PARTIES: WDOC & Inmate Calling Solutions

PURPOSE: Inmate Telephone Service

X Contract  MOU/LAA  AWEC  Contract Manager: Amber Green

CENTRAL SERVICES REVIEW

Administrator:  Date: JUN 2, 3, 2015
Fiscal Manager:  Date: 6/24/15
Purchasing Manager:  Date: 6/28/15

BASE CONTRACT

Dates: 7/27/12 to 6/30/15  Administrator Approval: Dan Shannon
Amount: $  Budget Unit: Revenue
Purpose: Inmate telephone service, 65.5% commission

AMENDMENT #1

Dates: 2/18/14 to 6/30/15  Administrator Approval: Dan Shannon
Amount: $  Budget Unit: Revenue
Purpose: Change the Interstate calling rates per FCC requirements.

AMENDMENT #2

Dates: 6/30/15 to 6/30/17  Administrator Approval: Dan Shannon
Amount: $  Budget Unit: Revenue
Purpose: Change the Interstate calling rates per FCC requirements, extend the contract expiration to 6/30/17

AMENDMENT #3

Dates: to Administrator Approval:
Amount: $  Budget Unit:
Purpose:

DISTRIBUTION

RQS   MSA   MSC

Recipient:  Name/Initials:  Date:
Purchasing  
Contract Manager  6/24/15
Contractor  6/28/15
A&I Procurement  
Other  
Other  
Notes:
AMENDMENT NUMBER TWO TO THE CONTRACT BETWEEN
THE STATE OF WYOMING, DEPARTMENT OF CORRECTIONS
AND INMATE CALLING SOLUTIONS, LLC DBA ICSOLUTIONS

1. **Parties.** This Second Amendment is made and entered into by and
between the State of Wyoming, Department of Corrections (hereinafter referred
to as “WDOC”), whose address is 1934 Wyott Drive, Suite 100, Cheyenne,
Wyoming 82002, and Inmate Calling Solutions LLC, d/b/a ICSolutions
(hereinafter referred to as “Contractor”), whose address is 2200 Danbury, San
Antonio, TX 78127.

2. **Purpose of Amendment.** This Amendment shall constitute the
Second Amendment to the Contract between WDOC and the Contractor which
was duly executed on July 27, 2012, which became effective on that same date.
The purpose of this Second Amendment is to a) further revise the calling rates,
and commission percentage and b) extend the term of the Contract.

   The original Contract, dated July 27, 2012, granted Contractor the
exclusive right and privilege to install and operate prison inmate telephones
and related telephone equipment at WDOC's Facilities at no cost to WDOC,
with an expiration date of June 30, 2015.

   The First Amendment, dated February 11, 2014, reduced
interstate calling rates to be in compliance with the Federal Communications
Commission (FCC) Docket No. 12-375 with an expiration date of June 30,
2015.

3. **Term of the Amendment.** This Second Amendment shall
commence on the date of the last required signature or June 30, 2015,
whichever is later, and shall remain in full force and effect through June 30,
2017, unless terminated at an earlier date pursuant to the provisions of the
original Contract, as amended, or pursuant to federal or state statute, rule or
regulation.

4. **Amendments**

A. The first sentence in Paragraph i of Section 4A of the original
Contract is hereby amended to read as follows:

   “The ITSP shall pay Customer sixty-three and a half percent
(63.5%) commission on all Gross Revenue generated by and
through the ITS”.

B. Paragraph iii of Section 4A of the original Contract is hereby
amended to read as follows:

   Amendment Number Two to the Contract between
   the State of Wyoming, Department of Corrections and Inmate Calling Solutions LLC DBA ICSolutions
   Page 1 of 3
“ITSP shall pay Customer a Financial Incentive of fifty thousand dollars ($50,000.00) payable and due within ten (10) days of on the date of the last required signature of this Second Amendment. Late fees, as outlined in Paragraph D and E of Section 4A, shall apply to the Financial Incentive.”

C. The calling rates as amended by the First Amendment to the original Contract between Customer and Contractor are hereby further amended as set forth in Attachment B-2.

5. **Additional Responsibilities of Contractor.** Responsibilities of the Contractor have not changed.

6. **Additional Responsibilities of WDOC.** Responsibilities of WDOC have not changed.

7. **Special Provisions**

   A. **Same Terms and Conditions.** With the exception of items explicitly delineated in the First Amendment and this Second Amendment, all terms and conditions of the original Contract, and any previous amendments, between the WDOC and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **General Provisions**

   A. **Entirety of Contract.** This Second Amendment, consisting of three (3) pages and Attachment B-2, consisting of one (1) pages; the First Amendment, consisting of three (3) pages and Attachment B-1, consisting of (1) page; the original Contract, consisting of eighteen (18) pages and Attachment A, consisting of twenty (20) pages thereto represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**
9. **Signatures.** IN WITNESS THEREOF, the parties to this Second Amendment through their duly authorized representatives have executed this Second Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this Second Amendment is the date of the signature last affixed to this page or June 30, 2015, whichever is later.

**STATE OF WYOMING, DEPARTMENT OF CORRECTIONS:**

[Signature]

Robert O. Lampert, Director

Date

**INMATE CALLING SOLUTIONS:**

[Signature]

Brendan Philbin, Vice President

Date

**ATTORNEY GENERAL’S OFFICE APPROVAL AS TO FORM:**

[Signature]

Sue O’Brien, Senior Assistant Attorney General

Date
AMENDMENT NUMBER TWO - ATTACHMENT B-2

Calling Rates

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<tr>
<th>CALL TYPE</th>
<th>COLLECT</th>
<th>PRE-PAID COLLECT</th>
<th>DEBIT</th>
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<td></td>
<td>Surcharge</td>
<td>First Minute</td>
<td>Surcharge</td>
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<tr>
<td>Local</td>
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<td>$0.08</td>
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<td>$0.23</td>
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<td>International (All other countries)</td>
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Note: The calling rates listed above are not inclusive of any applicable taxes.

1. Pre-Paid Transaction Fee: $5.95
2. Billing Statement Fee: $0.00
3. Pre-Paid Refund Fee: $2.99
# Certificate of Liability Insurance

**Date:** 12/1/2015 6/9/2015

**Producer:** Lockton Companies  
Three City Place Drive, Suite 900  
St. Louis MO 63141-7081  
(314) 432-0500

**Insured:** Inmate Calling Solutions, LLC  
dba ICSolutions  
2200 Danbury Street  
San Antonio TX 78217

**Contact:**  
NAME:  
PHONE:  
FAX:  
E-MAIL:  
ADDRESS:  
NAIC #:  

**Insurers:**  
**Insurer A:** Federal Insurance Company  
**Insurer B:** Great Northern Insurance Company  
**Insurer C:** Indian Harbor Insurance Company

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**Description of Operations/Locations/Vehicles (ACORD 101) Additional Remarks Schedule may be attached if more space is required):**

**Certificate Holder:**  
13524437  
Wyoming Department of Corrections  
1934 Wyott Drive  
Suite 100  
Cheyenne WY 82002

**Cancellation:**  
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.  
Authorized Representative:  
Signature:  
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