

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

1. PARTIES	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
Name of Party:	Umpqua Telecom Services Corp. dba Rio Networks	Qwest Corporation
Contact for Processing Questions:		
Name:	Mark Bilton-Smith	Carla Butler
Telephone:	(541) 673-3772	(503) 242-5420
E-mail:	mark.b@rio.com	carla.butler@qwest.com
Contact for Legal Questions (if different):		
Name:		
Telephone:		
E-mail:		
Other Persons wanting E-mail service of documents (if any):		
Name:	Resha Cason	Steve Dea
E-mail:	resha.c@rio.com	intagree*qwest.com~

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB
- Parties to prior agreement &

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB

Amendment: Amends an existing carrier-to-carrier agreement.
Docket ARB

**Miscellaneous Services Amendment to the Interconnection Agreement
between
Qwest Corporation
and
Umpqua Telecom Services Corp. dba Rio Networks
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Umpqua Telecom Services Corp. dba Rio Networks ("CLEC"). Qwest 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 Oregon, which was approved by the Public Utility Commission of Oregon ("Commission") on November 14, 2007; and

WHEREAS, the Parties agree to amend the Agreement 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, conditions and rates for certain Miscellaneous Services as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment upon execution.

Further Amendments

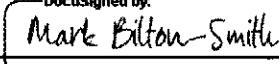
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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.

**Umpqua Telecom Services Corp.
dba Rio Networks**

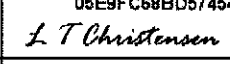
DocuSigned by:

 Signature FA8955B810F940E...

Mark Bilton-Smith
 Name Printed/Typed

President
 Title

8/9/2011
 Date

Qwest Corporation

05E9FC68BD57454...

 Signature DocuSigned By: L. T. Christensen

L. T. Christensen
 Name Printed/Typed

Director – Wholesale Contracts
 Title

8/9/2011
 Date

ATTACHMENT 1

Miscellaneous Services

8.3.1.22 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.1.23 Engineering Labor. Provides the planning and engineering of CLEC collocated equipment at the time of installation, change or removal.

8.3.1.24 Installation Labor. Provides for the installation, change or removal of CLEC collocated equipment.

Exhibit A
Oregon
Rio Networks

				Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election					
				Options	FCC ISP Ordered			Notes		
					Processing	Processing Post-Call	Non- Processing	1	2	3
8.0 Collocation										
8.1 All Collocation										
8.1.21 Miscellaneous Services										
8.1.21.1 Maintenance Labor, per Half Hour										
8.1.21.1.1 Regular Hours Rate (see rate in 8.2.2.1)										
							\$20.48			15
							\$43.81			1
8.1.21.2 Engineering Labor, per Half Hour										
8.1.21.2.1 Regular Hours Rate (see rate in 8.2.5.1)										
							\$25.79			
							\$48.90			1
8.1.21.3 Installation Labor, per Half Hour										
8.1.21.3.1 Regular Hours Rate (see rate in 8.2.6.1)										
							\$20.48			15
							\$46.43			1
NOTES:										
1	Rates not addressed in a Cost Docket (estimated TELRIC)									
15	Rate for this element is the same as a rate in a different section of Exhibit A.									