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CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Corrections			**Amendment Contract Number** 1
Contractor Securus Technologies, LLC			**Original Contract Number** 139838
Current Contract Maximum Amount Initial Term			**Contract Performance Beginning Date** March 27, 2023
	State Fiscal Year 2023	$0.00	
Extension Terms			
	State Fiscal Year 2024	$229,783.00	**Current Contract Expiration Date** June 30, 2024
	State Fiscal Year	$0.00	
	State Fiscal Year	$0.00	
	State Fiscal Year	$0.00	**Original Encumbrance Number** CT CAAA 2024-2792
Total for All State Fiscal Years		**$229,783.00**	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR
Securus Technologies, LLC

DocuSigned by:
Alex Yeo
69F0910314EF48A...
By: Alex Yeo, Chief Revenue and Product Officer

Date: 10/12/2023

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Corrections
Andre Stancil, Executive Director

DocuSigned by:
Ashley Clark
3E46CC1452A1448...
☐ By: Ashley Clark, Director Finance and Admin
☐ By: Mitchell Karstens, Deputy Director of Finance and Admin

Date: 10/13/2023

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Bradley Duca
D3AA3DE2BE86461...
By: Bradley Duca, Controller

Amendment Effective Date: 10/18/2023

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1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date
This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term
The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or October 1, 2023 whichever is later and shall terminate on the termination of the Contract shown on the Signature and Cover page for this Amendment.

4. PURPOSE

Contractor will provide Inmate Telephone Services ("ITS") for the term of the Contract.

Per HB 23-1133: The Department of Corrections (CDOC) shall provide voice penal communications services, and may supplement these services with other communication services, including video calls or electronic mail or messaging, (penal communication services) to persons in CDOC custody in a correctional facility or private prison in the State. In administering the penal communications services, the CDOC is prohibited from receiving any revenue, including commissions or fees, and the penal communications services, excluding video calls or electronic mail or messaging, must be free of charge to the person initiating and the person receiving the all.

CDOC shall provide the free penal communication services according to a staggered implementation timeline as follows:

- Beginning September 1, 2023, through June 30, 2024, CDOC shall cover 25% of the total penal communication services costs;
- Beginning July 1, 2024 through June 30, 2025, CDOC shall cover 35% of the total penal communication services costs; and
- Beginning July 1, 2025 CDOC shall cover 100% of all penal communication services costs.

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5. MODIFICATIONS

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

A. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

B. Section named Option on the Coverage Page is hereby changed to read:

Options

The state shall have the following options indicated by the checked boxes, as further described in §2.C and 5.B.v.

☒ Option to Extend Term, per §2.C ☒ Option to Increase or Decrease Maximum Amount per §5.B.v

C. Section 5.B.i.e is added to state: Contractor shall send monthly usage invoice at the beginning of each month after the month of service to Anthony Ventura at anthony.ventura@state.co.us.

Contractor shall send a quarterly HB23-1133 cost reduction invoice to reflect the difference between the agreed upon per-minute rate and the reduced per-minute rate to Anthony Ventura at anthony.ventura@state.co.us.

D. Exhibit A §1.B is changed to read:

Within the Colorado Department of Corrections (CDOC), there are currently nineteen (19) state and two (2) privately-owned facilities with a total capacity of 16,339 Offenders. The Department currently provides offender IT communications through the use of telephones, tablets, video visitation kiosks and TTY. The tablets not only provide a communication medium but shall provide entertainment options such as music, games and movies. The funds for these services except for telephone shall come from Offender's personal trust fund accounts and/or offender families/friends and shall not be funded in part or in whole, except for Telephone by the State of Colorado.

E. Exhibit A §3.E.ii is changed to read Telephone Communication: Single rate of $0.01425 per minute for all call types (not including optional services, and not including upcharge for incremental investigators). Includes two free calls per week (104 free calls per year) per incarcerated individual, representing more than 1.5 million calls delivered annually at no cost.

Note: 25% of the total paid phone time for FY2023 will be billed back to CDOC to comply with HB23-1133. 35% of the total paid phone time for FY2024 will be billed back to CDOC to comply with HB23-1133. 100% of the total paid phone time for FY2025 will be billed back to CDOC to comply with HB23-1133.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect

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except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.