

Amendment 38  
OM 12-23-08  
**verizon** No Action

Verizon Northwest Inc.

P.O. Box 1003  
Everett, WA 98206-1003  
Fax: 425-261-5262

November 10, 2008

Washington Utilities and  
Transportation Commission  
P.O. Box 47250  
1300 S. Evergreen Park Drive SW  
Olympia, Washington 98504-7250

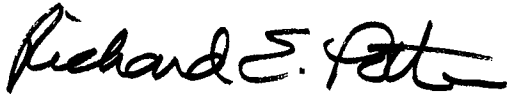
Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 373  
Ref. Docket UT-051247

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 38 to the telecommunications services agreement between MCI Communications Services, Inc. and Verizon companies, including Verizon Northwest Inc. The footers notwithstanding, the companies are not requesting confidential treatment of this document.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,



Richard E. Potter  
Director  
Public Affairs, Policy & Communications

Enclosure

RECEIVED  
COMMISSION  
2008 NOV 12 AM 8:02  
STATE OF WASH  
UTIL AND TRANSP  
COMMUNICATION

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 38 to the telecommunications services agreement between MCI Communications Services, Inc. and Verizon companies, including Verizon Northwest Inc.

Richard E. Potter Date: 11/10/07

Richard E. Potter  
Director  
Verizon Northwest Inc.

AMENDMENT 38  
TO THE  
TELECOMMUNICATIONS SERVICES AGREEMENT  
BETWEEN  
VERIZON SERVICES ORGANIZATION INC.  
AND  
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 38 to the Telecommunications Services Agreement (Contract No. TSA010302-1) (Agreement) by and between MCI Communications Services, Inc. d/b/a Verizon Business Services, a Delaware corporation, with offices at 6929 N. Lakewood Avenue, Tulsa, Oklahoma 74117 ("Provider"), and Verizon Services Organization Inc., a Delaware corporation, with offices at 6665 N. MacArthur Boulevard, Irving, Texas 75039 ("Customer") shall be effective on the date set forth below.

1. EFFECTIVE DATE

This Amendment 38 shall be effective upon full execution by both parties. Notwithstanding anything to the contrary contained in this Agreement, the term of this Agreement and the other terms and conditions hereof, are subject to applicable law and regulatory approval. Accordingly, although this Amendment is executed by both Parties, to the extent that any state statute, order, rule or regulation or any regulatory agency having competent jurisdiction over one or both parties to this Agreement, shall require that this Amendment or any subsequent amendment be filed with or approved by such regulatory agency before the amendment may be effective, the Amendment shall not be effective in such state until the first business day after such approval or filing shall have occurred.

2. REGULATORY APPROVAL

This Agreement is subject at all times to any statute, order, rule, or regulation or any state or regulatory agency having competent jurisdiction over one or both of the parties hereto or the services provide hereby. Verizon and Customer agree to cooperate with each other and with any applicable regulatory agency so that any and all necessary approvals may be obtained. During the term of this Agreement, the parties agree to continue to cooperate with each other in any review of this Agreement including subsequent amendments by a regulatory agency so that the benefits of this Agreement or such amendment may be achieved. If any such agency accepts this Agreement or any amendment in part and rejects it in part, or makes a material modification to the Agreement or amendment as a condition of its approval, either party may terminate the Agreement or Amendment in its entirety without penalty or liability.

3. INCREMENTAL CREDIT

The parties previously executed Amendment 37 pursuant to which Provider agreed to give Customer an Incremental Credit as described therein solely with respect to services provided under NASP ID 30GTES. The parties agree to modify such Amendment to make the Incremental Credit applicable to services provided under additional account numbers. Therefore, the parties agree to substitute the first sentence of Section 3 of Amendment 37 to read in its entirety as follows:

"Solely with respect to services provided under NASP ID 30GTES and Account Numbers 93251165 and 93251170, Provider agrees to give Customer a credit (the "Incremental Credit") for Customer's incremental ADVANCED TOLL SERVICE (Dedicated Access Line) minutes of use during the January, 2008 billing period through and including the December, 2008 billing period."

4. OTHER TERMS AND CONDITIONS

Except as specifically amended herein, the terms and conditions of the Agreement, including Amendment 37 and any other Amendments thereto, shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF the parties have entered into this Amendment 38 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Catherine Hopiard  
Signature

E. M. Ryan  
Signature

Catherine Hopiard  
Print Name

Edward M. Ryan  
Print Name

Manager - Wholesale Contract Management  
Title

Sr. Spl.  
Title

10-27-08  
Date

10-22-08  
Date