



Verizon Northwest Inc.

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

April 17, 2009

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

2009 APR 20 AM 8:01
UTIL. AND TRANSP.
COMMISSION

Subject: AFFILIATED INTEREST AGREEMENT – ADVICE NO. 387
Ref. UT-051247

To whom it may concern:

Enclosed for the Commission's file is a verified copy of Amendment 44 to a Telecommunications Service Agreement between Verizon Services Organization Inc., on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and MCI Communications, Inc. The footer notwithstanding, the companies are not seeking 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

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment 44 to a Telecommunications Service Agreement between Verizon Services Organization Inc., on behalf of Verizon telephone operating companies, including and Verizon Northwest Inc., and MCI Communications, Inc.

Richard E. Potter Date: 9.17.09

Richard E. Potter
Director
Verizon Northwest Inc.

AMENDMENT 44
TO THE
TELECOMMUNICATIONS SERVICES AGREEMENT
BETWEEN
VERIZON SERVICES ORGANIZATION INC.
AND
MCI COMMUNICATIONS SERVICES, INC.

This Amendment 44 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 44 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. AGREEMENT MODIFICATION

Effective as of January 1, 2009, the parties agree to modify the Agreement as follows:

4.1 Attachment C-5 (as restated in Amendment 18 and amended in Amendment 29 and further amended in Amendment 37), REPLACE Schedule ATF - A (DAL) on Page C-53 as follows:

SCHEDULE ATF-A (DAL)	
Advanced Toll Free Rates – Interstate Rates (Rates are discountable)	Base Rate
Flat Rate Cost Per Minute (CPM) – All LATAs	\$0.020
Advanced Toll Free – Interstate Discount Schedule	Discount
Monthly Revenue = \$0 - \$899,999	0.00%
Monthly Revenue = \$900,000 - \$1,249,999	35.00%
Monthly Revenue = \$1,250,000 and Over	53.00%
High Telco Adjustment	
Surcharge CPM (See Subsection 4.7)	
Interstate ATF Pricing Notes:	
1. A listing of high telcos can be found on Provider's web-based application Portfolio.	
2. Rates only apply for origination in contiguous U.S.	
3. Rates do not include Service Management System (SMS) pass-through charges.	
4. Billing increments for Domestic service are 18 second minimum, 6 second increments.	
5. ATF Interstate traffic must terminate via dedicated access from a Provider point of presence to a Customer-owned and operate location.	
6. In determining the ATF Interstate discount, monthly revenue is defined as ATF (DAL) Interstate usage only; the discount shall only be applied to ATF (DAL) Interstate Usage.	

4. OTHER TERMS AND CONDITIONS

Except as specifically amended herein, the terms and conditions of the Agreement, including any 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 44 as of the date set forth above.

MCI COMMUNICATIONS SERVICES, INC.

VERIZON SERVICES ORGANIZATION INC.

Catherine Hopiard
Signature

Dan Yong
Signature

Catherine Hopiard
Print Name

Dan Yong
Print Name

SSC Wholesale Contract Mgmt.
Title

Senior Consultant - Sourcing
Title

2/25/09
Date

2/18/09
Date