



**Qwest Corporation**  
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Mark S. Reynolds  
Assistant Vice President  
Public Policy & Regulatory Affairs

July 22, 2009

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 Qwest Communications Corporation (QCC). This is Amendment 7 to the Qwest Total Advantage Agreement which was filed under Docket UT-050304. 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

RECEIVED  
RECORDS MANAGEMENT  
2009 JUL 23 AM 8:53  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

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 Amendment 7 to the Qwest Total Advantage Agreement describes the affiliate arrangement between Qwest Corporation and Qwest Communications Corporation.

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 22nd day of July, 2009.

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

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)** Qwest is required by law to treat CPNI confidentially. Customer agrees that Qwest may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on Qwest's behalf, to determine if 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.

**3.3 Licenses; Dispatch Fee.** The following section is added to the Agreement.

If Qwest must access a building that houses Customer's premises to install, operate, or maintain Service or associated Qwest equipment, Customer will provide or secure at Customer's expense the following items: (a) appropriate space and power; and (b) rights or licenses.

Any facility or equipment repairs on Customer's side of the demarcation point are Customer's responsibility. If Customer requests a technician visit for a problem that Qwest determines: (a) not to be caused by Qwest facilities or equipment on the Qwest side of the demarcation point; or (b) is on Customer's side of the demarcation point, Qwest will assess a separate dispatch fee. Qwest will notify Customer and obtain Customer's authorization before dispatching a technician.

**4. Miscellaneous.** This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by reference into the Agreement. 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.

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

**THIS AMENDMENT NO. Seven** (this "Amendment") by and between **Qwest Communications Company, LLC** ("Qwest" or "QCC") f/k/a Qwest Communications Corporation and **Qwest Corporation** ("Customer"), hereby amends the Qwest Total Advantage Agreement, as it may have been previously amended, Qwest Content ID: 106204, 120833, 129554, 150899, 187629, 188811, and 202656 (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

**CUSTOMER: QWEST CORPORATION**

**QWEST COMMUNICATIONS COMPANY, LLC**

By: 

By: 

Name: STEVEN SWAIN

Name: WARREN MICHENS

Title: VP-FINANCE

Title: VP-CUSTOMER SERVICE OPS.

Date: JULY 15, 2009

Date: 07/15/09

Qwest and Customer wish to amend the Agreement as follows:

**1. Deletion of Services.** Qwest and Customer agree to terminate the Qwest Integrated Management Service Exhibit and all Integrated Management Services provided under the Agreement without Early Termination Charges. Customer is responsible for all charges for those removed Services through the date of termination.

**2. New Revenue Commitment.** In recognition of the termination of the Integrated Management Service Exhibit, the Revenue Commitment for the fourth Annual Period (and any succeeding Annual Periods) is reduced to \$3,368,000.

**3. Modifications.** To the extent that the following provisions are not already in the Agreement or in a previous amendment, they are added through this Amendment. The Agreement is amended as follows:

**3.1 General**

(a) The definition of Contributory Charges is deleted and replaced with the following: "Contributory Charges" means: (a) all MRCs and usage charges for Services ordered under this Agreement after the Effective Date and incurred during the Term; and (b) all MRCs and usage charges for QC Contributory Services, QCC Logic™, QCC Qwest Choice™ Unlimited, Desktop Management Services, Telecom Management Services, and QCC Keynote Perspective™ ordered before or after the Effective Date under separate agreements and incurred during the Term. Contributory Charges do not include NRCs; Local Access, pass-through, and uncollectible charges; Taxes; Conferencing advanced feature charges; worldcard® payphone surcharges; other surcharges; issued credits; or other charges not specified as Contributory Charges under this Agreement.

(b) 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.

(c) Qwest may change features or functions of its Services; for material changes, Qwest will provide 30 days prior written notice, but may provide a shorter notice period if the change is based upon Regulatory Activity.

(d) If Services are provided pursuant to a Tariff, RSS, or ISS, as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, Agreement, RSS, ISS, and Order Form.

(e) The Definitions Section is amended to include the following:

"Detailed Description" is defined in the Select Advantage Service Exhibit.

"Dynamic Rates" means rates based upon Qwest database entries which may change as described in this Agreement.

"ISS" means Information Services Schedule posted at the following site and is subject to change. [http://tariffs.qwest.com:8000/idc/groups/public/documents/service\\_agreements/qcc\\_info\\_services.pdf](http://tariffs.qwest.com:8000/idc/groups/public/documents/service_agreements/qcc_info_services.pdf).

"Regulatory Activity" is a regulation or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. Qwest reserves the right to amend, change, withdraw or file additional Tariffs or RSS in its sole discretion, with such updated Tariffs or RSS effective upon posting or upon fulfillment of any necessary regulatory requirements.

"RSS" means as applicable: QCC's International Rates and Services Schedule posted at [http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_qcc\\_rss2.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qcc_rss2.htm), QCC's Interstate Rates and Services Schedule posted at [http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc\\_qcc\\_rss\\_no\\_3.htm](http://tariffs.qwest.com:8000/idc/groups/public/documents/rss/htmltoc_qcc_rss_no_3.htm), and other rate and term schedules, incorporated by this reference.

"Service Descriptions" is defined in the Managed Applications Service Exhibit.

"Static Rates" means rates that are in effect at the time service is ordered and which may change as described in this Agreement.

"Tariff" includes as applicable: QCC state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules, incorporated by this reference.

**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