

WBP
11-Oct-2013

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

6960

12/20
88

1. EDS Number: D12-8-073	2. Date prepared: 10/4/2013
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>4</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 13500-10615.	5. Account Name: CORRECTIONS DEPTMEN
6. Total amount this action: \$0.00	7. New contract total: 0.00
8. Revenue generated this action: \$433,333.00	9. Revenue generated total contract: \$433,333.00

10. New total amount for each fiscal year:			
Year 2008	\$0.00	Year 2013	\$0.00
Year 2009	\$0.00	Year 2014	\$0.00
Year 2010	\$0.00	Year 2015	\$0.00
Year 2011	\$0.00	Year 2016	\$0.00
Year 2012	\$0.00		

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2011	12. To (month, day, year): 1/1/2016
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Special Procurement <input type="checkbox"/> RFP# _____ <input type="checkbox"/> Other (specify) _____	

AGENCY INFORMATION

14. Name of agency: Department of Correction	15. Requisition Number:
16. Address: Department of Correction Central Office 302 W WASHINGTON ST RM E334 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Amanda Copeland	18. Telephone #: 317/232-1926
19. E-mail address: acopeland@idoc.in.gov	

COURIER INFORMATION

20. Name: Nicholas Law	21. Telephone #: 317-232-5672
22. E-mail address: nlaw@doc.in.gov	

VENDOR INFORMATION

23 Vendor ID #	0000221871
24. Name: JPAY INC	25. Telephone #: 305-358-8689
26. Address: 169 E FLAGLER ST #837 MIAMI, FL 33131	
27. E-mail address: danny@jpay.com	

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes No

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100.0 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN- Veteran: _____ %

33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 11-8-2-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This Amendment allows the contractor to pilot some additional applications for the kiosk system it has installed in IDOC facilities, all of which will be provided at no-cost to the State, on revenue generating basis. Such applications are in line with the services provided under the original contract. The contract is also extended 3 months to align it to the expiration of the Commissary contract so that these services can be solicited together in a future RFP.

38. Justification of vendor selection and determination of price reasonableness:
REVENUE GENERATING. Services are at no cost to the IDOC, and will generate revenue for the IDOC. Commissions are in line with those obtained by other agencies for similar services.

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OAG-ADVISORY

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval 	41. Date Approved 10/1/13	42. Budget agency approval 	43. Date Approved 11/5/13
44. Attorney General's Office approval SWG	45. Date Approved 11/8/2013	46. Agency representative receiving from AG	47. Date Approved



AMENDMENT #4
EDS# D12-8-073

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State" or "IDOC") and JPay, Inc. (the "Contractor") approved by the last State signatory on October 25, 2007. The State and Contractor are collectively referred to in this Amendment as the "Parties".

In consideration of the mutual undertakings and covenants hereinafter set forth, the Parties agree to amend the Contract as follows:

1. The contract term is hereby extended to January 1, 2016. The entire Contract begins on October 25, 2007 and shall end on January 1, 2016. The Contract may be renewed for one year at the sole discretion of the State.
2. This contract shall remain a "no cost" contract to the State. The total remuneration paid to Contractor under this contract shall not exceed zero (\$0.00) dollars.
3. Contractor may deploy and operate an electronic commissary ordering system in facilities of the Indiana Department of Correction, subject to the requirements set forth in the Contract, with a "go live" date of January 1, 2014. This system shall be deployed and operated by Contractor at no cost to the State, with no transaction fee charged to the State, and no transaction fee to any offender, or to any third party.
4. For the period January 1, 2014 to December 31, 2014, Contractor's right to deploy and operate an electronic commissary ordering system in IDOC facilities shall be exclusive. After December 31, 2014, Contractor's right to deploy and operate its electronic commissary ordering system shall no longer be exclusive and the IDOC may at its sole discretion allow other vendors to pilot other electronic commissary ordering systems in IDOC facilities in addition to the system deployed by Contractor. The foregoing notwithstanding, the Contractor's exclusive right shall not apply to the commissary ordering system currently being used by the State, and the State reserves the right to operate its current commissary ordering system at all times during the Contract term.
5. Contractor shall provide video visitation services at all IDOC juvenile facilities. This service shall be provided at no cost to the State, IDOC juvenile offenders, or third parties using the system to visit with IDOC juvenile offenders.
6. Contractor may deploy, as a pilot project, a system for delivering the provided kiosk services to IDOC adult offenders located at the part of the New Castle Correctional Facility called the New Castle Annex via a handheld device. Such deployment will only include the services that are available on the kiosks that are located in the Annex. Such system shall be provided at no cost to the State; however, the Contractor may charge \$49.99 to the purchaser of the handheld device which shall include a 10% commission paid to IDOC for each device sold. All services provided on the handheld device are subject to the same pricing and commission rates as the kiosk provided services.
7. Contractor shall perform an analysis of current kiosks deployed in IDOC facilities, and shall provide the IDOC with a report of such analysis, with such report to include a recommendation as to where additional deployments are warranted based on need. Contractor shall perform any additional deployments requested by the IDOC based on this report and recommendation.

8. The Indiana Office of Technology shall have final approval of any technology deployed in IDOC facilities pursuant to this Amendment. The signature by the Indiana Office of Technology to this Amendment is not be construed as final approval of the technology used to provide any of the services contained herein. In the advent the Indiana Office of Technology does not give final approval for the deployment of any technology to be deployed pursuant to this Amendment, Contractor agrees that such deployment shall not take place until such approval is obtained.
9. Contractor shall provide the IDOC with progress reports including, when applicable, an accounting of all transactions, fees, and commissions generated pursuant to this Amendment.
10. The contract is further amended to add the following clauses:

A. No investment in Iran. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

B. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

C. Assignment of Antitrust Claims. The Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

D. Indiana Veteran's Business Enterprise Compliance. NOT APPLICABLE

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

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Non-Collusion and Acceptance

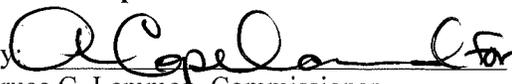
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

JPay, Inc.

By: 
Printed Name: Ryan Shapiro
Title: CEO
Date: 9/30/13

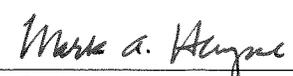
Indiana Department of Correction

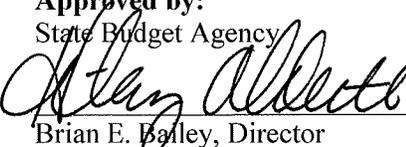
By: 
Bruce C. Lemmon, Commissioner
Date: 10/8/13

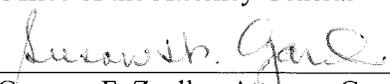
Approved by:
Indiana Office of Technology

Approved by:
Department of Administration

By:  (for)
Paul Baltzell, Chief Information Officer
Date: 11-Oct-2013

By:  (for)
Jessica Robertson, Commissioner
Date: 10-23-2013

Approved by:
State Budget Agency
 (for)
Brian E. Bailey, Director
Date: 11/5/13

APPROVED as to Form and Legality:
Office of the Attorney General
 (for)
Gregory F. Zoeller, Attorney General
Date: 11/8/2013