
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 *Requesting Carrier* *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

Other Persons wanting E-mail service of documents (if any):

Name:

E-mail:

2. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

___ Adoption: Adopts interconnection agreement previously approved by the Commission.

Parties to prior agreement _____ & _____

Approved in Docket ARB _____, Order No(s). _____

- Does filing adopt amendments to base agreement previously approved by the Commission?

___ NO

___ YES, approved in Docket ARB _____, Order No(s). _____

___ New Agreement: Seeks approval of new negotiated agreement.

- Does this filing replace an agreement between the same parties that was previously approved by the Commission?

___ NO

___ YES, approved in Docket ARB _____, Order No(s). _____

___ Amendment: Amends an existing carrier-to-carrier agreement.

- If the original agreement was negotiated, has it been approved by Commission?

___ NO, decision pending in Docket ARB _____

___ YES, approved in Docket ARB _____, Order No(s). _____

- If original agreement was an adoption, what was its docket number? Docket ARB _____

___ Other: Please explain.

**Bill and Keep Amendment
to the
Interconnection Agreement
between
Qwest Corporation
and
McLeodUSA Telecommunications Services, Inc.
for the State of Oregon**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Oregon Public Utility Commission ("Commission") on December 19, 2000 ("Agreement"); and

WHEREAS, the Parties entered into an Amendment for Reciprocal Compensation submitted to the Commission on April 27, 2001 in which the Parties agreed not to bill each other for any rate element necessary for transporting or terminating local and Internet-related calls which originate and terminate in the same local calling area; and

WHEREAS, the bill and keep provisions of the Amendment for Reciprocal Compensation, as described above, terminated on December 31, 2002;

WHEREAS, the Parties have continued to treat reciprocal compensation as bill and keep on a month-to-month basis since December 31, 2002; and

WHEREAS, the Parties wish to amend the Agreement by extending the terms and conditions contained in the Amendment for Reciprocal Compensation.

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:

1. Amendment Terms

Section (C)2.3.4.1.5, which was added to Part C, Section 2, Reciprocal Traffic Exchange, of the Agreement via the Amendment for Reciprocal Compensation, is hereby replaced in its entirety with the following:

(C)2.3.4.1.5 Other provisions of this Agreement to the contrary notwithstanding, and based upon the fact that the voice traffic exchanged between the Parties historically has been roughly balanced, neither Party shall charge the other for any rate element necessary for transporting or terminating local and ISP-bound

traffic that originates and terminates in the same local calling area. This provision shall continue on a month-to-month basis so long as the Parties continue to operate under this Agreement.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Amendments; Waivers

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.

4. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

McLeodUSA Telecommunications Services, Inc.



Authorized Signature

David R. Conn

Name Printed/Typed
Vice President

Title

5/29/03

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed
Director – Business Policy

Title

6/4/03

Date