

**SECOND AMENDMENT TO
MASTER SERVICES AGREEMENT**

This **SECOND AMENDMENT** (“Second Amendment”) is effective as of the last date signed by either party (“Second Amendment Effective Date”) and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc., n/k/a Securus Technologies, LLC (“we,” “us,” “Contractor,” or “Provider”) and the City and County of Denver, Colorado (“you,” “City” or “Customer”) dated November 9, 2013 (the “Agreement”).

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement.
2. Additional Products and Services. Should Customer wish to purchase any of the products and services set forth below, Provider will submit an invoice to the Customer that is substantially similar to the attached Mock Invoice, Appendix 1. Once Customer pays the invoice, Provider will deploy the requested products and services. The prices for these products and services will remain fixed throughout the Term of the Agreement and are set forth below. The respective terms and conditions are attached herein and will govern any future purchase.

SVV Terminal Price List

- ⌚ Each SVV Single Handset Inmate Terminal: \$3,825 + \$375 for each contract year remaining
- ⌚ Each SVV Dual Handset Visitation Terminal: \$3,938 + \$375 for each contract year remaining
- ⌚ Each Mobile Cart Assembly: \$1,080

Additional Optional Services Price List

- ⌚ Guarded Exchange Phone Monitoring: \$0.02 per minute to monitor 5% of the site's usage;
- ⌚ Automated Information Services: \$2/ADP/Month
- ⌚ Video Relay Services: \$8,000 per year;
- ⌚ Digital Mail Center (Self Scan): \$2 per ADP per month; and
- ⌚ Digital Main Center (Securus Processed): \$6 per ADP per month. An additional \$1 is added if Customer wants mail returned upon inmate release.

3. Guarded Exchange Monitoring. Guarded Exchange (“GEX”) analysts will monitor up to 17,000 Video Visitation Sessions annually for facility protocol violations. In exchange for GEX session monitoring, Provider will invoice Customer \$30,000 per year. Invoices will be due and payable within 30 days of receipt.

4. Section 5. D. (i) entitled “**Maximum Contract Liability**” is amended to read as follows:

“D. Maximum Contract Liability:

(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SEVEN HUNDRED NINETY-EIGHT**

THOUSAND THREE HUNDRED SEVENTY EIGHT DOLLARS AND ZERO CENTS (\$1,798,378.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in the Exhibits are performed at Contractor’s risk and without authorization under the Agreement.”

5. All public-facing digital experiences must be fully compliant with Section 508 of the Rehabilitation Act of 1973 and fully meet the WCAG 2.0 Level AA guidelines, prior to launching to the public. These digital experiences must also be tested, both manually and automated, prior to launch and then subsequently each year to confirm and maintain that accessibility. Manual testing should be completed by city approved individuals with varying disabilities (i.e. blind, Deaf or hard of hearing, and/or have mobility or dexterity limitations). Upon completion of all testing, a review will be done by the City’s web accessibility coordinator to confirm completion of all accessibility requirements. Finally, all digital experiences must include a statement somewhere on the site that the experience is accessible, will maintain accessibility, and will provide a mechanism for users to submit feedback about accessibility issues.
6. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect. All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

Optional Services: Descriptions and Terms and Conditions

VIDEO RELAY SERVICE

Securus' Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing inmates the ability to communicate with friends and family via a videoconferencing service.

Customer is solely responsible for (a) determining which inmates are eligible to use VRS; (b) configuring SCP to allow eligible inmates access to the VRS application on ConnectUs-enabled terminals; and (c) designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP. Provider's third-party vendors shall have the right, in their discretion, to terminate VRS sessions for policy violations or disruptive behavior, including, without limitation, verbal or other abuse of the VRS interpreter.

AUTOMATED INFORMATION SERVICES

Once Facility staff has uploaded the required information, AIS automates the distribution of certain information through a telephone IVR system without staff intervention. AIS is configurable to meet Customer's specific needs. The standard AIS options include automation of inmate and Facility information to (1) people who call Customer's main telephone number; and (2) inmates at Customer's Facility using the inmate telephone system. The following additional options (the "Additional AIS Options") are currently available for AIS:

- ✓ Ability to open or fund a Securus pre-paid telephone account (AdvanceConnect)
- ✓ Ability to fund an inmate phone account (Inmate Debit where available)
- ✓ Ability to supplement inmate deposit services by funding an inmate trust account
- ✓ Ability to leave a voice mail (AIS Jail Voicemail)

The AIS Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation.

Customer understands and agrees that Provider may, upon future release, expand AIS to include additional constituent notification services or Additional AIS Options upon 30 days advance written notice. Provider also offers customized AIS development options based on the terms at <https://www.securustechnologies.com/ais-terms-and-conditions>, which are incorporated herein by reference.

COMPENSATION:

Customer will pay Provider the greater of \$300.00 per month or \$2.00 per Average Daily Population per month, which will be payable through a commission deduction.

Integration Fees – Provider will not charge integration fees, but if a vendor charges integration fees, Customer is responsible for their payment.

AIS Jail Voicemail – If deployed, friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS Jail Voicemail is not subject to any other compensation.

GUARDED EXCHANGE SERVICES

GEX Standard Monitoring: Provider’s subsidiary, Guarded Exchange, LLC, will deploy an offender communications monitoring system (“GEX System”) designed to assist with identification of (1) suspicious or suggestive key words or phrases; (2) phrases that suggest threats to security of the Facility(s) and Facility personnel; and (3) criminal activity in and outside of the Facility(s).

The GEX System will analyze a selected subset of inmate communications originating from the Facility(s), including, as agreed, specific communications that match criteria provided by Customer (Targeted Requests). Guarded Exchange will provide reports to Customer that detail a breakdown of threat levels identified.

GEX Video Monitoring Only: In connection with Video Visitation Sessions, if Customer requires at least 24-hours scheduling notice, Guarded Exchange analysts will monitor all Video Visitation Sessions for facility protocol violations. If Customer allows pop-up Visitation (i.e., does not require at least 24-hours scheduling notice), Provider will schedule at least one analyst during Video Visitation hours to monitor as many sessions as possible. Guarded Exchange will provide reports to Customer that detail a breakdown of facility protocol violations.

SECURUS DIGITAL MAIL CENTER

Digital Mail Center service and software allows authorized Provider staff or authorized Customer staff to scan certain physical mail and electronically deliver it to inmates. Through Digital Mail Center, authorized staff can (1) view, approve, reject, and manage scanned mail; (2) set alerts when specific inmates receive mail; and (3) review audit logs of activity associated with the Digital Mail Center for increased administrative oversight.

Customer Screened and Processed and Provider Delivered – Customer is solely responsible for the initial processing of physical mail, its conversion into electronic form, and approval for delivery to the intended inmate as well as any associated costs. Provider will furnish the software used to scan the physical mail into electronic form. Once the physical mail is scanned and approved for delivery, the software will automatically distribute the electronic version of the mail as agreed by Customer and Provider.

Provider Screened, Processed, and Delivered – Provider will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, Customer approval, Provider will distribute the electronic version of the mail as agreed by Customer and Provider. Customer will not forward mail to Provider that is not reasonably susceptible to scanning (such as boxes, books, or other such materials which do not consist of printed correspondence on a two-dimensional page) and will inform inmates and friends and family about this restriction. Provider has no obligation to scan such mail. If Provider receives such mail, it will be returned to Customer at Customer’s cost or returned to its sender. If Provider receives mail addressed to an inmate no longer at Customer’s facility, such mail will be returned to its sender.

Customer will not process any mail through Digital Mail Center that originates from an attorney’s office or is otherwise legally private or privileged. If Provider receives mail originating from an attorney’s office or other private/privileged establishments, Provider will send it to the correctional agency at Customer’s cost for physical delivery to ensure privilege is maintained or return it to its sender.

If Customer elects to withhold mail from delivery to an inmate or directs Provider to destroy mail per this Schedule, the Customer is solely responsible for notifying the inmate and the sender of such actions as may be legally required.

All electronic information associated with the mail, including sender name, time, date, and address will be stored for the Term of the Agreement. Scanned images will be stored for a period of two years after they are scanned. It is the responsibility of Customer to remove any desired images from the housing location for permanent storage within two years after their scan as they may be permanently deleted by Provider after that time. At Customer's discretion, Digital Mail Center can be configured to allow inmates to download scanned images of mail addressed to them upon release from the Facility, provided such scanned images have not been previously deleted pursuant to this section.

Contract Control Number:
Contractor Name:

SHERF-202053659/ALF: SHERF-201734866-02
SECURUS TECHNOLOGIES, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

SHERF-202053659/ALF: SHERF-201734866-02
SECURUS TECHNOLOGIES, LLC

By: 

Name: David A. Abel
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: 

Name: Dennis J. Reinhold
(please print)

Title: Sr. VP and General Counsel
(please print)

MOCK INVOICE ONLY

SECURUS Technologies™

Invoice No.	MOCK INVOICE
Date	1/14/2020
Page	1

Bill To:

DENVER COUNTY JAIL
DENVER SHERIFF DEPARTMENT
201 WEST COLFAX AVE DEPT1103
DENVER CO 80202

Ship To:

DENVER COUNTY JAIL
10500 SMITH RD
DENVER CO 80201

Purchase Order No.		Customer ID		HEAT Ticket / PO #		Salesperson ID			
MOCK INVOICE ONLY		16012							
Shipping Method		Shipping Instructions		Payment Terms		Req Ship Date		Master No.	
TAX				NET 30		1/14/2020		505,989	
Ordered	Shipped	Item Number	Description	Discount	Unit Price	Ext. Price			
1	1	MISC_ITEM	SVV SINGLE HANDSET INMATE TERMIN	\$0.00	\$3,825.00	\$3,825.00			
1	1	MISC_ITEM	VV DUAL HANDSET VISITATION TERMIN	\$0.00	\$3,938.00	\$3,938.00			
1	1	MISC_ITEM	MOBILE CART ASSEMBLY	\$0.00	\$1,080.00	\$1,080.00			

To insure that your payment is properly applied, please include your account number or Invoice number on your check or correspondence. You may also include a copy of the Invoice. We will contact you should there be any questions.

Please remit to: P. O. Box 974847, Dallas, TX 75397-4847
Telephone: 972-277-0300

Subtotal	\$8,843.00
Tax	\$0.00
Misc.	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$8,843.00

0-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 181 Days
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00