

CONTRACT AMENDMENT

Amendment #3	Original Contract CMS # 25902	Amendment CMS # 63957
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Value-Added Communications, Inc., (hereinafter called "Contractor"), and the STATE OF COLORADO, acting by and through the Department of Corrections, Division of Correctional Industries, dba CCI Colorado Correctional Industries, (hereinafter called the "State"); individually they are referred to as a "Party," and collectively, as the "Parties."

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) START DATE

This Amendment shall take effect on the later of its Effective Date or February 28, 2014 (hereafter, the "Start Date").

4) FACTUAL RECITALS

The Parties entered into the Contract for/to provide inmate telephone services to offenders in the custody of CDOC. The Parties wish to amend the contract:

- a. to extend the term of the agreement;
- b. to revise the pricing for telephone services;
- c. to update contact information,
- d. to add a new provision requiring Contractor to report out-of-state labor, pursuant to recent legislative requirements;
- e. to reconfigure the server environment from a decentralized to a centralized server;
- f. to add "Data IQ," a new investigative data analytical feature;
- g. to implement "Offender Connect," a new mechanism for funding offender communication services on a pilot, or limited basis; and
- h. to implement a TTY video relay solution on a trial, pilot, or limited basis.

5) CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein. The Table of Contents in the Contract is updated to conform to the changes made herein.

7) MODIFICATIONS.

As of the Start Date hereof, and with prospective effect, the Contract and all prior amendments thereto, if any, are modified as follows:

a. Term

Delete Section 3. Term and subsection 3.1 of the Contract in their entirety (leaving section 3.2 in place) and replace with:

"3. Term. This Contract shall become effective on March 1, 2009 (the "Effective Date") and shall terminate on February 28, 2016, unless earlier terminated by its terms or extended per the Holdover provision at §3.2 herein.

"3.1 Reserved."

The remainder of this page intentionally left blank.

b. Rates

Delete the table in subsection 4.1 “RATES AND CHARGES:” in its entirety and replace with:

“

ITS COLLECT CALLS		
STANDARD COLLECT	PER CALL CHARGE	RATE PER MINUTE
Local	\$1.50	\$0.15 All Times
Intra-Lata	\$1.50	\$0.15 All Times
Intra-State Inter-Lata	\$1.50	\$0.15 All Times
Inter-State	\$1.50	\$0.15 All Times
ITS V-CONNECT ADVANCE PAY COLLECT CALLS		
COLLECT CALL TYPE	PER CALL CHARGE	RATE PER MINUTE
Local	\$1.25	\$0.11 All Times
Intra-Lata	\$1.25	\$0.11 All Times
Intra-State Inter-Lata	\$1.25	\$0.11 All Times
Inter-State	\$1.50	\$0.11 All Times
ITS DEBIT CALLS		
DEBIT CALL TYPE	PER CALL CHARGE	RATE PER MINUTE
Local	\$1.25	\$0.10 All Times
Intra-Lata	\$1.25	\$0.10 All Times
Intra-State Inter-Lata	\$1.25	\$0.10 All Times
Inter-State	\$1.50	\$0.10 All Times

”

c. Contact Information for CDOC

In section 15. “Representatives and Notice.”, delete the name “Dennis Diaz” from the section “If to the CDOC agency controller:”, and replace with the name: “Lenny Merriam”.

d. Contact Information for Contractor

In section 15. “Representatives and Notice.”, delete the contact information for Contractor, including email copy information, from the section, and replace with:

“If to Contractor: Value Added Communications, Inc.
 Jeffrey B. Haidinger
 President and COO
 12021 Sunset Hills Road #100
 Reston Virginia 20190”.

e. Services Outside the State of Colorado

A new section 37 is added to the Contract, as follows:

“37. Performance Outside the State of Colorado or the United States

“*[Not applicable if Contract Funds include any federal funds]* Contractor shall provide written notice to the Colorado State Purchasing Director, 1525 Sherman St., 3d Floor, Denver, Colorado 80203, with a copy to the State, in accordance with §15 (Representatives and Notice), within twenty (20) days of the earlier to occur of Contractor’s decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the state of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the state of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this section shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Contractor to provide notice to the State under this section shall constitute a material breach of this Contract.”

f. Data IQ

A new feature is added to the list of ITS Tasks in Exhibit A, Section F. "ITS Tasks:", to be located after the "Web Shadow:" feature, as follows:

"Data IQ:

"• Data IQ is an analytical software application which allows investigation to consolidate data from multiple sources, including inmate telephone calls, jail management system data, financial transactions, and video visitation sessions, and presents visual and graphical representations of activity, communications, interrelationships, and links.

"• Training. Contractor shall provide training necessary for Contractor on-site staff to be able to maintain the Data IQ software. Contractor shall provide training for the IGO staff authorized to access the Data IQ application.

"• Beginning March 1, 2014, Contractor shall begin implementing Data IQ. Contractor shall complete the implementation on or before August 31, 2014, including training."

g. Server Consolidation

A new section 2 is added to Exhibit A of the Contract, as follows:

"2. Centralized Server Environment

"Beginning March 1, 2014, Contractor shall begin centralizing its server operations in one location, at Contractor's main server location in Plano, Texas, in lieu of the decentralized server systems described in Section 1, above. Contractor shall complete the server centralization on or before December 31, 2015, including providing CDOC staff with any necessary training on the use of the centralized ITS system."

h. Offender Connect

A new section 3 is added to Exhibit A of the Contract, as follows:

"3. Offender Connect

"A. Offender Connect is a web-based means for offender friends and family to create and fund a communications service account managed by Contractor. Offenders then use the funds in the account to pay for communications services; this mechanism is separate from existing CDOC managed inmate accounts. Several issues need to be addressed before pilot implementation on or before December 31, 2014.

"B. CDOC desires to implement Offender Connect in conjunction with the ITS system functionality, in order to provide offenders with another mechanism for funding their communication services.

"C. On or before May 31, 2014, CDOC shall provide Contractor with its full list of functionality requirements for Offender Connect, including restitution accounting and means of detecting and refunding prohibited funding.

"D. On or before July 31, 2014, Contractor shall provide CDOC with its full list of specifications for implementing Offender Connect functionality, including CDOC's functionality.

"E. Thereafter, the Parties shall confer on implementing Offender Connect on a pilot basis, with limited functionality or accessibility. Implementation of the pilot shall require the Parties to amend this Contract to provide for scope, deliverables, and milestones.

"F. Contractor shall provide Offender Connect at no cost to the State."

i. TTY Video Relay Trial

A new section 4 is added to Exhibit A of the Contract, as follows:

"4. TTY Video Relay

"A. Contractor's TTY video relay solution functions by transmitting visual and oral communications between most home or personal PCs, laptops, and tablets (Android or Apple iOS devices), and Contractor's TTY video relay equipment placed in a prison facility, through Contractor's systems. The Parties expect the TTY video relay to serve as an effective means of communication as required by or in compliance with federal law. CDOC intends to utilize TTY video relay for any offender incarcerated within CDOC to communicate with an outside party approved to communicate with that offender, where one or both parties utilize sign language as their primary means of effective communication. The offender can receive the visual and oral communications

by use of receiving, display, and transmitting equipment in the secured prison environment. All communications are secured. Contractor offers stationary and mobile TTY video relay equipment for use in the prison facility. The TTY video relay system includes security functionality to allow CDOC staff to monitor, interrupt, terminate, track, and record communications.

“B. CDOC intends to implement Contractor’s TTY video relay solution on a trial or pilot basis, with the installation of one (1) stationary and (1) mobile TTY video relay station, to be located in Cell House 7, Colorado Territorial Correctional Facility (CTCF), identified in Contract Table A-1 in Exhibit A, Section 1.A. Several issues need to be addressed before trial or pilot implementation on or before December 31, 2014.

“C. On or before May 31, 2014, CDOC shall provide Contractor with its full list of functionality requirements for TTY video relay, including ADA compliance.

“D. On or before July 31, 2014, Contractor shall provide CDOC with its full list of specifications for implementing TTY video relay system functionality, including CDOC’s functionality, site requirements, and CDOC hardware obligations (e.g. cabling, power, etc.).

“E. Thereafter, the Parties shall confer on implementing Contractor’s TTY video relay solution on a trial or pilot basis in CTCF Cell House 7, with limited functionality or accessibility. Implementation of Contractor’s TTY video relay solution on a trial or pilot basis shall require the Parties to amend this Contract to provide for scope, deliverables, and milestones.

“F. Contractor shall provide the TTY video relay solution at no cost to the State.”

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

10) COUNTERPART SIGNATURES


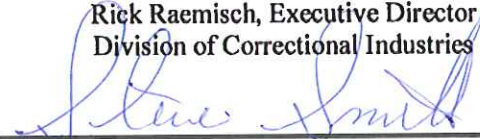
This Amendment may be executed in one or more identical original counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each Party agrees to accept signature pages communicated or delivered by electronic means as originals.

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11) SIGNATURE PAGE


THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<p>CONTRACTOR Value-Added Communications, Inc.</p>  <hr/> <p>By: Jeffrey Haidinger, President and COO</p> <p>Date: <u>2/24/14</u></p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Corrections Rick Raemisch, Executive Director Division of Correctional Industries</p>  <hr/> <p>By: Steve Smith, Director</p> <p>Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: <u>2-24-14</u></p>
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ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By:  _____ Lenny Merriam, Controller, Delegate</p> <p>Date: <u>2/25/14</u></p>	
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