

## APPENDIX 1

Kimberly J. Povirk, Senior Director  
Business Operations Wholesale Sales  
100 CenturyLink Dr.  
Monroe, LA 71203



[Date]

Via email

[Company Name]  
[Attention]  
[Address]  
[City, State Zip]

Re: *Notice of Filing of Modifications to Qwest Corporation Performance Approval Plan*

Dear [COMPANY NAME]:

The purpose of this letter is to provide notice that Qwest Corporation dba CenturyLink QC ("CenturyLink") is filing modifications to the Qwest Performance Assurance Plan ("PAP") in all of its states. CenturyLink is requesting that the applicable state commission(s) approve the changes CenturyLink is proposing for the PAP and the applicable Performance Indicator Definitions ("PIDs") in accordance with the Change in Law from the Petition of USTelecom for Forbearance et al., WC Dkt. No. 18-141, Memorandum Opinion and Order, FCC-19-72; Released August 2, 2019 ("UNE Analog Loop and Resale Forbearance Order"), and the Report and Order on Remand and Memorandum Opinion and Order, FCC-19-66; Released July 12, 2019 ("UNE Transport Order"), collectively referred to as the ("Forbearance Orders").

As you know, CenturyLink has requested amendments to its Interconnection Agreements ("ICAs") with all CLEC customers in order to amend the applicable Interconnection Agreements to implement the Forbearance Orders. Similarly, it is necessary to modify the PAP consistent with the ICAs to appropriately implement the Forbearance Orders. These modifications will be filed as discussed herein, as required by Section 17.2 of the PAP. The modifications are limited to the products and functions for which CenturyLink is no longer required to provide in ICAs as a result of the Forbearance Orders. CenturyLink has limited the changes in PID measurements and the PAP to implement the Change in Law.

Please do not hesitate to contact [intagree@centurylink.com](mailto:intagree@centurylink.com) with any questions you may have on the PAP modifications. Thank you in advance for your cooperation.

Sincerely,  
Kimberly J. Povirk  
Senior Director Business Operations Wholesale Sales

## APPENDIX 1

**Unbundled Network Elements (UNEs) - Resale Forbearance Amendment  
to the Interconnection Agreement between  
Qwest Corporation dba CenturyLink QC  
and  
[CLEC]  
for the State of \_\_\_\_\_**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC (“CenturyLink”), a Colorado corporation, and [CLEC] (“CLEC”). 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 \_\_\_\_\_ which was approved by the Commission on [date]; and

**NOTE: USE THE FOLLOWING RECITAL, IN PLACE OF THE ONE ABOVE, IF CLEC OPTED INTO ANOTHER CLEC’S AGREEMENT IN THE STATE OF WASHINGTON.**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Washington which was allowed to go into effect by the Washington Utilities and Transportation Commission (“Commission”); and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the, “FCC” or “Commission”) released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the “UNE Transport Order”), which became effective upon release; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”), which became effective upon release (together, with the UNE Transport Order, collectively referred to as the “Forbearance Orders”); and

WHEREAS, the Parties agree that the Forbearance Orders are changes in Applicable Law that, pursuant to the terms of the Agreement, must be incorporated through and amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance Orders and consistent with the terms of the Agreement regarding changes in Applicable Law, the Parties desire 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 and conditions for Unbundled Network Elements (UNEs) and Resale as set forth in attachments and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference. Any capitalized terms not defined specifically in this Amendment are as defined in the Agreement.

# APPENDIX 1

## **Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; 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. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth below, 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.

**[CLEC]**

**Qwest Corporation dba CenturyLink QC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Kimberly J. Povirk  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sr. Dir. Bus. Ops Wholesale Sales  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT 1

1. **Resale Provisions** – Pursuant to the Forbearance Orders, CLEC’s ability to order new services and retain existing services from CenturyLink for resale pursuant to Sections 6, including Directory Listings and Directory Assistance that pertain to Resale, of the Agreement are altered as follows:
  - a. **Effective Date to February 2, 2020** – During the time period from the Effective Date of this Amendment until February 2, 2020, CLEC may order any services for resale pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing resold services, also pursuant to the applicable terms of the Agreement, until February 2, 2020.
  - b. **February 2, 2020 to August 2, 2022** – After February 2, 2020, CLEC cannot order any services for resale from CenturyLink pursuant to the applicable provisions of the Agreement. Any orders for new services for resale will be pursuant solely to the terms of the applicable Tariff for the service including any ICB agreements entered into under the applicable Tariffs.
    - i. For any services procured for resale under the terms of the Agreement (“Existing Resale Services”) on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Resale Services pursuant to the terms of the Agreement, including any discounts delineated in Exhibit A of the Agreement.
    - ii. CLEC cannot make any changes to such Existing Resale Services, as they will be treated in a “grandfathered” status, with continued receipt or disconnection of the Existing Resale Services the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as new services for resale and will be provided solely under the Tariffs, rather than under the Agreement.
    - iii. CLEC agrees that it will no longer submit any orders for resale services under the Agreement from CenturyLink after February 2, 2020. CLEC agrees that it is the CLEC’s responsibility to ensure that no further orders for resold services under the Agreement are submitted after February 2, 2020. If resold services are ordered after February 2, 2020 CLEC agrees that the Agreement is no longer in effect and resold services are being ordered per the applicable tariff at the full rates in the tariff.
      1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on no more than quarterly basis, CenturyLink may conduct an audit of CLEC’s order activity after February 2, 2020, in order to identify any mistaken instances of attempting to order resold services under the terms of the Agreement.
      2. Should such instances occur, the Parties further agree that CenturyLink may issue a bill using the effective date of the changes that the applicable service was originally ordered (“Resale True-Up Bill”) removing the discount for such services



order them as new by ordering the Special Access service under the applicable Tariff, changing the applicable rate charged, and CenturyLink may issue a bill using the effective date of the changes that the applicable Unbundled Analog Loop was originally ordered ("Analog Loop True-Up Bill"). CLEC agrees not to contest such Analog Loop True-Up Bills unless such billing is not consistent with the applicable Tariff.

- iv. CLEC agrees that any provisions in the Agreement that provide for Line Splitting or Loop Splitting are also removed and may no longer be ordered, as they all involve an order of an Unbundled Analog Loop. Any existing arrangements will be maintained during the time period of this section.
  - c. **After August 2, 2022** - The Parties agree that CenturyLink will no longer provide any Unbundled Analog Loops under the terms of the Agreement after August 2, 2022, including any arrangements for Line Splitting or Loop Splitting. CLEC is solely responsible for either disconnecting such Analog Unbundled Loops prior to August 2, 2022 or converting the to a service under the applicable Tariffs. For any Analog Unbundled Loops in place as of August 2, 2022, CLEC agrees that CenturyLink will convert any such Analog Unbundled Loops to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. In addition, should any charges be necessary as part of that conversion, CLEC agrees that it is responsible for payment of such charges and will not dispute application of such charges necessary for the conversion. As Line Splitting and Loop Splitting are not available service under CenturyLink's Tariffs, CLEC must convert to alternative arrangements that meet its needs, as such arrangements will otherwise be terminated after August 2, 2022.
  - d. **Alternative Analog Unbundled Loops Commercial Arrangements** – The Parties understand and agree that the Forbearance Orders specifically permit alternative commercial arrangements for the provision of UNEs that are impacted by the Forbearance Orders. Nothing in this Amendment either requires CenturyLink to enter into such alternative arrangements or prohibits the Parties from reaching an agreement on terms and conditions of such alternative arrangements. The Parties agree that nothing in such alternative arrangement would ever be intended to change any of the obligations under this Agreement, rather to be in parallel to the terms and conditions of the Agreement.
  - e. **UNE Combinations** – Any UNE Combinations provided under the Agreement that might include UNE Analog Loop are also treated as UNE Analog Loops under this Agreement.
3. **UNE Transport** - Pursuant to the terms of the Forbearance Orders, the terms and conditions under which CLEC may order and maintain Unbundled Dedicated Interoffice Transport ("UDIT"), as provided in Section 9.6.1.1 of the Agreement and Enhanced Extended Loop ("EEL"), as provided in Section 9.23.3.7 of the Agreement (together, referred to as "UNE Transport") are altered as follows:
- a. **Effective Date to January 12, 2020** - During the time period from the Effective Date of this Amendment until January 12, 2020, CLEC may order UNE Transport

pursuant to the applicable terms and conditions of the Agreement. In addition, CLEC may make changes in existing UNE Transport arrangements, also pursuant to the applicable terms of the Agreement.

- b. January 12, 2020 to July 12, 2022** - After January 12, 2020, CLEC cannot order any UNE Transport from CenturyLink pursuant to the applicable provisions of the Agreement that has each endpoint in one of the Serving Wire Centers listed on the Wholesale website: <http://www.centurylink.com/wholesale/clecs/nta.html#UNE-F> to this Amendment (“Forbearance UNE Transport”). For any UNE Transport that does not meet the definition of Forbearance UNE Transport, such UNE Transport will continue to be available and provided under the terms of the Agreement, including the terms under which it may be withdrawn.
- i. For any Forbearance UNE Transport procured under the terms of the Agreement (“Existing Forbearance UNE Transport”) on January 12, 2020 or prior, CenturyLink will continue to provide such Existing Forbearance UNE Transport pursuant to the terms of the Agreement, including the applicable rates delineated in Exhibit A of the Agreement.
  - ii. CLEC cannot make any changes to such Existing UNE Transport, as they will be treated in a “grandfathered” status, with continued receipt or disconnection of the Existing UNE Transport the only options under the Agreement available to CLEC. If CLEC issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement.
  - iii. CLEC agrees that it will no longer submit any orders for Forbearance UNE Transport under the Agreement from CenturyLink after January 12, 2020. CLEC agrees that it is the CLEC’s responsibility to ensure that no further orders for such Forbearance UNE Transport under the Agreement are submitted after January 12, 2020.
    1. In order to ensure compliance with these provisions, the Parties agree that CenturyLink, on a no more than quarterly basis, may conduct an audit of CLEC’s order activity after January 12, 2020, in order to identify any mistaken instances of attempting to order Forbearance UNE Transport under the terms of the Agreement.
    2. Should such instances occur, the Parties further agree that CenturyLink will convert such services to the Special Access service under the applicable Tariff, changing the applicable rate charged as needed, and issue a bill to make the effective date of the charges be the date the applicable Forbearance UNE Transport was originally ordered (“UNE Transport True-Up Bill”). CLEC agrees not to contest such UNE Transport True-Up Bills unless such billing is not consistent with the applicable Tariff.
- c. After July 12, 2022** - The Parties agree that CenturyLink will no longer provide any Forbearance UNE Transport under the terms of the Agreement after July 12, 2022. CLEC is solely responsible for either disconnecting such Forbearance UNE Transport prior to July 12, 2022 or converting to Special Access service under the applicable Tariffs. For any Forbearance UNE Transport in place as of

July 12, 2022, CLEC agrees that CenturyLink will convert any such Forbearance UNE Transport to the appropriate Special Access service under the applicable Tariff, and CLEC is then responsible for such services under that Tariff. In addition, should any charges be necessary as part of that conversion, CLEC agrees that it is responsible for payment of such charges and will not dispute application of such charges necessary for the conversion.

- d. Alternative UNE Transport Commercial Arrangements** – The Parties understand and agree that the Forbearance Orders specifically permit alternative commercial arrangements for the provision of UNEs that are impacted by the Forbearance Orders. Nothing in this Amendment either requires CenturyLink to enter into such alternative arrangements or prohibits the parties from reaching an agreement on terms and conditions of such alternative arrangements. The Parties agree that nothing in such alternative arrangement would ever be intended to change any of the obligations under this Agreement, rather to be in parallel to the terms and conditions of the Agreement.