



PARTIES: WDOC & Inmate Calling Solutions **PURPOSE:** Revise calling rates

Contract **MOU/IAA** **AWEC** **Contract Manager:** Amber Green

CENTRAL SERVICES REVIEW

Administrator: _____	Date: SEP - 9 2015
Fiscal Manager: _____	Date: 9/14/15
Purchasing Manager: _____	Date: 9/8/15

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: 9/8/15 to 6/30/17	Administrator Approval: Dan Shannon 24427
Amount: \$ 0	Budget Unit: Revenue
Purpose: Revise calling rates per Attachment B	

DISTRIBUTION

RQS _____ MSA _____ MSC _____

Recipient:	Name/Initials:	Date:
Purchasing	_____	_____
Contract Manager	_____	_____
Contractor	_____	_____
A&I Procurement	_____	_____
Other	_____	_____
Other	_____	_____
Notes:		

**AMENDMENT THREE TO THE CONTRACT BETWEEN
THE STATE OF WYOMING, DEPARTMENT OF CORRECTIONS
AND INMATE CALLING SOLUTIONS, LLC DBA ICSOLUTIONS**

1. **Parties.** This Third Amendment is made and entered into by and between the State of Wyoming, Department of Corrections (WDOC), whose address is 1934 Wyott Drive, Suite 100, Cheyenne, Wyoming 82002, and Inmate Calling Solutions LLC, d/b/a ICSolutions (Contractor), whose address is 2200 Danbury, San Antonio, TX 78217.

2. **Purpose of Amendment.** This Amendment shall constitute the third Amendment to the Contract between WDOC and the Contractor which was duly executed and became effective on July 27, 2012. The purpose of this Amendment is to further revise the calling rates.

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.

The Second Amendment, dated July 1, 2015, reduced the calling rates and commission percentage as well as extended the contract term for an additional two (2) years with an expiration date of June 30, 2017.

3. **Term of the Amendment.** This Amendment shall commence on the date of the last required signature on this Amendment 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 calling rates as amended by the first and second Amendments, and as further modified by this Amendment, is hereby amended as set forth in Attachment B-3, which is incorporated by this reference.

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 this 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.** The original Contract, consisting of eighteen (18) pages, Attachment A, to the original Contract, consisting of twenty (20) pages, and Attachment B, to the Original Contract, consisting of two (2) pages; Amendment One, consisting of three (3) pages, Attachment B-1 to Amendment One, consisting of one (1) page; Amendment Two, consisting of three (3) pages, Attachment B-2, to Amendment Two, consisting of one (1) page; Amendment Three, consisting of three (3) pages, Attachment B-3, to Amendment Three, consisting of one (1) page represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

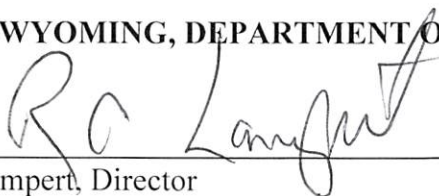
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9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms 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 Amendment is the date of the signature last affixed to this page.

STATE OF WYOMING, DEPARTMENT OF CORRECTIONS



Robert O. Lampert, Director

9-8-15
Date

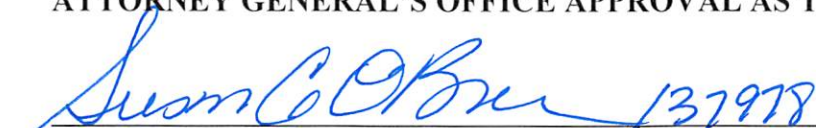
INMATE CALLING SOLUTIONS



Brendan Philbin, Vice President

9/3/15
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:



Susan G. O'Brien, Senior Assistant Attorney General

Aug 21, 2015
Date

AMENDMENT THREE - ATTACHMENT B-3
Effective Date: August 1, 2015

Calling Rates

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT	
	<u>Surcharge</u>	<u>Per Minute</u>	<u>Surcharge</u>	<u>Per Minute</u>	<u>Surcharge</u>	<u>Per Minute</u>
Local	\$0.50	\$0.08	\$0.50	\$0.07	\$0.35	\$0.03
IntraCell	\$0.60	\$0.10	\$0.60	\$0.08	\$0.35	\$0.03
Intralata/Intrastate	\$0.90	\$0.17	\$0.80	\$0.14	\$0.35	\$0.03
Interlata/Intrastate	\$0.90	\$0.17	\$0.80	\$0.14	\$0.35	\$0.03
Interlata/Interstate	\$0.00	\$0.23	\$0.00	\$0.20	\$0.00	\$0.13
International (Canada, USVI, PuertoRico, Gaum)	N/A	N/A	N/A	N/A	\$2.00	\$0.25
International (Mexico)	N/A	N/A	N/A	N/A	\$2.00	\$0.25
International (All other countries)	N/A	N/A	N/A	N/A	\$2.00	\$0.50

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