

WT-041379-AI

Om 7-31-08

Qwest.

No
Action

Spirit of Service

Qwest Corporation

1600 7th Avenue, Room 3206
Seattle, Washington 98191
(206) 345-1568
Facsimile (206) 343-4040

Mark S. Reynolds
Director - Regulatory
Policy and Law

June 12, 2008

Ms. Carole Washburn, Executive 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 Ms. Washburn:

In accordance with WAC 480-120-375, Qwest Corporation is filing notification of the enclosed affiliated interest Agreement between Qwest Corporation (QC) and Qwest Communications Corporation (QCC). This is Amendment 9 to the Wholesale Services Agreement that QC originally filed under Docket No. UT-041379. 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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WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

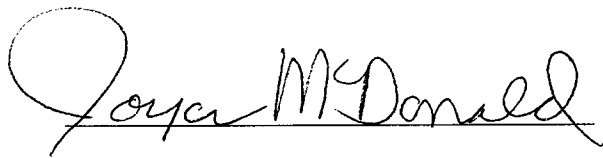
VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION

Qwest Corporation

WAC 480-146-350 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 Amendment No. 9 to Wholesale Services Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.

A handwritten signature in cursive script that reads "Joyce L. McDonald". The signature is written in black ink and is positioned above the printed name.

Joyce L. McDonald

Dated at Seattle this 12th day of June, 2008.

**AMENDMENT NO. 9 TO
WHOLESALE SERVICES AGREEMENT**

THIS AMENDMENT NO. 9 (this "Amendment") is by and between **Qwest Communications Corporation** ("Qwest") and **Qwest Corporation** ("Customer") and amends the Wholesale Services Agreement between Customer and Qwest dated effective as of July 29, 2004, as may have been previously amended by amendment, addenda or rate change notification (the "Agreement"). This Amendment shall be effective as of the date when it has been signed by both Parties (the "Amendment Effective Date"). All capitalized terms used herein which are not defined herein shall have the definitions ascribed to them in the Agreement. The Parties hereby agree to amend the Agreement as follows:

1. New Services.¹ The service descriptions set forth in Exhibit(s) OS attached to this Amendment (the "New Services") shall be added to, and constitute a part of, the Agreement. The list of Service Exhibits in the "Applicable Services" portion of the Agreement shall be deemed revised by the addition of the New Services. Qwest agrees to provide the New Services in accordance with the terms of the Agreement and this Amendment. The terms, rates and discounts, if any, for the New Services shall be effective as of the first business day of Customer's next full monthly billing cycle following the Amendment Effective Date.

2. Effective Date. This Amendment shall be effective as of the date it is executed by the last Party to execute (the "Amendment Effective date") and be deemed incorporated by reference into the Agreement; provided however, that if under applicable law, this Agreement or notice thereof must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filing have occurred. In particular, this Agreement shall not be effective with respect to the State of Washington until it is filed with Washington Utilities and Transportation Commission. The terms, rates and discounts, if any, for the New Services shall be effective as of the Amendment Effective Date.

3. Miscellaneous. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the Parties. This Amendment and the Agreement set forth the entire understanding between the Parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment shall control. To the extent that the terms of any New Service exhibit are inconsistent with the terms of this Amendment or the Agreement, the terms of the New Service exhibit shall control.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Amendment as of the Amendment Effective Date.

QWEST:

QWEST COMMUNICATIONS CORPORATION

By: 

Warren Mickens

Vice President, Customer Service Operations

Date: 06.02.08

Offer Management Director: 

Date: 6/2/08

Customer:

Qwest Corporation

By: 

Name: ~~Carla Stewart~~ Steven Swain

Title: Vice President - Finance

Date: 6/10/08

¹ Since certain international rates are subject to change on five (5) days notice, Customer acknowledges that, until this Amendment is returned to Qwest, those international rates as set forth in a Service Exhibit may change and that, once this Amendment is executed, the international rates then in effect will be implemented by Qwest. Thereafter, changes to those international rates shall be made pursuant to the rate change process provided for in each Service Exhibit.

**SERVICE EXHIBIT OS
OPERATOR SERVICES EXHIBIT AND RATE SCHEDULE
WHOLESALE SERVICES AGREEMENT**

1.0 OPERATOR SERVICES TO BE PROVIDED BY QWEST.

Qwest agrees to provide Operator Services pursuant to the terms and conditions set forth in this Service Exhibit OS and in the Agreement, provided, however, U.S. federal law prohibits Qwest from providing InterLATA long distance services in the States of Arizona and Montana, (i.e. voice and data services that originate in such state, private line with one end point in that state, or toll free service that terminates in such state) (collectively, "In-Region InterLATA Long-Distance Services") until Qwest or if applicable, an affiliate, has obtained authorization to provide such services in Arizona and/or Montana.

"Operator services" (the "Services") shall be provided by live operators, automated platforms, machines, or computers, or otherwise to Customer's residence and business end users located within Qwest's 14 states when such end users dial 0+ or 00- to place a domestic or internationally terminating alternatively-billed call, or to obtain general assistance.

"Processed call" as used in this Exhibit shall mean that the end user makes contact with the operator, platform, machine, computer, etc., and may include one or more of the following:

- Operator-assisted alternatively billed calls, including calling card, collect, person to person, and billed to third party
- Automated alternatively billed calls, including calling card, collect, and billed to third party
- Rate quote
- General assistance, such as dialing instructions, time of day, etc.
- Emergency service calls (connecting to police, fire, or other emergency agencies)
- 0+ dialing to directory assistance (0+NPA-555-1212)

Operator services will be provided to Customer with SS7 out of band signaling.

2.0 OBLIGATIONS OF CUSTOMER.

Customer shall perform those duties outlined herein, in the Agreement, and in the Service orders, and provide and maintain the equipment and facilities necessary to permit Qwest to furnish the services. Unless otherwise agreed to by Qwest in writing, Customer shall have sole responsibility for installation, testing and operation of the Interconnection Facilities (as hereinafter defined), and any services and equipment other than those Facilities specifically provided by Qwest under this Service Exhibit.

3.0 CHARGES AND PAYMENT.

Charges for the Services shall be determined according to the pricing set forth herein. Recurring charges shall be invoiced by Qwest on a monthly basis in advance and non-recurring charges shall be invoiced in arrears. If the Start of Service Date for any Facility falls on any day other than the first day of the month, the first invoice to Customer shall consist of: (i) the pro-rata portion of the applicable monthly recurring charge covering the period from the Start of Service Date to the first day of the subsequent month, and (ii) the monthly recurring charge for the following month.

If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate billing statement, Qwest may render a reasonably estimated statement, but shall notify Customer of the methods of such estimate and cooperate in good faith with Customer to establish a fair, equitable estimate. Qwest shall render a statement reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

4.0 RATES

4.1 Qwest shall provide the Services described below at the rates (the "Rates") set forth in this Section 4.0, subject to availability from Qwest. The Rates for Services apply to processed calls.

(a) **Recurring Charges:**

Price per processed call
\$0.40

(b) **Other Charges:** In addition to the foregoing Services Rates, Customer shall pay to Qwest the following additional charges, as applicable, including any and all recurring charges imposed on Qwest for the handling of calls under this Service Exhibit OS:

Non-Recurring Charges:

- Brand loading fee: \$675.00 each

4.2 Qwest reserves the right, upon thirty (30) calendar days prior written notice to Customer, to modify any of the Rates or charges described in this Service Exhibit OS. Further, in the event of Regulatory Activity, Qwest reserves the right, at any time upon written notice, to: (i) pass through to Customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity, or (ii) modify the rates, including any rate guarantees, and/or other terms and conditions contained in the Agreement to reflect the impact of such Regulatory Activity. Qwest may adjust its rates of charges, or impose additional rates and charges, in order to recover amounts it may be required by governmental or quasi-governmental authorities to collect from or pay to others to support statutory or regulatory programs during the course of the Agreement.