



UT-061254-ALL

Om 7-31-08

No Action

Verizon Northwest Inc.

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

June 11, 2008

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504-7250

RECEIVED
2008 JUN 13 AM 8:07
OFFICE OF THE
COMMISSIONER
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 356**
Ref. Docket UT-061254

Dear Ms. Washburn:

Enclosed for the Commission's file are verified copies of Amendment 11 and Service Schedule 011 to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business.

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 are true copies of Amendment 11 and Service Schedule 011 to a Master Services Agreement between Verizon telephone operating companies, including Verizon Northwest Inc., and Verizon Business.

Richard E. Potter Date: 6.11.08

Richard E. Potter
Director
Verizon Northwest Inc.

EXECUTION COPY

**AMENDMENT NO. 11 TO MASTER SERVICES AGREEMENT
FOR SELL ONE MORE SALES LEAD REFERRAL SERVICES**

THIS AMENDMENT NO. 11 (“Amendment 11”) to the Master Services Agreement (the “Agreement”), is effective as of the last date of signature by a Party (“Amendment Effective Date”), and is entered into by and among Verizon Services Corp., on behalf of the Verizon telephone operating companies set forth in Exhibit A to the Agreement (individually or collectively, “Verizon”), and Verizon Business Network Services Inc., on behalf of certain of its affiliated entities set forth in Exhibit A to the Agreement (individually or collectively “Verizon Business”) and on behalf of Verizon Network Integration Corp. (“VNIC”) and Verizon Select Services Inc. (“VSSI”). Verizon, Verizon Business, VNIC, and VSSI are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties, other than VNIC and VSSI, entered into the Agreement effective July 24, 2006; and

WHEREAS, Verizon desires to provide, and Verizon Business, VNIC, and/or VSSI desires to purchase, certain Sell One More Sales Lead Referral Services, as more fully described in the attached Service Schedule 011;

NOW, THEREFORE, in consideration of the mutual promises that follow, the Parties, intending to be legally bound hereby, agree as follows:

1. The Parties hereby agree to add Service Schedule 011, attached to this Amendment 11, entitled “Sell One More Sales Lead Referral Services” (“Service Schedule 011”), which is incorporated by reference and is made a part of the Agreement.
2. VNIC and VSSI are added to the Agreement, each as a Party and each to Exhibit A to the Agreement as Verizon Business entities.
3. Except as amended hereby, all other rates, terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment 11 and Service Schedule 011 may be executed in counterparts and by facsimile signature, each of which shall be an original, but all of which shall together constitute one and the same document.

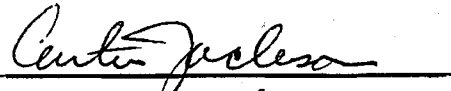
EXECUTION COPY

IN WITNESS WHEREOF, each of the Parties has caused this Amendment 11 to be duly executed by authorized representatives of each Party, effective as of the Amendment Effective Date.

Verizon Services Corp.

Verizon Business Network Services Inc.

By: 

By: 

Name: Brent Hampton

Name: Curtis Jackson

Title: Director-Contract Management

Title: Vice President - Finance, VSSI

Date: 6-4-08

Date: 6/2/08

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SERVICE SCHEDULE 011

SELL ONE MORE SALES LEAD REFERRAL SERVICES

1. **Request for Sales Lead Referral Services and Termination of such Services.** At the request of Verizon Business (as defined in the Agreement), Verizon Select Services Inc. ("VSSI"), or Verizon Network Integration Corp. ("VNIC"), the Verizon telephone operating companies (as defined in the Agreement) will provide sales lead referral services as described in this Service Schedule in accordance with the Agreement ("Sales Lead Referral Services"). Verizon Business, VNIC, VSSI, or Verizon may each terminate Sales Lead Referral Services or this Service Schedule by giving the other Parties (as defined in the Agreement) at least 60 days prior written notice.

2. **Sales Lead Referral Services and Coordination.** Eligible Verizon Employees (as defined below) of the Verizon telephone operating companies may make referrals for Qualified Sales Leads (as defined below) under the Verizon local telephone companies' Sell One More program for Eligible Products as defined below. The Eligible Products are provided by VNIC and/or VSSI only, subject to further agreement of the Parties by amendment of this Service Schedule.

VNIC, VSSI, Verizon, and Verizon Business will agree upon coordination of Qualified Sales Leads between the Parties, including, without limitation, recipients of Qualified Sales Leads by or on behalf of VSSI and/or VNIC, documentation supporting, and reporting on, Qualified Sales Leads by Eligible Verizon Employees, and other administration of Qualified Sales Leads.

3. **Eligible Verizon Employees, Qualified Sales Leads, Eligible Products.** Only Verizon telephone operating company employees who have their primary work location in the States set forth below in this Section 3 and who do not participate in any other Verizon sales incentive compensation plan ("Eligible Verizon Employees") will be eligible to submit Qualified Sales Leads for existing or potential domestic U.S. customers ("Eligible Customers") for Eligible Products of VNIC and/or VSSI. "Qualified Sales Leads" are sales leads for Eligible Products of VNIC and/or VSSI submitted by Eligible Verizon Employees under this Service Schedule and the Agreement prior to termination or expiration of the Agreement or this Service Schedule that result in an actual sale by VNIC and/or VSSI to Eligible Customers that is documented in a contract satisfactory to VNIC and/or VSSI, as applicable, and that is signed by or on behalf of VNIC and/or VSSI and the Eligible Customer. All contracts with Eligible Customers will be negotiated by VSSI and/or VNIC and not by Eligible Verizon Employees or Verizon telephone operating companies. "Eligible Products" are Customer Premises Equipment ("CPE") and/or related CPE services such as maintenance and installation services in each case provided by VNIC or VSSI. Sales lead referrals for all other products and services are not Eligible Products under the Agreement and this Service Schedule.

EXECUTION COPY

Arizona	Maryland	Oregon
California	Massachusetts	Pennsylvania
Connecticut	Michigan	Rhode Island
District Of Columbia	Missouri	South Carolina
Delaware	North Carolina	Texas
Florida	New Jersey	Virginia
Idaho	Nevada	Washington
Illinois	New York	Wisconsin
Indiana	Ohio	West Virginia

4. **Compensation.** The Verizon telephone operating company that employs the Eligible Verizon Employee who makes a Qualified Sales Lead will be compensated as follows for each Qualified Sales Lead made by such employee:

Pricing Criterion	Rate per Qualified Sales Lead
Fully Distributed Cost (which was higher than fair market value)	\$16.90

Verizon Services Corp.

Verizon Business Network Services Inc.

By: Brent Hampton

By: Curtis Jackson

Name: Brent Hampton

Name: Curtis Jackson

Title: Director - Contract Management

Title: Vice President - Finance, VSSI

Date: 6-4-08

Date: 6/2/08