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: Gary Banning
Administrator
Office of Contracts & Regulations
7/24/95
(Date)

AT&T CORP.

By: Eddy
d (Signature)
(AT&T Corp. Representative)
7-25-95
(Date)

Approved as to Form:
OFFICE OF THE ATTORNEY GENERAL
STATE OF WASHINGTON

By: John Scott Blumen
(Date)
ATTACHMENT B
AMENDMENT TO AT&T COMMISSION AGREEMENT

INMATE CALLING SERVICE

The Agreement entered into on ______________16, 199__ (hereafter “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:

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 hereof.

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 ensure 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 ________________________________

Authorized Signature ________________________________

Type or Printed Name ________________________________

Title ________________________________

Date ________________________________

Federal Tax ID ________________________________

AT&T COMMUNICATIONS, INC.

Authorized Signature ________________________________

Type or Printed Name ________________________________

Title ________________________________

Date ________________________________

(over, please)
# AT&T INMATE CALLING SERVICE COMMISSION AGREEMENT

## Agent Information

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## Controls Requested

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*AT&T*