

26-Jan-

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.

8287

48 MM

1. EDS Number: D12-8-073
2. Date prepared: 12/16/2015

3. CONTRACTS & LEASES

X Professional/Personal Services
Contract for procured Services
Grant
Lease
Attorney
MOU
QPA
Contract for procured Services
Maintenance
License Agreement
Amendment# 5
Renewal #
Other

FISCAL INFORMATION

4. Account Number: 13500-10615
5. Account Name: CORRECTIONS DEPARTMEN
6. Total amount this action: \$0.00
7. New contract total: 0.00
8. Revenue generated this action: \$200,000.00
9. Revenue generated total contract: \$633333.00
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 Year 2017 \$0.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2011
12. To (month, day, year): 1/1/2018
13. Method of source selection: Bid/Quotation, Emergency, Negotiated, RFP#, Other (specify), Special Procurement

AGENCY INFORMATION
14. Name of agency: 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: Grant Knies
18. Telephone #: 317/232-1062
19. E-mail address: GKnies@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 #: 954-862-6903
26. Address: 10981 MARKS WAY, MIRAMAR, FL 33025
27. E-mail address: efeldman@jpay.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes No
29. Primary Vendor: M/WBE/IN-Vetera
Minority: Yes X No
Women: Yes X No
IN-Veteran Yes X No
30. Primary Vendor Percentages
100.0 %
31. Sub Vendor: M/WBE/IN-Veteran
Minority: Yes X No
Women: Yes X No
IN-Veteran Yes X No
32. If yes, list the %:
Minority: %
Women: %
IN- Veteran %
33. Is there Renewal Language in X Yes No
34. Is there a "Termination for Convenience" clause in the document? X Yes No

35. Will the attached document involve data processing or telecommunications system X 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 extends the contract for an additional two years to allow the IDOC time to implement a new RFP and resulting contract for digital media to include the same services. The IDOC reserves the right to end the contract early once the new contract is implemented.

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. The vendor has raised its commissions to the IDOC during the extended period. Commissions are in line with those obtained by other agencies for similar services.
RECEIVED FEB 25 2016

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

40. Agency fiscal officer or representative appro [Signature]
41. Date Approved: 1-4-16
42. Budget agency approval [Signature]
43. Date Approved: 2/25/16
44. Attorney General's Office approval MM
45. Date Approved: 2/25/16
46. Agency representative receiving from AG
47. Date Approved



AMENDMENT #5

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") and JPAY, Inc. (the "Contractor") approved by the last State signatory on October 25, 2007.

WHEREAS, Contractor has contracted with the State through the Contract to provide services the State deems essential; and

WHEREAS, the State intends to solicit through a Request for Proposals (RFP) the same services to begin at the termination of the Contract; and

WHEREAS, the State and Contractor agree that an extension of the Contract for an additional period to allow the State to complete its RFP, to transition to a new contract, and to allow Contractor to phase out its services, is prudent and beneficial to both State and Contractor;

NOW THEREFORE, in consideration of the mutual undertakings and covenants hereinafter set forth, the State and Contractor agree to amend the Contract as follows:

1. The Contract is hereby extended for an additional period of 24 months. It shall terminate on January 1, 2018.
2. The Contract shall remain a "no cost" contract to the State, with the prices and commissions set forth in the Contract to be revised as set forth in EXHIBIT A-1, attached hereto and incorporate herein by reference. The total remuneration paid to Contractor by the State under this contract shall not exceed zero (\$0.00) dollars.
3. The Contractor acknowledges the State intends to solicit the services being provided under this Contract through an RFP to be issued during the extended term of this Contract. The Contractor acknowledges that the State may at any time during the extended period terminate the Contract for convenience in accordance with Clause #41 of the original Contract. At the request of the State, Contractor shall provide "phase out" of its services to begin before the termination date of the Contract in accordance with Clause #12 of the original Contract. The fees and commissions for Contractor's services during such phase out services shall be in accordance with the fees and commissions set forth in the Contract, with the Contract remaining a "no cost" contract to the State.
4. The Contractor agrees that in no event shall the State be responsible for any costs to the Contractor resulting from early termination for the Contract, except for those allowed by Clause #12 of the original Contract. Further, in the event of termination by the State prior to the termination date of the Contract as extended by this Amendment #5, the State shall not be obligated to reimburse Contractor for any costs associated with Contractor's deployment or removal of its equipment, and any obligation of the State to reimburse Contractor for costs associated with deployment of Contractor's kiosk network and equipment as set forth on pages #5 and #6 of Amendment #3 to the Contract is hereby rendered null and void.
5. The Contract is further amended by adding the following:

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.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

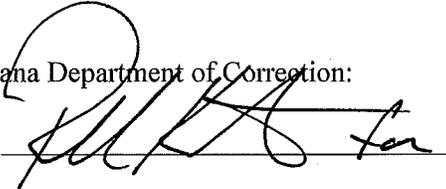
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor/Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor/Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor/Grantee, 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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Amendment, the Contractor/Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

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 Renewal, do by their respective signatures dated below agree to the terms thereof.

JPAY, Inc.
By: 

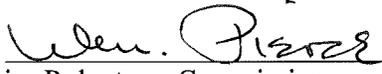
Ryan Shapiro, CEO
Name and Title, Printed

Date: 12/29/2016

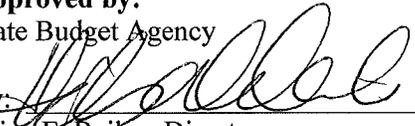
Indiana Department of Correction:
By: 

Bruce C. Lemmon, Commissioner

Date: 1-19-16

Approved by:
Indiana Department of Administration
By:  (for)
Jessica Robertson, Commissioner

Date: 4-Feb-2016

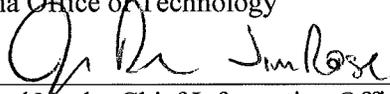
Approved by:
State Budget Agency
By:  (for)
Brian E. Bailey, Director

Date: 2/24/16

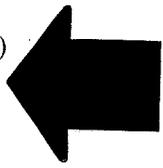
APPROVED as to Form and Legality:
Office of the Attorney General

 (for)
Gregory F. Zoeller, Attorney General

Date: 2/25/2016

Approved by:
Indiana Office of Technology
By:  (for)
Dewand Neely, Chief Information Officer

Date: 2/1/2016



SERVICE	RANGE	CURRENT \$	PROPOSED PRICING YEAR 1	PROPOSED PRICING YEAR 2	PROPOSED PRICING YEAR 3	COMMISSION YEAR 1	COMMISSION YEAR 2	COMMISSION YEAR 3
Money Transfer	\$0-\$20	\$3.95/\$4.95	SAME	SAME	SAME	\$ 0.35	\$ 0.45	\$ 0.80
	\$20-\$100	\$6.95/\$7.95	SAME	SAME	SAME	\$ 0.35	\$ 0.45	\$ 0.80
	\$100-\$200	\$8.95/\$9.95	SAME	SAME	SAME	\$ 0.35	\$ 0.45	\$ 0.80
	\$200-\$300	\$10.95/\$11.95	SAME	SAME	SAME	\$ 0.35	\$ 0.45	\$ 0.80

SERVICE	# OF STAMPS	CURRENT \$	PROPOSED PRICING YEAR 1	PROPOSED PRICING YEAR 2	PROPOSED PRICING YEAR 3	COMMISSION YEAR 1	COMMISSION YEAR 2	COMMISSION YEAR 3
Email	10	\$4.00	SAME	SAME	SAME	Inbound: \$0.03 per stamp used / Outbound: \$0.04 per stamp used	\$0.05 (inbound or outbound) per stamp used	\$0.05 (inbound or outbound) per stamp used
	21	\$8.00	SAME	SAME	SAME	Inbound: \$0.03 per stamp used / Outbound: \$0.04 per stamp used	\$0.05 (inbound or outbound) per stamp used	\$0.05 (inbound or outbound) per stamp used
	43	\$16.00	SAME	SAME	SAME	Inbound: \$0.03 per stamp used / Outbound: \$0.04 per stamp used	\$0.05 (inbound or outbound) per stamp used	\$0.05 (inbound or outbound) per stamp used

SERVICE	CURRENT \$	PROPOSED PRICING YEAR 1	PROPOSED PRICING YEAR 2	PROPOSED PRICING YEAR 3	COMMISSION YEAR 1	COMMISSION YEAR 2	COMMISSION YEAR 3
VideoGram	3 stamps	3 stamps per VideoGram	3 stamps per VideoGram	3 stamps per VideoGram	see stamp commission	see stamp commission	see stamp commission

SERVICE	PRODUCT	CURRENT \$	PROPOSED PRICING YEAR 1	PROPOSED PRICING YEAR 2	PROPOSED PRICING YEAR 3	COMMISSION YEAR 1	COMMISSION YEAR 2	COMMISSION YEAR 3
Music	JPsmih	NA	\$69.95	\$69.95	\$69.95	\$5.00	\$5.00	\$5.00
	JP55	NA	\$129.95	\$129.95	\$129.95	\$5.00	\$5.00	\$5.00
	Songs*	NA	Varies: \$1.19 - \$2.39	Varies: \$1.19 - \$2.39	Varies: \$1.19 - \$2.39	5% of purchase price	5% of purchase price	5% of purchase price

* Priced per song; there will be a discount for full album purchases (vs. purchasing each song individually).

SERVICE	PRODUCT	CURRENT \$	PROPOSED PRICING YEAR 1	PROPOSED PRICING YEAR 2	PROPOSED PRICING YEAR 3	COMMISSION YEAR 1	COMMISSION YEAR 2	COMMISSION YEAR 3
Video Visit	30 Minute Session	\$9.95	\$9.95	\$8.95	\$8.95	\$1.00	\$1.50	\$1.50