

UT-050304 (AF)  
11-29-06

RECEIVED  
06 OCT 19 09 11: 09



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

Mark S. Reynolds  
Senior Director – Regulatory  
Policy and Law

October 18, 2006

Ms. Carole Washburn, Executive Secretary  
Washington Utilities and Transportation Commission  
P.O. Box 47250  
Olympia, Washington 98504-7250

Attn: Kathy Folsom

RE: WAC 480-146-350 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 5 to the Qwest Total Advantage Agreement. The original Qwest Total Advantage Agreement was filed on March 1, 2005 under Docket No. UT-050304.

Please call Gayle Williams on 206-345-3308 if you have any questions or require any additional information.

Very truly yours,

A handwritten signature in cursive script that reads "Gayle Williams".

for Mark Reynolds

Enclosure

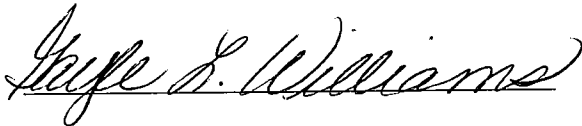
**VERIFIED STATEMENT OF AFFILIATED INTEREST TRANSACTION**

Qwest Corporation

WAC 480-120-375 states:

Prior to the effective date of any contract or arrangement described in RCW 80.16.020, each telecommunications company subject to the provisions of chapter 80.16 RCW must file a verified copy or a verified summary, if unwritten, of contracts or arrangements, except for transactions provided at tariff rates, with any affiliated interest. Prior to the effective date of any modification or amendment, the company must file verified copies of the modifications or amendments to the contracts or arrangements. If the contract or arrangement is unwritten, the company must file a verified summary of any modification or amendment. The commission may institute an investigation and disapprove the contract or arrangement if the commission finds the company has failed to prove that it is reasonable and consistent with the public interest.

Gayle L. Williams, Senior Finance/Business Analyst of Qwest Corporation certifies that the attached Qwest Total Advantage Agreement-Amendment 5 describes the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.



Gayle L. Williams

Dated at Seattle this 18th day of October, 2006

**AMENDMENT TO  
QWEST TOTAL ADVANTAGE® AGREEMENT  
Annual Assessment**

THIS AMENDMENT NO. No. Five (this "Amendment") by and between Qwest Communications Corporation ("Qwest") and Qwest Corporation ("Customer"), hereby amends the Qwest Total Advantage Agreement, Qwest Content ID: 106204, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. For the purposes of this Amendment and the Agreement, Qwest and Customer shall be deemed not to be Affiliates of each other.

**CUSTOMER: QWEST CORPORATION**

By: *Carla Stewart*  
Name: Carla Stewart  
Title: VP-Finance  
Date: 10/13/06

**QWEST COMMUNICATIONS CORPORATION**

By: *Brian Spading*  
Name: Brian Spading  
Title: VP-Wholesale Ops  
Date: 10/12/06

Qwest and Customer wish to amend the Agreement as follows:

**1. Term and Revenue Commitment.** By checking one of the boxes below, Customer indicates whether it is increasing the length of its existing Term and/or increasing the amount of its existing Revenue Commitment as set forth in the Agreement. Customer understands and agrees that it may not decrease the length of its existing Term or reduce the amount of its existing Revenue Commitment.

- No Changes.** Customer's existing Initial Term, existing Revenue Commitment, and existing QTA Discount as set forth in the Agreement will remain in effect.
- New Initial Term.** The parties agree to start a new Initial Term that begins on the Amendment Effective Date. Customer's existing Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are : not applicable.
- Extension of the Initial Term.** The parties agree to extend the existing Initial Term, which will retain the Agreement's existing Effective Date. Customer's existing Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.
- New Revenue Commitment.** Customer's new Revenue Commitment; existing Revenue Commitment Term (if such phrase is used in the Agreement) or existing Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.
- New Revenue Commitment and New Initial Term.** The parties agree to increase the Revenue Commitment and start a new Initial Term that begins on the Amendment Effective Date. Customer's new Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.
- Extension of Initial Term and New Revenue Commitment.** The parties agree to extend the existing Initial Term, which will retain the Agreement's existing Effective Date, and increase the Revenue Commitment. Customer's new Revenue Commitment; new Revenue Commitment Term (if such phrase is used in the Agreement) or new Term (if the phrase "Revenue Commitment Term" is not used in the Agreement); and new QTA Discount are not applicable.

Any new Revenue Commitment, new QTA Discount or new Qwest Total Advantage rates applicable to Customer's existing Services will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date. When the Agreement renews or restarts, Qwest will apply: (a) for Dynamic Rates, the then-current rates unless Customer received a promotional net rate; or (b) for Static Rates, the rates that are in effect at the time the service is ordered. After the conclusion of each Service's minimum service period, Qwest reserves the right to modify Static Rates and promotional discounts off Dynamic Rates upon not less than 30 days prior written notice to Customer; provided that Qwest may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. The new QTA Discount in this Section 1 is otherwise in lieu of, and supersedes and replaces in its entirety, the QTA Discount that Customer previously received under the Agreement.

**2. Addition of Services.** By checking the box below, Customer indicates it is adding a new Service Exhibit to the Agreement. If the box is not checked below, Customer's existing Services as set forth in the Agreement will remain in effect.

- New Service Exhibit(s) is/are being added.** Customer requests the following new Services: **Domestic Voice Service**

Customer requests through this Amendment to add new Service(s) and corresponding new Service Exhibit(s) to the Agreement. The Services set forth in the Service Exhibit(s) attached to this Amendment will be added to, and constitute a part of, the Agreement and the existing Services. When Customer adds new Service, the following rates will apply: (a) if Service is subject to a promotion, the promotional rate; (b) if rates are Dynamic Rates, (i) the rates in effect at the time the Agreement was signed if the original Agreement Effective Date still applies, (ii) the rates in effect at the time of the Amendment Effective Date if a new Initial Term is selected, or (iii) the

**AMENDMENT TO  
QWEST TOTAL ADVANTAGE<sup>®</sup> AGREEMENT  
Annual Assessment**

rates in effect at the time the Agreement renewed; and (c) if the rates are Static Rates, the then-current rates. The definition of Services in the Agreement will include the Services in the Service Exhibits attached to this Amendment.

**3. Modifications.** The Agreement is amended as follows:

**3.1 General**

(a) The definition of "Contributory Charges" is amended to include QCC Qwest Choice™ Unlimited, and "Qwest Wireless Contributory Service", which is business wireless phone service provided by Qwest Wireless, L.L.C.

(b) If Qwest Interprise America, Inc.'s ("QIA") Select Advantage™ Terms are added via this Amendment, the QCC signature on this Amendment means that QCC is acting as QIA's agent for those terms.

(c) Qwest will provide Service if: (i) there is a valid, accurate, and complete Order Form submitted by Customer; (ii) adequate capacity is available; and (iii) Qwest accepts the Order Form.

(d) Qwest reserves the right to change material features or functions of Service upon not less than 30 days prior written notice; provided that Qwest may reduce the foregoing notice period, as necessary, if such modification is based upon Regulatory Activity.

(e) The Definitions Section is amended to include Dynamic Rates and Static Rates; "Dynamic Rates" means rates based upon Qwest database entries which may change as described in this Agreement. "Static Rates" means rates that are in effect at the time service is ordered and which may change as described in this Agreement.

**3. 2. CPNI** The following CPNI Section is added to the Agreement.

(a) "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

(b) Telecommunications companies are required by law to treat Customer Proprietary Network Information (CPNI) confidentially. Customer agrees that Qwest may share CPNI within its business operations (such as its wireless, local, long distance, and broadband services divisions), as well as with businesses acting on Qwest's behalf, to determine whether Customer could benefit from the wide variety of Qwest products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing Qwest in writing. Customer's decision regarding Qwest's use of CPNI will not affect the quality of service Qwest provides Customer.

**4. Miscellaneous.** This Amendment will 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, if under applicable law, this Amendment, or notice thereof, must be filed with a governmental entity, including, but not limited to, a state public utility commission, this Amendment shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred. All other terms and conditions in the Agreement will 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 will control.

**QWEST TOTAL ADVANTAGE® AGREEMENT  
DOMESTIC VOICE SERVICE EXHIBIT**

**1. General; Definitions.** Except as set forth in this section or elsewhere in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement. Qwest will provide domestic Voice Services ("Service") under the terms of the Agreement, Services Schedule, Tariff, and this Service Exhibit.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is subject to change.

"Tariff" includes Qwest state tariffs, price lists, price schedules, administrative guidelines, catalogs, QCC's Rates and Services Schedule ("RSS") posted at [www.qwest.com/legal/](http://www.qwest.com/legal/) ("RSS") and other rate and term schedules, all incorporated by this reference. Qwest reserves the right to amend, change, withdraw or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

**2. Service.**

**2.1 Description.** Voice Service consists of domestic Long Distance, domestic Toll Free, domestic Virtual Network Service ("VNS"), domestic worldcard®, and domestic Directory Assistance Services. Domestic Long Distance Service is available both interstate and intrastate, through switched and dedicated facilities. Toll Free Services is also available through switched or dedicated facilities. Qwest is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Directory Assistance offers one rate to Voice Service customers domestically. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: 1) the standard option includes Qwest's trademarks and telephone number; 2) the "cologo" option includes Qwest's and Customer's names and trademarks and/or logos and will include either Qwest's or Customer's telephone number; and 3) the "private label" option only includes Customer's names trademarks and/or logos and will include either Qwest's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants Qwest permission to create a card using Customer's name, trademarks and/or logos as provided to Qwest by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, Qwest will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold Qwest harmless for any costs, fees, damages, or expenses of any sort incurred by Qwest as a result of claims arising from Qwest's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed herein, Customer will pay to Qwest any set-up charges associated with the design and production of the cologo and private label cards. Qwest will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and Qwest will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay Qwest the set-up charges for the replacement cards.

**2.2 Domestic IP Voice.** Domestic IP Voice Service consists of OneFlex® IP intrastate and interstate dedicated Long Distance and OneFlex IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the Service Guide, AUP, and applicable sections of the Domestic Inbound/Outbound Voice Service Level Agreement ("SLA") which are posted at <http://www.qwest.com/legal/>. Qwest reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that Qwest believes is adversely affecting other customers on the Qwest network. The Service Guide and AUP are incorporated into the Agreement by this reference. Qwest may reasonably modify the Service Guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the Web site.

**2.3 Order of Precedence.** In the event of a conflict in any term of any documents that govern the provision of Service hereunder, the following order of precedence will apply in descending order of control: Tariff, Service Exhibit, Agreement, Services Schedule, and any Order Form.

**3. Term.** This Service Exhibit will expire or terminate coterminous with the Agreement, unless terminated earlier by either party by providing 60 days advance written notice.

**4. Charges.** Customer will pay all applicable rates and charges as set forth in the Domestic Voice Service Pricing Attachment, in the Tariff, or Order Form. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether Qwest notifies Customer of Service availability. The Rates include the QTA discount, if any. The Rates do not include costs associated with local access or CPE, which rates are described in the Service Exhibits specific to those services or in a separate agreement for such service. Domestic Outbound Long Distance, domestic Toll-Free,

**QWEST TOTAL ADVANTAGE® AGREEMENT  
DOMESTIC VOICE SERVICE EXHIBIT**

domestic VNS, and domestic worldcard voice services will be charged at the QTA rates in the Services Schedule, which include the QTA Discount. Those rates will be used for calculating Contributory Charges.

**QWEST TOTAL ADVANTAGE® AGREEMENT  
DOMESTIC VOICE SERVICE EXHIBIT  
PRICING ATTACHMENT**

Domestic Interstate Outbound Long Distance and Toll Free Switched Origination – Switched Termination	Per Minute Rate – Initial Term		
Revenue Commitment (per Month / per Year)	1 Year	2 Years	3 Years
\$100.00 / \$1,200.00	\$0.0652	\$0.0637	\$0.0602
\$500.00 / \$6,000.00	\$0.0645	\$0.0630	\$0.0596
\$1,000.00 / \$12,000.00	\$0.0639	\$0.0624	\$0.0590
\$2,500.00 / \$30,000.00	\$0.0633	\$0.0578	\$0.0561
\$5,000.00 / \$60,000.00	\$0.0625	\$0.0573	\$0.0556
\$10,000.00 / \$120,000.00	\$0.0620	\$0.0564	\$0.0547
\$15,000.00 / \$180,000.00	\$0.0612	\$0.0558	\$0.0540
\$20,000.00 / \$240,000.00	\$0.0600	\$0.0550	\$0.0532
\$30,000.00 / \$360,000.00	\$0.0588	\$0.0538	\$0.0525
\$50,000.00 / \$600,000.00	\$0.0580	\$0.0526	\$0.0510
\$75,000.00 / \$900,000.00	\$0.0572	\$0.0518	\$0.0500

Domestic Interstate Outbound Long Distance Dedicated Origination – Switched Termination and Toll Free Switched Origination – Dedicated Termination	Per Minute Rate – Initial Term		
Revenue Commitment (per Month / per Year)	1 Year	2 Years	3 Years
\$100.00 / \$1,200.00	\$0.0550	\$0.0525	\$0.0500
\$500.00 / \$6,000.00	\$0.0470	\$0.0450	\$0.0425
\$1,000.00 / \$12,000.00	\$0.0450	\$0.0435	\$0.0410
\$2,500.00 / \$30,000.00	\$0.0440	\$0.0400	\$0.0390
\$5,000.00 / \$60,000.00	\$0.0430	\$0.0394	\$0.0383
\$10,000.00 / \$120,000.00	\$0.0425	\$0.0387	\$0.0375
\$15,000.00 / \$180,000.00	\$0.0420	\$0.0383	\$0.0371
\$20,000.00 / \$240,000.00	\$0.0410	\$0.0376	\$0.0364
\$30,000.00 / \$360,000.00	\$0.0400	\$0.0370	\$0.0361
\$50,000.00 / \$600,000.00	\$0.0390	\$0.0365	\$0.0355
\$75,000.00 / \$900,000.00	\$0.0385	\$0.0358	\$0.0350

Domestic Interstate VNS Switched Origination – Dedicated Termination	Per Minute Rate – Initial Term		
Revenue Commitment (per Month / per Year)	1 Year	2 Years	3 Years
\$100.00 / \$1,200.00	\$0.0550	\$0.0525	\$0.0500
\$500.00 / \$6,000.00	\$0.0470	\$0.0450	\$0.0425
\$1,000.00 / \$12,000.00	\$0.0450	\$0.0435	\$0.0410
\$2,500.00 / \$30,000.00	\$0.0440	\$0.0400	\$0.0390
\$5,000.00 / \$60,000.00	\$0.0430	\$0.0394	\$0.0383
\$10,000.00 / \$120,000.00	\$0.0425	\$0.0387	\$0.0375
\$15,000.00 / \$180,000.00	\$0.0420	\$0.0383	\$0.0371
\$20,000.00 / \$240,000.00	\$0.0410	\$0.0376	\$0.0364
\$30,000.00 / \$360,000.00	\$0.0400	\$0.0370	\$0.0361
\$50,000.00 / \$600,000.00	\$0.0390	\$0.0365	\$0.0355
\$75,000.00 / \$900,000.00	\$0.0385	\$0.0358	\$0.0350

Domestic Interstate VNS Dedicated Origination – Dedicated Termination	Per Minute Rate – Initial Term		
Revenue Commitment (per Month / per Year)	1 Year	2 Years	3 Years
\$100.00 / \$1,200.00	\$0.0454	\$0.0439	\$0.0413
\$500.00 / \$6,000.00	\$0.0422	\$0.0408	\$0.0384
\$1,000.00 / \$12,000.00	\$0.0405	\$0.0392	\$0.0369
\$2,500.00 / \$30,000.00	\$0.0396	\$0.0360	\$0.0351
\$5,000.00 / \$60,000.00	\$0.0387	\$0.0355	\$0.0345
\$10,000.00 / \$120,000.00	\$0.0383	\$0.0348	\$0.0338
\$15,000.00 / \$180,000.00	\$0.0378	\$0.0345	\$0.0334
\$20,000.00 / \$240,000.00	\$0.0369	\$0.0338	\$0.0328

**QWEST TOTAL ADVANTAGE® AGREEMENT  
DOMESTIC VOICE SERVICE EXHIBIT**

\$30,000.00 / \$360,000.00	\$0.0360	\$0.0333	\$0.0325
\$50,000.00 / \$600,000.00	\$0.0351	\$0.0329	\$0.0320
\$75,000.00 / \$900,000.00	\$0.0347	\$0.0322	\$0.0315

**Interstate worldcard Service.** Customer may select one of the following two options:

<b>Domestic Interstate worldcard Option 1</b>	<b>Rate</b>
<i>Origination – Termination</i>	
Switched – Switched per minute	Per Domestic Interstate Outbound Long Distance and Toll Free Switched Origination – Switched Termination table above
Per Call Surcharge from Non-Payphone	\$0.3500
Per Call Surcharges from Payphone	\$0.3500 plus \$0.5500 surcharge per payphone call

<b>Domestic Interstate worldcard Option 2</b>	<b>Rate</b>
<i>Origination – Termination</i>	
Switched – Switched per minute	\$0.1700
Per Call Surcharge from Non-Payphone	\$0.0000
Per Call Surcharges from Payphone	\$0.5500 surcharge per payphone call

**Intrastate and intraLATA worldcard Service.** Customer may select one of the following two options:

<b>Domestic IntraState and IntraLATA worldcard Option 1</b>	<b>Rate</b>
<i>Origination – Termination</i>	
Switched – Switched per minute	Per Tariff for particular State
Per Call Surcharge from Non-Payphone	\$0.3500
Per Call Surcharges from Payphone	\$0.3500 plus \$0.5500 surcharge per payphone call— all states, except: \$0.4900 surcharge—Colorado \$0.5000 surcharge—Maryland, Mississippi, and South Carolina \$0.3000 surcharge—Washington

<b>Domestic IntraState and IntraLATA worldcard Option 2</b>	<b>Rate</b>
<i>Origination – Termination</i>	
Switched – Switched per minute	\$0.2500
Per Call Surcharge from Non-Payphone	\$0.0000
Per Call Surcharges from Payphone	\$0.5500 surcharge per payphone call—all states, except: \$0.4900 surcharge—Colorado \$0.5000 surcharge—Maryland, Mississippi, and South Carolina \$0.3000 surcharge—Washington

<b>Domestic Interstate Directory Assistance</b>	<b>Per Call Rate (all states)</b>
Directory Assistance – per call	\$1.9900