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Senior Attorney

June 15, 2005

RECEIVED

JUN 17 2005

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Pamela Bonrud, Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: PS/ALI Amendment to Interconnection Agreement between Qwest Corporation and Midcontinent Communications ("Midcontinent") for the State of South Dakota

Ellec.
~~REC~~ Received JUN 16 2005

Dear Ms. Bonrud:

Please find enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 an original and 10 copies of the PS/ALI Amendment to Interconnection Agreement between Qwest Corporation and Midcontinent for the State of South Dakota. This Amendment revises the Interconnection Agreement between the parties approved by the Commission on May 5, 1999 in Case No. TC99-023.

Contact information for Midcontinent is as follows:

Nancy A. Vogel, Business Director- Communications
Midcontinent Communications
5001 W. 41st Street
Sioux Falls, SD 57106
Telephone: 605-357-5485

We have also enclosed an extra copy of this letter. Please date stamp the extra copy and return to us for our files.

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Sincerely,

Melissa K. Thompson
Melissa K. Thompson

Enclosures

cc: Colleen Sevold (w/o enclosure)
Nancy Vogel (w/o enclosure)

**PS/ALI Amendment
to the Interconnection Agreement
between
Qwest Corporation and
Midcontinent Communications
for the State of South Dakota**

This is an Amendment ("Amendment") for PS/ALI to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Midcontinent Communications ("CLEC"), a SD General partnership. CLEC and Qwest 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 on May 5, 1999, as referenced in Docket No. TC99-023 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further 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, conditions and rates for PS/ALI as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

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. Additionally, Qwest 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 Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Amendment; Waivers

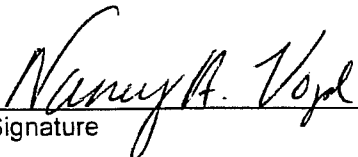
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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

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.

Midcontinent Communications



Signature

Nancy A. Vogel¹

Name Printed/Typed

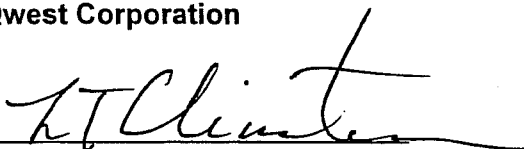
Director of Revenue Assurance

Title

5/20/05

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

5/23/05

Date

ATTACHMENT 1

Ancillary Services - Private Switch/Automatic Location Identification (Ps/AlI) Service

1.0 Description

1.1 Private Switch/Automatic Location Identification (PS/ALI) Service provides End User Customers using a private telephone switch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for individual telephone stations served by the PBX or Centrex/Centron. The PS/ALI capability allows for the storage and retrieval of Automatic Location Identification and/or the Selective Routing of that call to the appropriate Public Safety Answering Point (PSAP).

1.2 CLEC's PS/ALI Customer's systems are viewed as a serving wire center within the E911 network. The Automatic Number Identification (ANI) generated by the PBX/Centrex/Centron will be read, processed, and utilized as if it were a typical end office switch. The E911 SR will route the E911 PS/ALI call to the appropriate PSAP based on the ANI received or the default Emergency Service Number (ESN) assigned to the trunk group. Upon receipt of the information, the PSAP forwards the ANI information to the ALI database over an existing data network where it is then used to retrieve the stored station name, address and location information. The PSAP monitor then displays the station address and location information for handling by the emergency response personnel.

1.3 The PS/ALI capability consists of the ALI database updates and transport of PS/ALI calls to an E911 SR or to the appropriate PSAP.

2.0 Terms and Conditions

2.1 PS/ALI service is only available in areas where E911 is currently being supported. PS/ALI is not available with Basic 911 service.

2.2 CLEC or CLEC's PS/ALI Customer is responsible for establishing and maintaining the E911 database records for the PBX/Centrex/Centron. CLEC or CLEC's PS/ALI Customer shall provide the PBX/Centrex/Centron ALI information to Qwest's designated E911 database provider. PS/ALI information includes the name, address and location information for each station behind the PBX/Centrex/Centron. Qwest does not guarantee or confirm the accuracy of Customer-provided information.

2.3 When the station user dials 911, the PBX/Centrex/Centron must be able to recognize the digits as a complete dialing code. (In some systems, it may be necessary to dial a single digit network access code before dialing 911, i.e., dial "9" to make a call outside of the Private Switch prior to dialing 911). The PBX/Centrex/Centron must provide a full seven-digit numbering system and the associated ANI for every station within the Private Switch. If the seven-digit number is not dialable, CLEC's PS/ALI Customer is responsible to identify the associated call back number to be populated in the database. PS/ALI Service is not available with Digital Switched Service (DSS). PS/ALI is available over Primary Rate Interface (PRI) trunks. If CLEC's PS/ALI Customer uses Integrated Service Digital Network – Primary Rate Interface (ISDN-PRI) to provide PS/ALI, special Centralized Automatic Accounting (CAMA) trunks are not required.

2.4 For PS/ALI resold service, CLEC shall meet the terms and conditions for Qwest's PS/ALI retail product as defined in the Qwest PCAT, Access to Emergency Services (911/E911).

2.5 PS/ALI Database Updates

2.5.1 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the PS/ALI E911 database. Qwest's E911 database provider will provide the CLEC's PS/ALI Customer with the specific PC based PS/ALI software requirements to access and update the ALI database with their station name, address and location information.

2.5.2 CLEC's PS/ALI Customer will provide the input and validation of station data directly into the ALI database. CLEC's PS/ALI Customer will provide station data to Qwest's ALI database provider that is Master Street Address Guide (MSAG) valid and utilizes National Emergency Number Association (NENA) guidelines. PS/ALI follows the NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange, NENA-02-011 Recommended Data Standards for Local Exchange Carriers (LEC), ALI Service Providers and 911 Jurisdictions. Qwest will furnish the CLEC with any variations to NENA recommendations required for PS/ALI database input.

2.6 PS/ALI Database Accuracy

2.6.1 PSAPs and Qwest's database provider shall jointly measure the accuracy of PS/ALI database(s). Reports shall be forwarded to CLEC or CLEC's PS/ALI Customer by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The responsible Party will take corrective action immediately.

2.6.2 Each Party providing PS/ALI updates to the E911 database will be responsible for the accuracy of its records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of station data provided for inclusion in the E911 Database.

2.7 PS/ALI Interconnection

2.7.1 Facilities-based CLEC's shall interconnect direct trunks from CLEC's network to the PSAP or the E911 tandem (selective router), in accordance with the terms and conditions identified in "E911 Interconnection". If technically capable, the CLEC may route PS/ALI calls over CLECs existing E911 Interconnection trunks. In some instances technical requirements may necessitate provisioning dedicated PS/ALI CAMA trunks either between the CLEC's switch and E911 selective router or between the CLEC's PS/ALI Customer PBX/Centrex/Centron and the E911 selective router. In these instances the dedicated PS/ALI ES CAMA trunks must comply with the terms and conditions of standard E911 interconnection.

2.7.2 For a reseller CLEC, or a CLEC using unbundled switching, CLEC's PS/ALI Customer is required to install a minimum of two trunks for each main location listed where the PBX/Centrex/Centron resides on a Customer's premises to the 911 system. The dedicated PS/ALI ES CAMA trunks will comply with the terms and conditions of standard E911 interconnection. PS/ALI service is available in some Qwest end offices over PRI trunks. If CLEC's PS/ALI Customer uses ISDN PRI to provide PS/ALI, special CAMA trunks are not required. Dedicated circuits are not required for Centron service.

3.0 Rate Elements

3.1 Rates and charges for PS/ALI service will be assessed based on CLEC's specific requirements. Both nonrecurring and monthly recurring rates may be applicable. Rate elements for PS/ALI are:

3.1.1 Recurring Rates - ALI Service Features

3.1.1.1 Monthly recurring rate for ALI storage and retrieval (per 1,000 access lines served)

3.1.1.2 Monthly recurring rate for SR for routing to designated PSAP

3.1.2 Nonrecurring Rates

3.1.2.1 A one-time nonrecurring charge to set-up the PS/ALI account with the E911 database provider.

3.1.2.2 PS/ALI Resale

3.1.2.2.1 Network Access Channel (NAC) per station location

3.1.2.2.2 Channel Connection (CC) per station location

3.1.2.2.3 Channel Performance (CP) per station location

3.1.2.2.4 Channel Transmission (CTP) per station

3.1.2.2.5 Transport Mileage: Interoffice mileage between different serving wire centers and is composed of mileage bands based on a fixed or a per mile rate.

4.0 Ordering

4.1 Facilities-based CLEC's

4.1.1 Once all critical information has been obtained and agreed upon in the PS/ALI Joint Planning Meeting, CLEC's PS/ALI interconnection arrangement will determine the ordering process to be followed. If CLEC is planning on routing PS/ALI traffic over an existing E911 ES trunk group, and capacity exists to handle the additional PS/ALI traffic, CLEC will not be required to issue any changes to the existing E911 interconnection arrangement. If CLEC determines that a new dedicated PS/ALI ES trunk group is required to route PS/ALI traffic from CLEC Switch to the Qwest SR, CLEC will follow the process outlined in the PCAT E911 Ordering Section.

4.1.2 ALI Service Features may be ordered from Qwest or directly from the third party provider. If ordering from Qwest, CLEC will use the ASR process defined in the PCAT. If ordering directly from the third party provider, CLEC will need to establish service with the third party provider for the PS/ALI update, storage and retrieval capability.

4.2 Resale

4.2.1 Orders for Resold PS/ALI are submitted using the Local Service Ordering

Guidelines (LSOG) and PS/ALI PCAT and should be placed via the Interconnect Mediated Access Graphical User Interface (IMA GUI) or Interconnect Mediated Access Electronic Data Interexchange (IMA EDI).

4.3 Billing

4.3.1 Upon completion of implementation of the PS/ALI service, Qwest will initiate PS/ALI non-recurring and recurring billing.

EXHIBIT A

SD			Recurring	Non-Recurring	Notes
PS/ALI					
	Selective Routing (SR) Per 100 station lines		\$4.43	\$4.02	1
	Automatic Location Identification (ALI) per 100 station lines		\$4.43	\$4.02	1
	Automatic Location Identification (ALI) per 100 station lines		\$4.43	\$4.02	1
	PS/ALI Set up charge			\$1,660.70	1
	Control Office Incoming Trunk		\$4.49	\$16.61	1
Enhanced Extended Loop					
	EEL Loop, DS0 2-Wire Analog				
	EEL 2-Wire Loop Installation				
	First			\$260.73	5
	Each Additional			\$194.28	5
	2-Wire Analog Loop				
	Zone 1		\$15.20		#
	Zone 2		\$16.56		#
	Zone 3		\$21.77		#
	EEL Loop, DS0 4-Wire				
	EEL 2-Wire Loop Installation				
	First			\$260.73	5
	Each Additional			\$194.28	5
	4-Wire Analog Loop				
	Zone 1		\$29.82		#
	Zone 2		\$32.50		#
	Zone 3		\$42.72		#
	EEL DS0 Channel Performance				
	DS0 Low Side Channelization		\$14.76		5

	DS1 / DS0 Low Side Channelization		\$8.42		5
			Recurring Fixed	Recurring Per Mile	Nonrecurring
	EEL Transport				
	DS0 (Recurring Fixed & per Mile)				
	Over 0 to 8 Miles		\$17.14	\$0.09	A
	Over 8 to 25 Miles		\$17.12	\$0.12	A
	Over 25 to 50 Miles		\$17.13	\$0.11	A
	Over 50 Miles		\$17.14	\$0.07	A
	DS1 (Recurring Fixed & per Mile)				
	Over 0 to 8 Miles		\$34.75	\$0.95	A
	Over 8 to 25 Miles		\$34.76	\$1.82	A
	Over 25 to 50 Miles		\$34.76	\$1.77	A
	Over 50 Miles		\$34.75	\$1.23	A
[#]	Voluntary Rate Reduction, Docket TC01-165, effective 12/12/02. Reductions reflected in the 12/12/02 Exhibit A.				
[A]	Qwest and AT&T Arbitration in Docket No. TC96-184, effective March 4, 1999				
[1]	TELRIC rates				
[5]	Rates addressed in Cost Docket filed on October 15, 2002.				