms of the Amendment effective October 1, 2000. This Amendment will be

incorporated in any future Agreements, but nothing in any new Agreement will extend the termination date of this Amendment or its terms beyond the term provided herein. Nothing in this Amendment will extend the expiration date of any existing interconnection agreement. This Amendment and the underlying Agreement shall be binding on Qwest and McLeodUSA and their subsidiaries, successors and assigns.

- 1.7 In interpreting this Amendment, all attempts will be made to read the provisions of this Amendment consistent with Agreements and all effective amendments. In the event that there is a conflict between this Amendment and an Agreement or previous amendments, the terms and conditions of this Amendment shall supersede all previous documents.
- 1.8 Except as modified herein, the provisions of the Agreements shall remain in full force and effect. Neither the Agreements nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This specifically excludes amendments resulting from regulatory or judicial decisions regarding pricing of unbundled network elements, which shall have no effect on the pricing offered under this Amendment, prior to termination of this Amendment.
- 1.9 The Parties intending to be legally bound have executed this Amendment effective as of October 1, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.
- 1.10 Unless terminated as provided in this section, the initial term of this Amendment is from the date of signing until December 31, 2003 ("Initial Term") and this Amendment shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This is Amendment can only be terminated during the Initial Term in the event the Parties agree.
- 1.11 In the event of termination, the pricing, terms, and conditions for all services and network elements purchased under this Amendment shall immediately be converted, at the option of McLeodUSA, to either other prevailing prices for combinations of network elements, or to retail services purchased at the prevailing wholesale discount. In either case, if and to the extent conversion of service is necessary, reasonable and appropriate cost-based nonrecurring charges will apply.
- 1.12 All factual preconditions and duties set forth in this Amendment are, are intended to be, and are considered by the parties to be, reasonably related to, and dependent upon each other.
- 1.13 To the extent any Agreement does not contain a force majeure provision, then if either party's performance of this Amendment or any obligation under this Amendment is prevented, restricted or interfered with by causes beyond such parties reasonable control, including but not limited to acts of God, fire, explosion, vandalism

which reasonable precautions could not protect against, storm or other similar occurrence, any law, order, regulation, direction, action or request of any unit of federal, state or local government, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes or work stoppages or vendor failures, cable cuts, shortages, breach or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (a "Force Majeure").

- 1.14 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.
- In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, McLeodUSA agrees to the following:
- 2.1 To pay Qwest \$43.5 million to convert to the Platform described herein and in Attachment 3.2.
- 2.2 Based on all the terms and conditions contained herein, McLeodUSA may also purchase DSL and voice mail (at full retail rates) from Qwest for resale.
- During each of the three calendar years of this Amendment, to maintain for the purpose of providing service to McLeodUSA's customers, no fewer than 275,000 local exchange lines purchased from Qwest, and to maintain on Qwest local exchange lines to end users at least seventy percent (70%) (in terms of physical non-DS1/DS3 facilities) of McLeodUSA's local exchange service in the region where Qwest is the incumbent local exchange service provider. In addition, beginning in 2001, at least 1000 lines will be maintained in each state (including no less than 125,000 lines in the state of lowa) in which Qwest is the incumbent local exchange service provider. For purposes of this provision, local exchange lines purchased include lines purchased for resale and unbundled loops, whether purchased alone or in combination with other network elements. This minimum line commitment will be reduced proportionally in the event Qwest sells any exchanges where it is currently the incumbent local exchange service provider.
- 2.4 To place orders for the product offered in this amendment, and for features associated with the product, using (at McLeodUSA's option) primarily through either IMA or EDI electronic interfaces offered by Qwest.
  - 2.5 To remain on a "bill and keep" basis for the exchange of local traffic and

Internet-related traffic, with Qwest, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2002.

- 2.6 To enter into and maintain interconnection agreements, or one regional agreement, covering the provision of Products in each state of the entire territory where Qwest is the incumbent local exchange service provider.
- 2.7 To provide Qwest accurate daily working telephone numbers of McLeodUSA customers to allow Qwest to provide daily usage information to McLeodUSA so that McLeodUSA can bill interexchange or other companies switched access or other rates as appropriate.
- 2.8 To provide Qwest with rolling 12 month forecasted line volumes to the central office level for unbundled loops, and otherwise where marketing campaigns are conducted, updated quarterly.
- 2.9 To hold Qwest harmless in the event of disputes between McLeodUSA and other carriers regarding the billing of access or other charges associated with usage measured by a Qwest switch; provided that Qwest agrees to cooperate in any investigation related to such a dispute to the extent necessary to determine the type and accuracy of such usage.
- 3. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 2, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Qwest agrees to the following:
- 3.1 To waive and release all charges associated with conversion from resold services to the unbundled network platform and for terminating McLeodUSA contracts for services purchased from Qwest for resale as described in this amendment.
- 3.2 To provide throughout the term of this Amendment the Platform and Products described herein and in Attachment 3.2, regardless of regulatory or judicial decisions on components of an unbundled network element platform, upon the rates, terms and conditions described herein and in Attachment 3.2.
- 3.3 To provide daily usage information to McLeodUSA, for the working telephone numbers supplied to Qwest by McLeodUSA, so that McLeodUSA can bill interexchange or other companies switched access or other rates as appropriate.
- 3.4 To remain on a "bill and keep" basis for the exchange of local traffic and Internet-related traffic with McLeodUSA, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2002.

3.5 To provide (at McLeodUSA's option) IMA and EDI electronic interfaces to adequately support the product described in section 3.2.

McLeodUSA Telecommunications Services, Inc.	Qwest Corporation
Authorized Signature	Authorized Signature
Rlake O. Fisher Name Printed/Typed	Name Printed/Typed
Group Vice President Title	Title
October 26, 2000 Date	October 26, 2000 Date

3.5 To provide (at McLeodUSA's option) IMA and PDI electronic interfaces to adequately support the product described in section 3.2.

McLeodUSA Telecommunications Services, Inc.	Qwest Corporation
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Blaka Q. Fisher	Authorized Signature  61 EBORY M. CASET
Name Printed/Typed  Group Vice President	Name Primed/Typed
Detaber 26, 2000	FXEC. UP.
Date 10. 2000	October 26, 2000 Date

#### Attachment 3.2

- Performance by McLeodUSA of the covenants and agreements in section 2 of the Amendment to which this Attachment is a part.
- If. Performance by Qwest of the covenants and agreements in section 3 of the Amendment to which this Attachment is a part.
- III. State recurring rates for lines, adjustments, charges, other terms and conditions, included and excluded platform features, are at the end of this attachment, and are subject to and clarified by the following:
  - In determining state-wide usage McLeodUSA agrees to allow Qwest to A. audit its records of usage of the platform on a quarterly basis. If average usage exceeds the 525 minutes per month for a three month period, or the agreed upon measurement period, on a state-by-state basis, all platform service shall be increased by the appropriate increment. The first increment audit will be conducted during December 2000. If average usage is above 525 minutes on a state-wide basis, the incremental usage element will not be applied for January, February and March usage, or the agreed upon measurement period. The second incremental audit will be conducted in March of 2001 based upon December, January and February usage, or the agreed upon measurement period. If the average usage is above 525 minutes for that quarter, then the appropriate increment usage element(s) will be applied to April, May and June usage, or the agreed upon measurement period. All audits will follow on a rolling quarterly basis, and all increments shall be applied on a rolling basis at the state level.
    - B. The rates provided for by this platform do not apply to usage associated with toll traffic. Additional local usage charges will apply to usage associated with toll traffic.
    - C. Platform rates include only one primary listing per telephone number.
    - D. Rates for voice messaging and DSL service are retail rates and are offered conditioned on paragraph I above where such services are available.
    - E. Rates associates with miscellaneous charges, or governmental mandates, such as local number portability, shall be passed through to McLeodUSA.
    - F. The Platform rates provided for in this Amendment shall only apply to additions to existing CENTREX common blocks established prior to October 1, 2000, and only apply to business local exchange customers served through this unbundled network element platform where facilities exist. Appropriate charges for any new CENTREX-related services or augments where facilities do not exist will apply. This Amendment only

#### Attachment 3.2

applies to platform services provided for business users and users of existing CENTREX common blocks. Qwest will not provide McLeodUSA any new CENTREX common blocks. Appropriate nonrecurring charges will apply to any disconnects, charges or additions to this platform. These rates do not apply to basic residential exchange (1FR) service.

G. Any features or functions not explicitly provided for in this Amendment shall be provided only for a charge (both recurring and nonrecurring), based upon Qwest's rates to provide such service in accordance with the terms and conditions of the appropriate tariff or Agreement for the applicable jurisdiction.

#### PRICES FOR OFFERING

	Platform recurring	Additional charge for each 50 Minute increment > 525 MOU/Month .
AZ.	30,80	0.280
CO	34.00	0.295
IA	26.04	0.270
ID	33.15	0.295
MN	27.00	0.205
MT	34.95	0.300
ND	28.30	0.260
NE	35.95	0.300
MM	27.15	0.140
OR	26.90	0.170
SD	29.45	0.345
UT	22.60	0.270
WA	24.00	0.195
WΥ	33.40	0.360

#### FEATURES INCL IN FLAT RATED UNE-BUSINESS

Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long - Customer Change
Station Dial Conferencing (6-Way)
Call Forwarding Busy Line
Call Forwarding Variable
Call Forwarding Variable Remote
Call Park (Basic - Store & Retrieve)
Message Waiting Indication AV

#### Attachment 3.2

## FEATURES INCL IN EXISTING

CENTREX COMMON BLOCKS Can Hold Call Transfer Tires-Way Calling Call Pickup Call Waiting/Cancel Call Waiting Distinctive Ringing
Speed Call Long - Customer Change
Station Dail Conferencing (6-Way) Cast Forwarding Busy Line Cast Forwarding Don't Answer Call Forwarding Variable Call Park (Basic - Store & Retrieve)
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# South Dakota Public Utilities Commission WEEKLY FILINGS For the Period of December 14, 2000 through December 20, 2000

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Detaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

#### CONSUMER COMPLAINTS

CT00-116

In the Matter of the Complaint filed by Norman Matson, Oldham, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Unauthorized Switching of Services.

The complainant reported that he contacted AT&T to get international rate information for long distance services. He alleged that he did not agree to services with AT&T and AT&T has not been able to produce a verification tape. His phone services were switched without his authorization and he feels that AT&T should be held accountable to the full extent of the law for the unauthorized switch.

Staff Analyst: Charlene Lund Staff Attorney: Kelly Frazier Oate Docketed: 12/19/00 Intervention Deadline: N/A

#### **TELECOMMUNICATIONS**

TC00-202

In the Matter of the Application of 1-800-Reconex, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

1-800-Reconex, Inc. is seeking a Certificate of Authority to provide resold long distance telecommunication services in South Dakota. The applicant intends to provide 800/888 inbound long distance, travel cards, and prepaid long distance service.

Staff Analyst: Heather Forney Staff Attorney: Kelly Frazier Date Docketed: 12/15/00 Intervention Deadline: 01/05/01

TC00-203

In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Exchange and Network Services Tariff.

Owest has filed to revise Section 5, Pages 7 and 11, Release 2 of its Exchange and Network Services Tariff The revisions remove the Sisseton exchange from the tariff. This exchange was sold on Nevember 30, 2000.

Staff Analyst: Keith Senger Staff Attorney: Kelly Frazier Date Docketed. 12/15/00 Intervention Deadline: 01/05/01 TC00.204

In the Matter of the Filing for Approval of a Seventh Amendment to an Interconnection Agreement between Qwest Corporation and McLeodUSA Telecommunications Services, Inc.

A Seventh Amendment to the Interconnection Agreement between Qwest Corporation (Qwest) and McLeodUSA Telecommunications Services, Inc. (McLeodUSA) was filed with the Commission for approval. McLeodUSA and Qwest entered into the initial Interconnection Agreement which was previously approved by the Commission. The seventh amendment includes terms and conditions associated with the business-to-business relationship. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than Lanuary 9, 2001. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier Date Docketed: 12/20/00 Initial Comments Due: 01/09/01

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# DEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING FOR ) ORDER APPROVING APPROVAL OF A SEVENTH AMENDMENT TO ) SEVENTH AMENDMENT TO AN INTERCONNECTION AGREEMENT ) AGREEMENT BETWEEN QWEST CORPORATION AND ) MCLEODUSA TELECOMMUNICATIONS ) TC00-204 SERVICES, INC.

On December 20, 2000, McLeodUSA Telecommunications Services, Inc. (McLeod) filed for approval by the South Dakota Public Utilities Commission (Commission) a seventh amendment to an interconnection agreement between Qwest Corporation (Qwest) and McLeod. The seventh amendment includes terms and conditions associated with the business-to-business relationship.

On December 21, 2000, the Commission electronically transmitted notice of the filing of the seventh amendment to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until January 9, 2001, to do so. No comments were filed.

At its duly noticed January 17, 2001, meeting, the Commission considered whether to approve the negotiated seventh amendment to the agreement between Qwest and McLeod. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the seventh amendment does not discriminate against a telecommunications camer that is not a party to the seventh amendment and the seventh amendment is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the seventh amendment to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated seventh amendment to the agreement as described herein.

Dated at Pierre, South Dakota, this 24th day of January, 2001.

CERTIFICATE OF SERVICE		
The undersigned hereby certifies that this decument has been served today upon all parties of trecerd in this decket, as listed on the docket service by facsimile or by first class mail, in properly accessed envelopes, with charges pregaid thereon.		
no Allagree Lalbo		
135/01		
(C)FFICIAL SEAL)		

BY ORDER OF THE COMMISSION:

PAM NELSON, Vice Chairman

LASKA SCHÖENFELDER, Commissioner

# **State of South Dakota**

### MICROFILM

## CERTIFICATE OF AUTHENTICITY

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Date Microfilmed	Camera Operator Signature