

AMENDMENT #07

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada

Acting by and Through Its

NEVADA DEPARTMENT OF CORRECTIONS (NDOC)

5500 Snyder Avenue, Bldg 17

Carson City, NV 89701

Contact: Janet Hardy

Phone: (775) 887-3333 Fax: (775) 887-3343

Email: jahardy@doc.nv.gov

And

EMBARQ PAYPHONE SERVICES, INC.

DBA CENTURYLINK

1401 Curry Pike

Harrodsburg, KY 40330

Contact: Victoria L. Johnson

Phone: (888) 375-7318 Fax: (859) 734-9425

Email: Victoria.L.Johnson@centurylink.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #1628 and dated February 12, 2008, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Extends the contract from February 28, 2014 to August 28, 2014.

B. Increases anticipated revenue amount by \$2,670,000.00 for new estimated revenue of \$17,070,000.00.

Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective from subject to Board of Examiners' approval (anticipated to be November 16, 2010 to February 28, 2014, unless sooner terminated by either party as specified in paragraph (10).

6. **CONSIDERATION.** This is a revenue based contract. The parties agree that Contractor will provide the services specified in paragraph (5) and will provide a commission rate of 54.20% to be paid monthly with a Minimum Annual Guarantee amount per annum of \$2,400,000.00. The true-up to the commission rate to be in arrears annually. The total Minimum Annual Guarantee payable: in arrears each month of May, not to be less than \$14,400,000.00 for the initial term of this contract. In the event the contract is terminated prior to the contract end date and in accordance with Section 10 of this contract, vendor shall be responsible only for pro rata amount of the minimum annual guarantee. The final true up will occur at the time of the final payment. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective from subject to Board of Examiners' approval (anticipated to be October 8, 2013 to August 28, 2014, unless sooner terminated by either party as specified in paragraph (10).

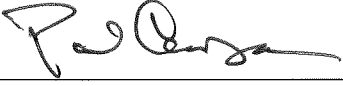
6. **CONSIDERATION.** This is a revenue based contract. The parties agree that Contractor will provide the services specified in paragraph (5) and will provide a commission rate of 54.20% to be paid monthly with a Minimum Annual

Guarantee amount per annum of \$2,400,000.00. The true-up to the commission rate to be in arrears annually. The total Minimum Annual Guarantee payable: in arrears each month of May, not to be less than \$17,070,000.00 for the initial term of this contract. In the event the contract is terminated prior to the contract end date and in accordance with Section 10 of this contract, vendor shall be responsible only for pro rata amount of the minimum annual guarantee. The final true up will occur at the time of the final payment. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.


- 2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract, Amendment #1, Amendment #2, Amendment #3, Amendment #4, Amendment #5 and Amendment #6) is attached hereto, incorporated by reference herein and made a part of this amended contract.
- 3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.


EMBARQ PAYPHONE SERVICES, INC.
DBA CENTURYLINK

 8/22/2013 GENERAL MANAGER
Independent Contractor's Signature Date Independent Contractor's Title

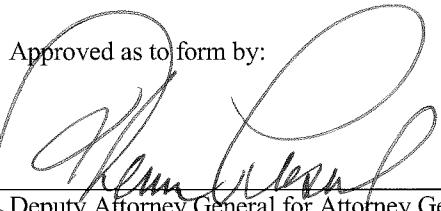
NEVADA DEPARTMENT OF CORRECTIONS

 9/3/2013 Deputy Director Support Services
Scott K. Sisco Date Title

APPROVED BY BOARD OF EXAMINERS


Signature – Board of Examiners

On: 10-8-13
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: 8/30/13
Date