

**CONTRACT AMENDMENT**

<b>Amendment # 1</b>	<b>Original Contract Routing Number: 07CAA00163</b>
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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" or "VACI"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Corrections, (hereinafter called the "State or CDOC").

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY:**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or their designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. 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. FACTUAL RECITALS:**

- a. Pursuant to federal court order and Colorado Revised Statutes ("CRS") § 17-24-126 the state acts as trustee for the inmate trust fund through which all monies handled under this Contract are managed, and accordingly no State General fund dollars are expended or become obligated under this Contract; and
- b. Since no state funds are obligated under this Contract it is exempt from the State's Procurement Code; and
- c. Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and
- d. The Parties entered into the Contract for the provision of Inmate Telephone Services ("ITS"). VACI now desires to provide such services, subject to the terms, conditions and provisions of the Contract, and to drive all of its revenue under this Contract from charges made to inmates on a per-call basis, and this change benefits the CDOC in that provides parity for the inmate phone pricing.

**4. CONSIDERATION:**

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements herein set forth

**5. LIMITS OF EFFECT:**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto.

**6. AMENDMENTS:**

The Contract and all prior amendments thereto, if any, are amended as follows:

**a. Section 4.1, RATES AND CHARGES: Per minute rates and per call charges for all In-State and Inter-State debit and collect calls, are set forth below. These rates and charges are fixed for the term of the Contract, including any extensions or renewals, unless otherwise agreed by the parties. International rates are subject to change and are not set by this Contract.**

ITS COLLECT CALLS		
COLLECT CALL TYPE	PER CALL CHARGE	RATE PER MINUTE
In-State	\$2.75	\$0.23 All Times
Inter-State	\$3.95	\$0.89 All Times
ITS DEBIT CALLS		
DEBIT CALL TYPE	PER CALL CHARGE	RATE PER MINUTE
In-State	\$1.25	\$0.13
Inter-State	\$2.00	\$0.13

**7. EFFECTIVE DATE OF AMENDMENT:**

Upon approval of the State Controller or their designee, the effective date of this Amendment is July 1, 2008.

**8. ORDER OF PRECEDENCE:**

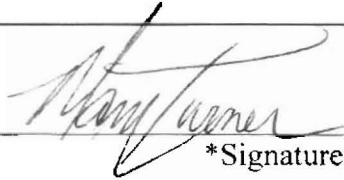
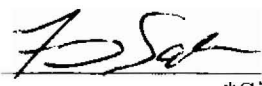
Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version 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, and otherwise made available.

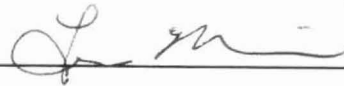
**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

**\*SPP 1. 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. \***

<b>CONTRACTOR</b> <b>Legal Name of Contractor</b>	<b>STATE OF COLORADO</b> <b>Bill Ritter, Jr. GOVERNOR</b>
By: Mark Turner Title: President, Value Added Communications, Inc.	By: Ari Zavaras, Colorado Department of Corrections
 *Signature	 *Signature for Executive Director

**ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER**

**SPP 2. CRS §24-30-202 requires the State Controller to approve all State Contracts. 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.**

<b>STATE CONTROLLER</b> <b>David J. McDermott, CPA</b>
By: 
Date: <u>8/12/08</u>