

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN
STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS
AND AT&T CORP. FOR INSTALLATION AND OPERATION OF
AN INMATE TELEPHONE SYSTEM AT STATE CORRECTIONAL
INSTITUTIONS AND WORK FACILITIES**

This Second Amendment is made and entered into effective June 16, 1995, by and between the State of Washington Department of Corrections ("Department") and AT&T Corp., previously known as American Telephone and Telegraph Company ("Contractor" or "AT&T").

WHEREAS, Department and Contractor entered into an Agreement on March 16, 1992 for the Installation and Operation of an Inmate Telephone System at State Correctional Institutions and Work Facilities, bearing Contract No. CDOP2681 (the "Agreement");

WHEREAS, Department and Contractor entered into an Amendment No. 1 to the Agreement on November 30, 1994 for the purpose of modifying certain terms and conditions relating to Contractor's subcontractor GTE Northwest Incorporated;

WHEREAS, the parties now wish to further amend the Agreement to provide for the addition of certain call control features for calls carried by Contractor and for an increase in commissions on calls carried by Contractor;

NOW THEREFORE, Department and Contractor do mutually agree as follows:

1. Department and Contractor agree that Contractor shall arrange for the installation of certain call control features for intraLATA, interLATA and international calls carried by AT&T. The State Correctional Institutions and Work Facilities to receive such call control features and the installation schedule shall be determined by agreement between Department and Contractor. Contractor shall install and operate such call control features through its subcontractor Tele-Matic Corporation in accordance with the terms and conditions set forth in Attachment B and Exhibit 1 hereto, which are incorporated herein by reference.
2. Commencing on the 16th day of the month following the signing of this Amendment by Department, the commission rate paid by AT&T under the Agreement shall increase to twenty-nine percent (29%) on billed revenues from operator-assisted intraLATA, interLATA and international calls carried by AT&T.

3. Except as set forth above and in Amendment No. 1, the Agreement remains unchanged and its terms and conditions in full force and effect.

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

By: [Signature]
(Signature)
Gary Banning
(Typed or Printed Name)
Administrator
Office of Contracts & Regulations
(Title)
7/24/95
(Date)

AT&T CORP.

By: [Signature]
(Signature)
C. V. [Signature]
(Typed or Printed Name)
Sales Director
(Title)
8-5-95
(Date)

Approved as to Form:

OFFICE OF THE ATTORNEY GENERAL
STATE OF WASHINGTON

By: [Signature]
(Signature)
John Scott Blanton
(Typed or Printed Name)
Sr. Asst. Atty. Gen.
(Title)
8/11/95
(Date)

ATTACHMENT B AMENDMENT TO AT&T COMMISSION AGREEMENT

INMATE CALLING SERVICE

The Agreement entered into on _____ 16, 199 ____, (hereinafter "Agreement") between AT&T Communications Inc. acting on behalf of the Interstate Division of the American Telephone and Telegraph Company and the AT&T Communications interexchange companies (hereinafter "AT&T") and _____ (hereinafter "Agent") is hereby amended to include the following:

FACILITY NAME

1. AT&T agrees that there will be no additional cost to Agent for AT&T's provision of AT&T Inmate Calling Services ("ICS") to Agent. This Amendment shall apply to all inmate telephones at the Locations, whether such telephones are provided by a LEC, by AT&T, or by AT&T's vendor. The customized ICS elements requested by Agent for each facility are specified in Exhibit 1 hereto.

2. In order to provide ICS, AT&T will cause certain "control" equipment to be placed at either Agent's premises or an off-premises location; however, that to the extent such equipment is already in place at the Agent's premises and compatible with ICS, AT&T will use that existing equipment. The ICS equipment shall be maintained in proper working order to insure the functioning of the ICS features. If the equipment is placed at the Agent's premises, Agent shall provide necessary space, power, heat, air conditioning, and any other reasonable requirements necessary for the functioning of the equipment required to provide ICS. Agent shall permit AT&T or its vendor reasonable access to the equipment in order to maintain the equipment.

3. All equipment placed pursuant to paragraph 2 above to provide ICS shall remain the property of AT&T or its vendor, as the case may be, and at the termination or expiration of this agreement, AT&T shall have the right to enter the premises, under the supervision of Agent, and remove any said equipment placed thereon pursuant to paragraph 2 above. Upon removal of the equipment, neither AT&T nor its vendor shall be responsible for restoring the premises to their original condition, provided

however, that AT&T or its vendor shall be responsible for any extraordinary damage to the premises to the extent such damage is caused by the negligence of AT&T or its vendor.

4. In the event, AT&T is unable to provide ICS as of the effective date of this Agreement, as defined in Section 3 of the Agreement, then AT&T will provide its standard live operator services to connect the inmate's call to the called party until it is able to provide ICS.

5. The commission rate payable to Agent for each Location listed in Attachment A, is _____ Percent (___ %) of revenues from AT&T Non-Sent Paid Collect Calls placed from the inmate Telephones, the total number of which is _____.

6. Except in the event of a material default by AT&T in its performance under the Agreement, if Agent terminates the Agreement at any time prior to the expiration of the term of the Agreement, in addition to any other remedies available to AT&T at law or in equity, Agent shall pay a termination charge to AT&T, within thirty (30) days of such termination, calculated in the following manner:

Twenty-six and one-half cents (\$0.265) times (x) the average number of messages per month, times (x) the number of months remaining in the term of the Agreement at the time of termination.

7. In the event of any dispute or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall prevail.

AGENT/FACILITY _____

AT&T COMMUNICATIONS, INC.

Authorized Signature _____

Authorized Signature _____

Typed or Printed Name _____

Typed or Printed Name _____

Title _____

Title _____

Date _____

Date _____

Federal Tax ID _____

EXHIBIT 1 AT&T INMATE CALLING SERVICE COMMISSION AGREEMENT

AGENT INFORMATION

Agent Name: _____ Date Contract Signed: _____

Expected Implementation Date: _____

<u>Facility Name</u>	<u>Number of Inmates</u>

CONTROLS REQUESTED

	<u>Yes</u>	<u>No</u>	<u>Details</u>
ON-PREMISE	_____	_____	
OFF PREMISE	_____	_____	
PIN	_____	_____	IF YES: With list _____ Without list _____
LOCAL TIME LIMITS	_____	_____	IF YES: Length of time _____
LOCAL DISTANCE TIME LIMITS	_____	_____	IF YES: Length of time _____
HOUR OF DAY RESTRICTIONS	_____	_____	IF YES: Specify Hours _____
TOTAL DURATION RESTRICTION	_____	_____	IF YES: Specify _____
NUMBER OF CALLS RESTRICTION	_____	_____	IF YES: Specify _____
PASSIVE CALL ACCEPTANCE	_____	_____	
ACTIVE CALL ACCEPTANCE	_____	_____	
ADDITIONAL EQUIPMENT NEEDED	_____		

