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No Action

Qwest. 
Spirit of Service

Qwest Corporation

1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1568
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Mark S. Reynolds
Assistant Vice President
Public Policy & Regulatory Affairs

March 29, 2011

Mr. David Danner, Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, Washington 98504-7250

Attn: Betty Erdahl

RE: WAC 480-120-375 Affiliated Interest Agreement

Dear Mr. Danner:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest agreement between Qwest Corporation (QC) and CenturyLink. This is a new agreement entitled Intralata Access Charges Agreement. Also enclosed is a verified statement.

Please call Joyce McDonald on 206 345-1514 if you have any questions or require any additional information.

Very truly yours,



for Mark Reynolds

Enclosures

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INTRALATA ACCESS CHARGES AGREEMENT
(WASHINGTON)

THIS AGREEMENT is between Pacific Northwest Bell Telephone Company, a Washington corporation, herein called PNB, and Inter Island Telephone Company, Peninsula Telecommunications, Inc. and Telephone Utilities of Washington, Inc., Washington corporations which are subsidiaries of Pacific Telecom, Inc., a Washington corporation, herein called Exchange Carrier (EC).

W I T N E S S E T H

WHEREAS, the Washington Utilities and Transportation Commission (WUTC) issued its Eighteenth Supplemental Order in Cause No. U-85-23 et al which sets forth a new industry compensation plan to be effective coincident with the effective date of the EC's tariffs for intrastate specific Non-Traffic Sensitive and Traffic Sensitive Access Charges; and

WHEREAS, PNB and the EC are providing telecommunications services in the State of Washington; and

WHEREAS, pursuant to the aforementioned Order, PNB is desirous of contracting with the EC to have the EC provide intrastate intraLATA telecommunications Access Services, including billing and collection, and Non-access Services as hereinafter described; and

WHEREAS, PNB is desirous of contracting with the EC to have the EC provide certain interstate intraLATA telecommunications Access Services, including billing and collection, and Non-access Services as hereinafter described,

NOW, THEREFORE, it is agreed as follows:

1. Term of Agreement

This Agreement will become effective, as appropriate, coincident with the effective date of the EC's respective tariffs for intrastate specific Non-Traffic Sensitive and Traffic Sensitive Access Charges and will continue in force until terminated by thirty (30) days' prior notice in writing from either company to the other.

2. Description of Services

This Agreement applies only to the following Access and Toll Services (Services) which are carried by the system operated by the EC and/or the system operated by PNB:

- intrastate intraLATA and interstate intraLATA Access Services, including billing and collection, and Non-access Services provided by the EC to PNB. Said Access and Non-access Services allow the provision of intrastate intraLATA and interstate intraLATA Toll Services, as defined below, by PNB to customers residing within the EC's exchanges.

Such Services will be handled in accordance with the terms and conditions set forth herein. For the purposes of this Agreement, the system operated by the EC will include systems of Exchange Carriers other than PNB with which the EC connects and the system operated by PNB will include systems of Exchange Carriers other than the EC with which PNB connects.

Toll Services traffic that is interstate intraLATA in nature but which is carried within and by the intraLATA systems described above will be included in the compensation arrangements contained in this Agreement.

3. Definitions

For the purposes of this Agreement, the following definitions will apply:

- a. Access Charges - Charges payable by a customer or a Carrier to an Exchange Company for Access Services as described in the EC's Access Services tariff. In addition, the term "access minutes" shall mean access minutes as computed in accordance with the interstate Access Services tariffs of the Exchange Company providing the Access Services.
- b. Access Services - Services and facilities used in the origination, termination or transporting of intrastate intraLATA and interstate intraLATA Toll Services.
- c. Carrier - The company responsible for tariffing and providing intraLATA Toll Services.
- d. Exchange - A specified geographic area established by tariff for the furnishing of local telephone service.
- e. Exchange Company - The company providing Access and Non-access Services to the Carrier and dial tone service to its customers.
- f. LATA - Local Access and Transport Area (LATA) is a geographic area encompassing one or more local PNB Exchanges within which it may provide Toll Services. LATA also includes those EC Exchanges designated elsewhere in this Agreement as "associated" with the LATA.

- g. Long Distance Message Telecommunications Service (LDMTS) - Includes those intrastate intraLATA message toll communications services which are billed at those rates and charges described in PNB's Tariff WN U-14, Schedule 73, IntraLATA Message Telecommunications Service (IMTS), plus any amendments, modifications or successors thereto.

LDMTS also includes those interstate intraLATA message toll communications services which are billed at those rates and charges described in PNB's Tariff FCC No. 7, Interstate IntraLATA Message Telecommunications Services, plus any amendments, modifications or successors thereto.
- h. Message - An LDMTS or WATS call which has been completed. Specific message types are as described in the document entitled, "Bellcore Practice BR 010-200-010, CRIS Exchange Message Record," plus any amendments, modifications or successors thereto.
- i. Non-access Services - Services and facilities used in the origination, termination or transporting of intrastate intraLATA and interstate intraLATA Toll Services on which Access Charges are not applicable (such as operator services and/or certain interexchange facilities).
- j. Non-Traffic Sensitive (NTS) Access Charge - Charge for Carrier use of the Exchange Company's NTS distribution facilities.
- k. Private Line Transport Services (PLTS) - Include those intrastate intraLATA toll private line transport services which are billed at those rates and charges described in PNB's Tariff WN U-20, Private Line Transport Services, plus any amendments, modifications or successors thereto. Private Line Transport Services also include those interstate intraLATA toll special channel services which are billed at those rates and charges described in PNB's portion of U S WEST's Tariff FCC No. 1, Access Service (Special Access), plus any amendments, modifications or successors thereto. PLTS also includes program transmission services and channels furnished by the EC to provide non-contiguous foreign exchange services.
- l. Toll Revenues - All revenues due the Carrier from the EC's customers for Toll Services.

- m. Toll Services - Intrastate intraLATA and interstate intraLATA LDMTS and PLTS, and intrastate intraLATA WATS provided by the Carrier.
- n. Traffic - The interchange of Toll Services.
- o. Traffic Sensitive (TS) Access Charge - Charge for Carrier use of the Exchange Company's TS switching, distribution facilities and ancillary functions.
- p. Wide Area Telecommunications Service (WATS) - Includes intrastate intraLATA toll communications services which are billed at those rates and charges described in PNB's Tariff WN U-14, Schedule 72, Wide Area Telecommunications Service (WATS), plus any amendments, modifications or successors thereto. WATS includes Outward WATS and 800 Service.

4. EC Exchange(s) and Associated PNB LATA

The exchange(s) of the EC's system covered by this Agreement, including the associated PNB LATA, are shown on Exhibit A attached hereto.

5. Tariff Filings

PNB will be responsible for obtaining regulatory approval for all Toll Services described herein to the extent necessary.

If the EC elects to provide Toll Services, or if the EC contracts for Toll Services from a Carrier other than PNB, such Services shall not be considered a part of this Agreement.

PNB will use its best efforts to provide the EC with reasonable notice of proposed and actual changes to its rates for Toll Services.

6. Methods and Practices

The provisioning and operation of the network used to furnish the Access Services covered by this Agreement will be in accordance with methods and practices compatible with those of accepted industry standards and, if applicable, in accordance with the rules and regulations of the tariffs applicable to the Access Services provided.

7. Provision of Facilities

a. Point(s) of Connection

Facilities required for the provision of any Access and Non-access Services described herein will be connected at mutually agreeable point(s) of connection.

b. Construction and Protection of Facilities

Each company will construct, equip, maintain and operate its intraLATA system so that reliable and quality service will be furnished to the public at all times, and the EC will furnish adequate facilities for Access and Non-access Services. PNB and the EC will jointly participate in the planning and design of the PLTS channels covered by this Agreement.

Each company will take reasonable precautions in the location, construction and maintenance of its lines for protection against hazard and interference from foreign wires.

c. Change or Rearrangement of Facilities

Neither company shall rearrange or change connecting facilities used in the provision of the Services described herein without the prior written consent of the other company, where such change or rearrangement, if not concurred in by the other company, would:

- (1) impair the Services covered by this Agreement, or
- (2) change the use of said connecting facilities from the provision of Toll Services to the provision of Non-Toll Services (e.g., Extended Area Service).

8. Automatic Ticketing (Recording) and Operator Services

The responsibilities for the performance of automatic ticketing (recording) of and operator services for intraLATA LDMTS and WATS services described herein shall be as set forth in Exhibit B attached hereto.

9. Customer Contacts for PLTS

If requested to do so by the EC, PNB will make the necessary arrangements with the customer for the Private Line Transport Services required and will make or cause to be made any necessary contractual arrangements with the customer for the required services.

10. Customer Billing for Toll Services

The EC will bill and insofar as practicable collect all charges payable to the EC for the Toll Services described herein. In addition, where mutually agreeable, PNB will bill and insofar as practicable collect all charges payable to PNB for PLTS described herein. Each company will account and be responsible to the other for such revenue in accordance with Exhibit C attached hereto.

11. Basis of Compensation (Access Charges and Revenue Requirements)

The amounts to be received monthly by the respective companies will be determined in accordance with the Basis of Compensation set forth in Exhibit C attached hereto.

12. Modification of Exhibits

Annexed to this Agreement are Exhibits "A", "B" and "C" referred to above, which Exhibits are an integral part hereof and incorporated herein. From time to time, new or revised Exhibits, duly executed by the companies hereto, may be added or substituted for the attached Exhibits, superseding and cancelling Exhibits then in effect.

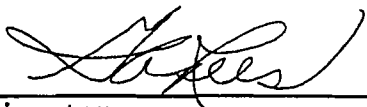
13. Defaults or Violations

If either company defaults in the payment of any amounts due hereunder, or violates any provision of this Agreement, and if such default or violation continues for thirty (30) days after written notice thereof, the other company may terminate this Agreement forthwith by written notice.

The failure of either company to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

PACIFIC NORTHWEST BELL
TELEPHONE COMPANY

By



Director
Exchange Carrier Marketing

FEB 19 1988

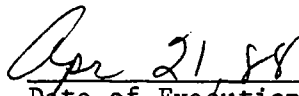
Date of Execution

PACIFIC TELECOM, INC.

By



Sr. Vice President



Date of Execution

FORM APPROVED
Date <u>6/11/87</u>
By <u>MKH</u>
Legal Department Pacific Northwest Bell

EXHIBIT A
INTRALATA ACCESS CHARGES AGREEMENT
(WASHINGTON)

EC'S EXCHANGES

This Exhibit A will become effective coincident with the effective date of the EC's respective tariffs for intrastate specific Non-Traffic Sensitive and Traffic Sensitive Access Charges, and is attached to and made a part of the IntraLATA Access Charges Agreement effective on that same date, between Pacific Northwest Bell Telephone Company (PNB) and Inter Island Telephone Company, Peninsula Telecommunications, Inc. and Telephone Utilities of Washington, Inc. which are subsidiaries of Pacific Telecom, Inc. (EC).

The following exchanges of the EC are covered by this Agreement:

<u>Exchange(s)</u>	<u>LATA</u>
Arletta	Seattle
Basin City	Spokane
Beaver	Seattle
Blakely Island	Seattle
Burley	Seattle
Carnation	Seattle
Cheney	Spokane
Chewelah	Spokane
Chinook	Portland, OR
Clallam Bay	Seattle
Clearwater	Seattle
Connell	Spokane
Creston	Spokane
Davenport	Spokane
Eastsound	Seattle
Elma	Seattle
Eltopia	Spokane
Fall City	Seattle
Forks	Seattle
Fox Island	Seattle
Friday Harbor	Seattle
Gig Harbor	Seattle
Glenoma	Seattle
Hunters	Spokane
Kahlotus	Spokane
Kettle Falls	Spokane
Kingston	Seattle
Lakebay	Seattle
Long Beach	Portland, OR
Lopez	Seattle
Mathews Corner	Spokane
Medical Lake	Spokane
Mesa	Spokane
McCleary	Seattle
Mineral	Seattle
Montesano	Seattle
Morton	Seattle
Neah Bay	Seattle
North Bend	Seattle

EXHIBIT B
INTRALATA ACCESS CHARGES AGREEMENT
(WASHINGTON)

AUTOMATIC TICKETING (RECORDING) AND OPERATOR SERVICES

This Exhibit B will become effective April 1, 1991, supercedes and terminates previous Exhibit B effective December 1, 1989, and is attached to and made a part of the IntraLATA Access Charges Agreement effective January 1, 1986, between Pacific Northwest Bell Telephone Company, doing business as U S WEST Communications (USWC) and Inter Island Telephone Company, Peninsula Telecommunications, Inc. and Telephone Utilities of Washington, Inc., which are subsidiaries of Pacific Telecom, Inc. (EC).

1. Automatic Ticketing (Recording)

From the effective date hereof, the EC will perform or cause to be performed the automatic ticketing (recording) required for the intraLATA LDMTS and WATS covered under this IntraLATA Access Charges Agreement between the points listed below. USWC will perform or cause to be performed said automatic ticketing (recording) for any other EC originating point.

Point A	Between and	Point B
Ames Lake		All Customer Direct
Arletta		Dialed Points
Basin City		
Beaver		
Blakely Island		
Burley		
Carnation		
Cheney		
Chewelah		
Chinook		
Clallam Bay		
Clearwater		
Connell		
Creston		
Davenport		
Eastsound		
Elma		
Etopia		
Fall City		
Forks		
Fox Island		
Friday Harbor		
Gig Harbor		
Glenoma		
Hansville		
Kahlotus		

Point A _____ Between _____ and _____ Point B _____

1. Continued

Kettle Falls
Kingston
Lakebay
Long Beach
Lopez
Mathews Corner
McCleary
Medical Lake
Mesa
Mineral
Montesano
Morton
Neah Bay
North Bend
North Vashon
Ocean Park
Orting
Packwood
Puget Island
Randle
Reardan
Snoqualmie Pass
South Prairie
Spangle
Twisp
Vashon
Washtucna
Winthrop

All Customer Direct
Dialed Points

2. Operator Services

From the effective dates hereof, the EC will perform or cause to be performed the operator services required for the intraLATA LDMS and WATS services covered under this IntraLATA Charges Agreement between the points listed below.

Point A _____ Between _____ and _____ Point B _____

NONE

U S WEST COMMUNICATIONS

PACIFIC TELECOM, INC.

BY: R. C. Petrone
Signature

BY: Vern K. Dunham
Signature

R. C. Petrone
Typed Name

Vern K. Dunham
Typed Name

Director - E.C.M.
Title

Sr. Vice President
Title

JUL 19 1991
Date of Execution

7/31/91
Date of Execution

FORM APPROVED
Date 6/1/87
By MKH
Legal Department
US West Communications

EXHIBIT C
INTRALATA ACCESS CHARGES AGREEMENT
(WASHINGTON)

BASIS OF COMPENSATION

This Exhibit C will become effective coincident with the effective date of the EC's respective tariffs for intrastate specific Non-Traffic Sensitive and Traffic Sensitive access charges, and is attached to and made a part of the IntraLATA Access Charges Agreement effective on that same date, between Pacific Northwest Bell Telephone Company (PNB) and Inter Island Telephone Company, Peninsula Telecommunications, Inc. and Telephone Utilities of Washington, Inc. which are subsidiaries of Pacific Telecom, Inc. (EC).

From the effective dates hereof, compensation for all Services covered under this IntraLATA Access Charges Agreement shall be accomplished as set forth in this Exhibit.

1. IntraLATA Revenue

- a. Based on PNB's Toll Services rates, PNB will render a monthly bill to the EC for the amount of revenue of all "sent-paid" messages originating from customers in the EC's exchange(s), and the amount of revenue for "received-collect" messages charged to toll customers in the EC's exchange(s) during the monthly compensation period as well as any WATS and/or PLTS revenues billed to WATS and/or PLTS customers in the EC's exchange(s). These messages and revenues shall be both Bell-Independent (B-I) and Independent-Independent (I-I) and where mutually agreeable will be as reported to PNB by the EC. Each company accepts the responsibility for customer collection efforts on revenues billed by it and for calls originating within its system in accordance with the Responsible Company Toll Investigation Plan. A credit to revenues due from the EC will be allowed by PNB for uncollectible and unbillable messages written off by the EC in the month being reported. Remittance from the EC to PNB shall be in accordance with Paragraph 3. below.
- b. The intraLATA revenue in Paragraph 1.a. above will be reported separately for intrastate intraLATA and interstate intraLATA.

2. Compensation Items

- a. PNB will monthly:
 - (1) pay to a mutually agreeable payee (either the EC or an agency designated by the EC) the EC's NTS Access Charges as approved by the WUTC or, in the absence of an approved tariff, a mutually agreed upon amount. Such Charges shall be in conformance with the WUTC's Eighteenth Supplemental Order in Cause No. U-85-23 et al, plus any amendments or modifications thereto.

- 2. a. (2) pay to the EC the EC's intrastate specific TS Access Charges, to the extent that such Access Charges have been approved by the WUTC, or, in the absence of an approved tariff, a mutually agreed upon amount, associated with the provision of intrastate intraLATA LDMTS, PLTS and WATS Access Services. Said Access Charges will be based upon the EC's projected revenue requirement using the EC's specified authorized intrastate rate of return or PNB's authorized intrastate rate of return or a return specified by the WUTC.
- (3) pay to the EC an amount for the EC's intrastate intraLATA PLTS under mutually agreeable terms and conditions of new Exhibits to this Agreement in the event PLTS is designated as a competitive service or deregulated by the WUTC. Said terms and conditions could refer to Access Charges or a sharing of the revenues derived from those Special Channel Services. I-I PLTS compensation will be the responsibility of the EC in the event PLTS is deregulated.
- (4) pay to the EC the EC's interstate TS and NTS Access Charges for interstate intraLATA Access Services traffic to the extent that such Access Charges have been approved by the FCC.
- (5) pay to the EC the EC's interstate TS Access Charges for interstate intraLATA billing and collection services based on the rates in effect as of December 31, 1986, for the period from the effective date of the EC's tariff for intrastate specific TS Access Charges through December 31, 1987.

Effective January 1, 1988, PNB will pay to the EC the EC's interstate TS charges for interstate intraLATA billing and collection services based on mutually agreeable rates to be set forth in a separate contract.

- (6) pay to the EC an amount equal to the EC's estimated revenue requirement, as approved by PNB, for Non-access Services for intrastate intraLATA and interstate intraLATA Services. Said estimated revenue requirement shall be used for interim compensation purposes with final revenue requirements submitted to PNB for review, true-up and approval. The revenue requirement will be developed by the EC using:
 - (a) The EC's intrastate authorized specific rate of return or PNB's overall intrastate authorized rate of return or a return specified by the WUTC in connection with intrastate intraLATA Non-Access Services, and
 - (b) A rate of return of 12.0% for 1987 in connection with interstate intraLATA Non-Access Services. In addition, the EC's rate of return specified by the FCC for each succeeding calendar year.

b. The aforementioned revenue requirement will be determined as set forth in Paragraph 4. below.

2. c. Specific arrangements for interstate intraLATA and intrastate intraLATA billing and collection services will be as set forth in a separate contract.

3. Monthly Compensation Statements

After determining the amounts due each company in Paragraphs 1. and 2.a.(2), 2.a.(3) and 2.a.(4) above, the net amount will be due the applicable company (either PNB or the EC) and will be reflected on monthly compensation statements.

Monthly compensation statements will be rendered to the EC by PNB ten (10) work days after the close of each calendar month in accordance with the Basis of Compensation described herein. Monthly compensation data (e.g., messages, toll revenues, TS/NTS access minutes of use and TS/NTS Access Charges, where applicable) will be furnished to PNB in sufficient time (no later than the fifth work day) prior to the tenth (10th) work day to enable PNB to prepare said statements. In addition, the number of days used in the calculation of the monthly compensation data will be the same for all elements of the compensation data furnished to PNB. Remittance in full for amounts described in Paragraphs 1. and 2. above will be made by the debtor company (either PNB or the EC) by the twentieth (20th) work day of each calendar month.

The EC has the option to request the netting of its intrastate intraLATA NTS amount due and for that amount to be reflected on the monthly compensation statements prepared by PNB. In such instance, the EC and, if applicable, its authorized agent will furnish to PNB the required intrastate NTS monthly compensation data on or before the date the EC's TS data is furnished to PNB. The EC will advise PNB of its election to net or not to net the aforementioned NTS amount due. Any change in this election shall be by sixty (60) days' prior notice in writing from the EC to PNB.

4. Determination of IntraLATA TS Revenue Requirement

The EC's reimbursable intraLATA TS revenue requirement will be equal to its TS costs incurred in the provision of the intrastate intraLATA and interstate intraLATA Non-access Services described herein as determined by estimates and, where applicable, annual studies, the procedures for which are described below:

- a. An estimate of costs with appropriate backup shall be made and submitted to PNB following the principles set forth below. The mutually agreed to compensation amounts determined therefrom will serve as a guide to the level of interim monthly compensation payable monthly during the period covered by this Agreement.

Either company may request retroactive and/or prospective adjustments in the interim compensation amounts referred to herein as more current data and/or estimates become available. Those adjustments will be mutually agreed to between the EC and PNB.

4. b. An actual cost study will be made after the close of each applicable calendar year covering that year's operation for the Non-access Services revenue requirements described herein, following the principles outlined below. The difference between the actual compensation amount determined from such study and the interim compensation amount previously credited will be paid to the company entitled thereto within thirty (30) days after the results of the study of actual costs have been accepted by both companies.
- c. The actual cost study for each applicable calendar year of the EC's costs will be made in accordance with the following:
 - (1) The study will be governed by the accounting principles and procedures set forth in Part 31 of the FCC Rules and Regulations (Uniform System of Accounts for Class A and Class B Telephone Companies), including any amendments, modifications or successors thereto, or as required by the appropriate regulatory authority.
 - (2) The study will separate the EC's book costs of plant, expenses, taxes and revenues between the following categories:
 - (a) intrastate intraLATA and interstate intraLATA Non-access Services, where applicable, and
 - (b) other.
 - (3) Expenses used in the study will be those recorded by the EC for the full study year, and the plant account balances used in the study will be the average of beginning and end-of-study period balances for the study period, or a mutually agreed upon method.
 - (4) Premiums and proceeds from "Key Man" insurance policies (i.e., life insurance on an officer or employee where the beneficiary is the corporation, directly or indirectly) will be excluded from compensation.
 - (5) IntraLATA official company toll will be handled in the same Access Charge manner as the Access Services described herein. In the event SCS is deregulated by the WUTC, for intrastate intraLATA B-I and I-I PLTS only, official company toll will be handled as set forth in paragraph 2.a.(3) above.
 - (6) Unless otherwise mutually agreed, the procedures to be used in separating investment, expenses and taxes will be the procedures outlined in Parts 67 (Separations) and 69 (Access Charges) of the Rules and Regulations of the Federal Communications Commission, as currently in effect for the study period.

4. c. (7) The EC's costs will include a return on its compensation base, which base will consist of Accounts 100.1, 100.2, 100.3, 100.4 (as approved by Regulatory Commission) and 122, reduced by amounts in Accounts 171, 172, 176.1 and 176.2 (except 176.2-09, Bond Redemption tax effects). The return allowed the EC will be calculated by multiplying the EC's compensation base by the applicable rate of return set forth in Paragraph 2. above.
- (8) The EC's costs will include an additional amount for income taxes, where applicable, gross receipts taxes and regulatory fees necessary for the EC to realize the return specified in Paragraph 4.c.(7) above. In computing said amount, fixed charges and other income adjustments for state and federal income taxes will be assigned to services furnished hereunder in accordance with the separations principles set forth in Paragraph 4.c.(6) above. Income taxes shown in the cost study will reflect the same tax accounting methods as are used in the EC's corporate books.
- (9) The EC's intrastate intraLATA Non-access Services TS revenue requirement will be the sum of the total of expenses, taxes, return on investment, and the amount for income taxes, gross receipts taxes and regulatory fees, all as described above.
- (10) A study is not considered finalized until PNB has sent a letter to the EC indicating final approval of the study and the EC has accepted it in writing.
- (11) For reference purposes, guidelines for the preparation, submission, review and approval of the intraLATA traffic sensitive Non-access Services cost studies are set forth in Attachment 1 to this Exhibit C.

5. Review of Compensation Data

- a. The EC agrees that PNB's personnel may be present in the EC's exchange(s) and/or office(s) to conduct a review of the billing and recording processes of the EC as they apply to the Services described in this Agreement.
- b. PNB agrees that the EC's personnel may be present to observe in PNB's exchange(s) and/or office(s) to conduct a review of the billing and recording processes of PNB as they apply to the Services described in this Agreement.

Each company agrees to designate a point of contact for each review. All correspondence and requests for information must go through said contact.

5. (Continued)

Each company further agrees that, upon reasonable request by the other company, it will promptly furnish to the other company such documentation underlying its billing and recording processes set forth in Paragraphs 5.a. and 5.b. above and/or to provide reasonable access to its premises and supporting records for an on-site review of said processes.

Any reviews described herein will be related to the processes set forth in Paragraphs 5.a. and 5.b. above and will not in any way include any cost data supporting the EC's Access Services tariff. In addition, any data obtained in connection with said reviews will not be used in any way for Marketing related studies.

The length of review will not exceed ten (10) working days, unless there is mutual agreement to do so.

PACIFIC NORTHWEST BELL
TELEPHONE COMPANY

By



Director
Exchange Carrier Marketing

FEB 19 1988

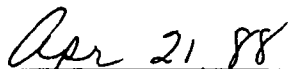
Date of Execution

PACIFIC TELECOM, INC.

By



Sr. Vice President



Date of Execution

FORM APPROVED
Date 6/1/87
By MKH
Legal Department
Pacific Northwest Bell

Cost Study Guidelines

In conjunction with the preparation of the TS Non-access Services revenue requirement cost studies, the guidelines set forth below for the EC and PNB should be followed:

a. Annual Traffic Studies

- (1) The EC should submit accurate and complete annual traffic studies to PNB within sixty days of the receipt of all necessary data from PNB, i.e., Toll Message Volumes, STARS (CMDS) Reports. At the EC's election the STARS (CMDS) Reports used in connection with the annual traffic studies may be on an annual basis covering the period October through September.
- (2) PNB should furnish the "necessary data" to the EC within ninety days after the completion of the study year.
- (3) Annual studies should be reviewed for approval or rejection within sixty days of the receipt of the study.
- (4) If revisions by the EC are required, the revised data should normally be provided within thirty days of the request for such data.
- (5) Revised annual studies should be reviewed by PNB for approval or rejection within thirty days after the receipt of such revisions.

b. Revenue Requirement Cost Studies (with Final True-Up)

- (1) The EC should use its best efforts to submit cost studies based on approved traffic data to PNB within ten months of the close of the study period, or sixty days after approval of the annual traffic factors, whichever occurs later.
- (2) PNB should complete the preliminary review of the submitted cost study, on which an interim settlement adjustment will be based, within thirty days of the receipt of the study. If additional information is required to complete the preliminary review, the thirty days will be extended until the receipt of such data.
- (3) PNB should complete its final review of the cost study within ten months of the receipt of the completed study. If additional material is required or procedural differences are unresolved, the final acceptance of the study should be extended pending the receipt of the required information and/or the resolution of the problems.

It is recognized that in the day-to-day administration of the above objectives it is possible that circumstances will occur which will occasionally cause one or both of the parties to experience difficulty in meeting an objective. Working closely together should minimize any adverse impact on the situation. The companies should, however, make a concerted effort to clear up as soon as possible those matters causing delays.

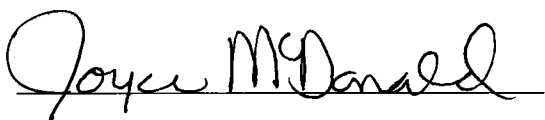
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-120-375 states:

Every public service company must file a verified copy, or a verified summary, if unwritten, of contracts or arrangements with affiliated interests before the effective date of the contract or arrangement. Verified copies of modifications or amendments to the contract or arrangements must be filed before the effective date of the modification or amendment. If the contract or arrangement is unwritten, then a public service company must file a verified summary of any amendment or modification. The Commission may institute an investigation and disapprove the contract or arrangement if the commission finds the public service company has failed to prove that it is reasonable and consistent with the public interest.

Joyce L. McDonald, Lead Finance/Business Analyst of Qwest Corporation certifies that the attached Intralata Access Charges Agreement describes the affiliate arrangement between Qwest Corporation and CenturyLink.

A handwritten signature in cursive script that reads "Joyce McDonald". The signature is written in black ink and is positioned above a horizontal line.

Joyce L. McDonald

Dated at Seattle this 29th day of March, 2011.