

# SUPREME COURT



OF INDIANA

DIVISION OF  
STATE COURT ADMINISTRATION

BRENT E. DICKSON, CHIEF JUSTICE

LILIA G. JUDSON, EXECUTIVE DIRECTOR

DAVID J. REMONDINI, CHIEF DEPUTY EXECUTIVE DIRECTOR

30 SOUTH MERIDIAN STREET, SUITE 500  
INDIANAPOLIS, IN 46204-3568  
317.232.2542  
317.233.6586 FAX  
COURTS.IN.GOV

VIA ELECTRONIC MAIL

March 26, 2013

Elizabeth White  
Clerk, Marion County  
Marion County Clerk's Office  
200 E. Washington Street, Suite W122  
Indianapolis, Indiana 46204

Dear Clerk White:

I am pleased to inform you that your renewal request to post non-confidential court information on the Internet that you submitted earlier this year has been approved, subject to the conditions set forth in this letter. This approval is administrative in nature and is granted under the provisions of Trial Rule 77(K).

1. You are authorized to post non-confidential party, attorney, case number and CCS information on the Internet, as well as the court calendar. Should you decide to make any changes to what you propose to post, you must seek and obtain specific approval for such changes.
2. You must provide a copy of this approval letter to the judge of each court whose records are posted on the Internet.
3. Approval of this request to post information on the Internet in no way reduces the obligation of the clerk and court to make non-confidential court information available to the public through traditional means in response to in-person and telephone inquiries.
4. You, the judge, and any entity involved in providing technology services for court records are responsible for taking reasonable steps to ensure that Administrative Rule 9, as well as all other applicable state and federal laws are followed, including without limitation, those laws pertaining to confidentiality. The full text of Administrative Rule 9 can be found under Administrative Rules at <http://www.courts.in.gov/2695.htm>.
5. Your contract with your case management vendor and the Internet services provider must comply with the requirements of Administrative Rule 9(K).
6. Your contract with your vendor must explicitly make clear that all information and data remain the property of the court, and any use of the data other than as specified by this authorization, is

prohibited. No court data will be sold, licensed, or otherwise made available to any other entity for any other purpose.

7. You must conduct periodic audits of the data being provided over the Internet in order to assure compliance with this approval, Administrative Rule 9 and other relevant laws.

8. You must assure that the display on the Internet will provide appropriate advice and/or disclaimer to users about the non-official status of the information displayed on the Internet.

9. If your County Board of Commissioners has adopted an electronic system fee to be charged in conjunction with public access to court records, you must have the fee approved by the Division, and the method of the fee's collection, deposit, distribution and accounting must be approved by the Indiana State Board of Accounts as required by Administrative Rule 9(E).

10. If you are ultimately allowed to post court documents on the Internet, as opposed to just the CCS, you will need to report on matters related to the posting of court records, including the number of subscribers, fees collected and any security breach issues that have arisen. This report will be required as part of the renewal process.

11. The Supreme Court and the Division of State Court Administration reserve the authority to make changes to the approval process and to the rules governing both the approval and the posting of information. Any contractual arrangement should reflect acknowledgment of this authority.

12. Prior to this approval, vendors transferring court data to their own servers as part of the posting process executed and filed with the Division of State Court Administration a Request for Bulk Data/Compiled Information and User Agreement for Bulk Distribution of Data. If any changes occur during the year, both documents must be amended.

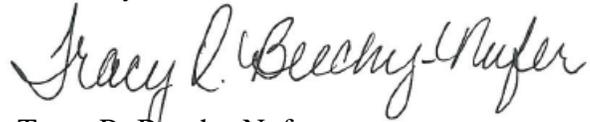
13. All vendors receiving bulk data transfers, including transfers for the purpose of posting court records in accord with T.R. 77(K), must fill out a Distribution Receipt Form for Bulk Distribution of Data or Compiled Information and file the completed form with the Division of State Court Administration within thirty (30) days of the first distribution.

14. This approval expires **February 28, 2014**. Renewal requests should be made using the Renewal Form for Posting Court Information on the Internet that may be downloaded from the Indiana Courts website at <http://www.courts.in.gov/admin/2481.htm>, and should be mailed back to the Division of State Court Administration at least ten (10) days prior to the expiration of this approval.

Courts using the Odyssey case management system are automatically approved to post court information on the Internet in the manner described by the Supreme Court's Order dated December 5, 2007, *In Re The Matter of Public Access to Electronic Court Records Under Odyssey Case Management System*, 94S00-0712-MS-567, and no further approval from the Division is required.

Please feel free to contact me at (317) 232-2542 or [tracy.beechy-nufer@courts.IN.gov](mailto:tracy.beechy-nufer@courts.IN.gov) or staff attorney Jeff Wiese at (317) 234-1873 or [jeffrey.wiese@courts.IN.gov](mailto:jeffrey.wiese@courts.IN.gov) should you have any further questions or need further assistance.

Sincerely,

A handwritten signature in black ink that reads "Tracy R. Beechy-Nufer". The signature is written in a cursive style with a large initial 'T' and 'B'.

Tracy R. Beechy-Nufer  
Director, Trial Court Management

**Indiana Supreme Court  
Division of State Court Administration  
Request to Post Court Information on the Internet  
under Trial Rule 77(K) – Renewal Request**

*You must complete this form regardless of prior approval!*

**Important Notes:** A vendor who accesses court information under this request must execute a Bulk Data User Agreement with the Division of State Court Administration under Administrative Rule 9 before this request may be approved and before any court information may be released to that vendor.

If a vendor is used, the Division will not approve any request that is not accompanied by a copy of the agreement between the clerk and the vendor, which agreement must include provisions requiring the vendor to report any breaches of security and/or any unauthorized release of confidential information bi-annually, and providing for an annual audit, at vendor expense, of revenues generated by the contract.

For questions related to this form, please contact Jeffrey S. Wiese. All materials should be submitted to the Division of State Court Administration, Attn: Jeffrey S. Wiese, 30 South Meridian Street, Suite 500, Indianapolis, IN 46204, or by fax to (317) 233-6586.

County: Marion County Date of Request: January 18, 2013  
Clerk: Elizabeth L. White Vendor\*(if any): Local Government Online (LoGO)  
Indiana

\*See Important Notes above

Requestor Name: Elizabeth L. White Phone Number (317) 327-4740

Requestor E-Mail Address: beth.white@indy.gov

Requestor Address: Marion County Clerk's Office  
Suite W122, 200 East Washington Street  
Indianapolis, Indiana 46204

Requestor Office/Position/Title: Marion County Clerk of Circuit Court

Pursuant to Trial Rule 77(K), I, **Elizabeth L. White**, Clerk of **Marion County**, with the consent of a majority of the judges of courts of record in the county request to post electronic court information on the Internet as set out below.

*As a renewal request, you only need to complete Sections 1 & 3. However, if your vendor, pricing or information posted has changed from your initial request, you must indicate those changes in Section 2. Is your renewal requesting any changes?  Yes  No*  
*If yes, please complete only those items for which a change is requested.*

<b>Section 1 – For Renewals Only:</b>
---------------------------------------

A. Date information was first posted to Internet:

Criminal Court Information: **1997**

Civil Court Information: **1998**

B. Does your Court post the information using in-house technology?  Yes  No

C. If no, Name of Vendor: **LoGO Indiana**

D. Date your vendor was last approved for Admin.R. 9(F) Bulk Data access?

**No bulk access, we connect directly to information housed in JUSTIS and Odyssey and only provide individual access to records as requested.**

*(Vendors must renew Admin.R. 9(F) requests annually)*

E. Does your Court or does your vendor charge a fee for access to the Court

Information?  Yes  No *(If your fee structure has changed, you must indicate changes in Section 2.)*

F. If you or your vendor charges a fee, please provide the amount of revenue collected by the Court or remitted to the Court for the previous year: **No fees for court records go back directly to Marion County Clerk’s Office, but a percentage of adjusted gross revenue fees go back to the Enhanced Access Revenue Fund overseen by the Enhanced Access Revenue Committee. From 2010- 2012, \$459,714 was deposited into the EARC Fund.**

**Fees for Traffic Court fines go into a bank account overseen by the Marion County Clerk’s Office. From January 1, 2010 through December 31, 2012 approximately \$29.7 million dollars has been deposited.**

G. Has your County Board of Commissioners adopted an electronic system fee?

Yes  No

**Fees for court record access:**

Service	Instant Access Fees	Monthly Account Agreement Holder Fees
Civil Court Searches	\$0.00	\$0.00

<i>Civil Case Summary</i>	\$6.12	\$5.00
<i>Financial Judgment Detail</i>	\$4.08	\$3.00
<i>Summons</i>	\$2.04* <sup>1</sup>	\$1.00
<i>Tax Warrant</i>	\$2.04*	\$1.00 search /\$1.00 per detail
<i>Criminal Court Search</i>	\$3.06	\$2.00
<i>Booking Details</i>	\$6.12	\$5.00
<i>Case Summary</i>	\$6.12	\$5.00
<i>Traffic Ticket Payments</i>	\$2.00 plus 2%*	N/A
<i>Limited Criminal History</i>	\$17.34	\$15.00

If yes, did your Court comply with Admin.R. 9(E) with regard to the fee collection, deposit, distribution and accounting of any revenue?  Yes  No

H. List specific costs associated with the posting of information electronically, e.g., Internet access. (Please list with dollar amounts, add additional lines or pages if necessary)

**2010-2012 Costs**

<u>Costs</u>	<u>Amount</u>
<u>Maintenance, Security, Hosting, Support, Staff Equipment, Legal, HR, Payroll, Management</u>	<u>\$5.35 million</u>

I. List the responsible party, e.g., County Commissioners, for each of these costs:  
**LoGO Indiana is responsible for all costs.**

J. Is Internet access to records available at all times?  Yes  No

K. If Internet access is available only during particular hours, please list hours:  
**Monday through Saturday: 6:00 AM to 10:00 PM**  
**Sunday: 6:00 AM to 4:30 PM then 8:30 PM to 10:00 PM**

L. Please provide the following details for any and all revenues generated from the posting of court records to the Internet:

- Revenues generated in since last request filed: **(2010 to 2012)**  
**LoGO Indiana Revenue: \$ 4.52 million (other service revenue from additional City/County services assists with meeting operating budget goals)**  
**City of Indianapolis/Marion County Revenue: \$30,159,714**
- Fund/account revenues are deposited to: **EARC Revenue Share Fund or the Marion County Clerk's Office Bank Account (depending on service).**

<sup>1</sup> \* Indicates pricing updates/new services since last application. Will be addressed in Section Two.

3. Expected revenues for renewal period: (2013) To be determined, based on Odyssey implementation.

*If your vendor, pricing structure and the information you are posting remain the same as in your initial application, you need not complete Section 2. If your vendor, pricing or information posted has changed, you must indicate the changes in Section 2.*

**Section 2- For Change of Information: (only complete those items that have changed)**

A. Proposed start date for posting electronic information: 08/ 2012. Added new options for Summons and Tax Warrants to open up information to non-subscribers.

B. Name of Vendor (if any): LoGO Indiana (same vendor). Added additional ways in which a citizen or business could access information already approved for sale and increase fee to pay traffic ticket fee/fine by \$1.00 increase.

C. List specific costs associated with the posting of information electronically, e.g., Internet access, technology costs. (Please list with dollar amounts, add additional lines or pages if necessary):

<u>Costs</u>	<u>Amount</u>
<u>None to City/County</u>	<u>Provided under self-funded model at no cost to City/County, costs would have exceeded \$20,000 for the new projects.</u>

D. List the responsible party for each of these costs, e.g., County Commissioners, vendor reimbursement:

LoGO Indiana

E. Will Internet access to records be available at all times?  Yes  No

F. If Internet access is available only during particular hours, list hours here \_\_\_\_\_

Monday through Saturday: 6:00 AM to 10:00 PM

Sunday: 6:00 AM to 4:30 PM then 8:30 PM to 10:00 PM

G. Please provide the following details for any and all revenues expected to be generated from the posting of court records to the Internet: (additional services only)

1. Fund/account revenues will be deposited to: LoGO Indiana and EARC Revenue Share Fund
2. Did your Court comply with Admin.R. 9(E), if applicable? N/A
3. Expected revenues for first year: \$5,000-10,000

H. Who will be able to access the electronic information? (Check those that apply)

1.  General public (i.e. no subscribers, all users have same access)
2.  Subscribers/registered users only (i.e. no general public access, all users must

be registered)

3.  Both subscribers/registered users and general public (i.e. more information available to registered users, but some information available to general public access)
4.  Other (please describe access):

\_\_\_\_\_

\_\_\_\_\_

I. Will your system require users to subscribe or register?  Yes  No (not for these services)

If no, skip to Question J. If yes, please attach the subscriber agreement to this document, and answer the following questions:

1. Is there a cost for subscription?  Yes  No If yes, how much? \$ \_\_\_\_\_
2. What information may a **subscriber** obtain electronically? \_\_\_\_\_
- \_\_\_\_\_
3. Is there an additional cost for **subscribers** to access specific records?  Yes  No If yes, how much is the cost to **subscribers**? \$ \_\_\_\_\_ and how is it assessed (per record, per search, etc.)? \_\_\_\_\_
- \_\_\_\_\_

J. Can the **general public** access specific case records?  Yes  No

1. What information may the **general public** obtain electronically? **Tax Warrant information and Summons Service and Summons Details.**

\_\_\_\_\_

2. Is there an additional cost for the **general public** to access specific records?  Yes  No If yes, how much is the cost to the general public? **\$2.04** and how is it assessed (per record, per search, etc.)? **Per record and per detail search.**

K. How will the clerk/court monitor subscriber/vendor relations? Who is responsible for audits and oversight and how often are audits reported to the courts? **LoGO Indiana reports monthly on service usage. Annually, LoGO Indiana is audited and the results of that audit are available to the Enhanced Access Revenue Committee.**

L. What means will be used to terminate access if a subscriber or vendor misuses or violates the agreement, who will implement the termination, are there other consequences besides termination of access (list any), and are there any safeguards in place to prevent misuse of the system?

**LoGO Indiana monitors use of the system. If a user does not follow the Terms of Use Agreement the subscriber account will be inactivated. LoGO Indiana can block**

individual users from purchasing information via the site by card/name, but so far has not had to implement this procedure for court record misuse.

M. What information do you plan to include on your site? (Choose all that apply)

N/A

General Public Access	Subscriber Only Access	
<input type="checkbox"/>	<input type="checkbox"/>	Courthouse Information (driving directions, parking, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	Court Information (address, phone numbers, general hours, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	Judge Information (biographical, jurisdiction, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	Index
<input type="checkbox"/>	<input type="checkbox"/>	CCS
<input type="checkbox"/>	<input type="checkbox"/>	RJO
<input type="checkbox"/>	<input type="checkbox"/>	Court Calendar
<input type="checkbox"/>	<input type="checkbox"/>	Printable Forms
<input type="checkbox"/>	<input type="checkbox"/>	Self-Help Information
<input type="checkbox"/>	<input type="checkbox"/>	Other (please describe below)

If you selected "other", please describe: \_\_\_\_\_

N. How often will the site be updated and by what means (vendor or court/county staff)?

N/A

O. In addition to confidential information under Administrative Rule 9, is there particular information that will be redacted or that will not otherwise be available to the general public?  Yes  No

Describe: N/A  
\_\_\_\_\_  
\_\_\_\_\_

P. In addition to confidential information under Administrative Rule 9, is there particular information that will be redacted or that will not otherwise be available to **subscribers**?

Yes  No

Describe: N/A  
\_\_\_\_\_  
\_\_\_\_\_

Q. Is the court's case management system web-based or will the information be transferred to a vendor's server?

Please explain: N/A  
\_\_\_\_\_  
\_\_\_\_\_

R. Please describe, in detail, what kind of security process will be used to safeguard court information that is posted to the Internet, as well as the court information/case management system on the court's own server, e.g., firewall, redundant back up:

N/A

S. Please provide details on your plan and/or procedure for updating the site, including the individual(s) responsible for checking information posted to the Internet, how frequently the information is reviewed, and how often updates to the web site are reported to the courts for approval of the updates: N/A

**Section 3 – Required For All Requests**

**ATTACHMENTS:** Please attach the following to this request:

1. Copy of the current Consent of the Judges for posting the records under Trial Rule 77(K). (Consent must be updated with every renewal request.)
2. Copy of samples of web pages or screen prints.
3. Copy of the agreement between the Court or Clerk and any outside vendor, if applicable.
4. Copy of the letter from the Division of State Court Administration approving Vendor to receive bulk data distribution, if a Vendor is used to access court information under this request. N/A
5. Copy of any documentation with respect to compliance with the State Board of Accounts and the revenue accounting methods, if applicable.
6. Copy of any subscriber agreements provided by the Court or Vendor, if applicable.
7. Document Submission Checklist (*Attach to the front of your request.*)

*I hereby certify that the abovementioned information is accurate and complete, and that all information will be posted in compliance with Trial Rule 77 (K) and Administrative Rule 9.*

Requestor's Name (Please Print)

*Robert White*  
Requestor's Signature

Requestor's Title

2/1/13  
Date

1/31



Indiana Supreme Court  
Division of State Court Administration  
Trial Rule 77(K) Request Checklist

County: MARION Court(s): \_\_\_\_\_

Before you mail your Request to Post Court Information on the Internet, please check that the following documents are included:

- Yes  No Copy of the current Consent of the Judges for posting the records under Trial Rule 77(K), *required*.  
(Consent must be updated with every renewal request.)
- Yes  No Copy of samples of web pages or screen-prints, *required*.
- Yes  N/A Copy of the agreement between the Court or Clerk and any outside Vendor, if applicable.
- Yes  N/A Copy of the letter from the Division of State Court Administration approving Vendor to receive bulk data distribution, if a Vendor is used to access court information under this request.
- Yes  N/A Copy of any documentation with respect to compliance with the State Board of Accounts and the revenue accounting methods, if applicable.
- Yes  N/A Copy of any subscriber agreements provided by the Court, Clerk or Vendor, if applicable.

\*\*\*\*\*

Division of State Court Administration Use Only

Date Request Received \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Required Documents Attached?  Yes  No AR9(F)-1 \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Recommendation: \_\_\_\_\_

Approved:  Yes  No Date of Decision: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

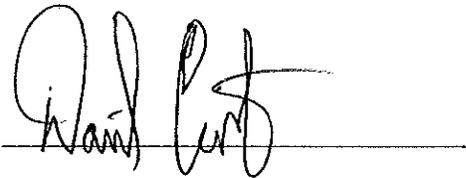
Approved/Disapproved by: \_\_\_\_\_

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF MARION    )

IN THE MARION SUPERIOR COURT  
AND  
MARION COUNTY CIRCUIT COURT

ORDER

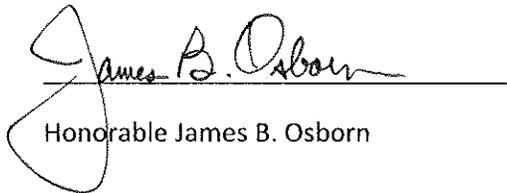
Pursuant to Indiana Rules of Procedure, Trial Rule 77, we collectively approve the posting of non-confidential court information, as permitted by and in accordance with the specifications outlined in Trial Rule 77 , by the Clerk of the Courts of Marion County on the internet, via the current vendor. The vendor for such electronic data is LoGo Indiana.



Honorable David J. Certo, Presiding Judge



Honorable Becky F. Pierson-Treacy



Honorable James B. Osborn



Honorable Marc T. Rothenberg



Honorable Louis F. Rosenberg, Judge, Circuit Court

Dated: January 31, 2013

## Criminal Justice Search



Marion County Circuit Court  
Clerk's Office



### Criminal Justice Search

This service allows you to obtain court record data without a monthly account. This service is provided by a third-party working in partnership with the City of Indianapolis and Marion County. The price of the total payment through this service includes funds to develop, maintain and enhance the City County's eCommerce Services offered at [www.IndyGov.Biz](http://www.IndyGov.Biz). You will have the opportunity to review the total price prior to finalizing your transaction.

*There is a \$2.00 charge assessed when search is conducted. Database is updated continually. Information recorded before 1988 may not be in the database. Search requests may take up to 2-3 minutes to conduct due to available computer processing speeds. [Click for help info.](#)*

Court Case information searches and results will not contain information on Protective Orders. If you need to verify Protective Order Details, please contact the Marion County Clerk's Office. Additionally, all case types marked as confidential will not return within an online result search. If you need information on a confidential case, please contact the Marion County Clerk's Office.

[Please click here for special note from County Clerk's Office regarding Case Summaries and Disposition](#)

[Please click here for Search Tips](#)

Government agencies, please click [here](#) for additional information

Last Name: (required)	
Use sound alike search? <input type="checkbox"/>	
First Name: (first initial required)	
Date of Birth: (mm/dd/yyyy) (optional)	
Social Security Number: (optional)	
Gallery Number: (optional)	
Case ID: (optional)	
<input type="button" value="Search"/> <input type="button" value="Reset"/> Client ID: (optional)	

[\\*\\*Make a Commissary Deposit](#)

## Criminal Justice Name Search

Marion County Circuit Court Clerk



Elizabeth L. White, Clerk W-122 CITY COUNTY BUILDING  
201 WASHINGTON STREET  
INDIANAPOLIS, IN 46204-0001  
(317) 327-4100

Fri Jan 18 09:40:24 EST 2013

### Criminal Justice Name Search Results

*For additional information relating to your results, click on the "Case Summary" button (at no additional cost). All cases relating to a particular gallery number will be displayed on the next results screen. There is a \$5.00 charge to view any detailed Case Summary from the next results page. There is a \$5.00 charge to view the Party Booking Detail directly from this page.*

This service allows you to obtain court record data without a monthly account. This service is provided by a third-party working in partnership with the City of Indianapolis and Marion County. The price of the total payment through this service includes funds to develop, maintain and enhance the City County's eCommerce Services offered at [www.IndyGov.Biz](http://www.IndyGov.Biz). You will have the opportunity to review the total price prior to finalizing your transaction

Name	Race	Sex	Date of Birth	Gallery	Case Summary	Party Booking Detail
MOREHOUSE, HARVEY J	W	M	06 10 1956	060000503681	<input type="button" value="Case Summary"/>	<input type="button" value="Booking Detail"/>

\* The following parameters were used for this search : lastName=morehouse, midx=000 firstName=harvey submit=Search username=testMult

1-1 of 1 Record(s)

\*\*\*\*End of Records\*\*\*\*

[Click here to search again.](#)

# Criminal Case Summary

Marion County Circuit Court Clerk



Elizabeth L. White, Clerk

W-121 CITY COUNTY BUILDING  
201 WASHINGTON STREET  
BOSMANVILLE, IN 46034-3391  
(317) 327-4747

Fri Jan 18 09:41:46 EST 2013

*There is a \$5 fee assessed for each case summary retrieved.*

	Name	Gallery	Dob	Race	Sex	Case ID
Select	MOREHOUSE, HARVEY J	000000503681	06/10/1956	W	M	96083224
OPER.VEH.WHILE INTOX./MA						
PUBLIC INTOXICATION/MB						
FAIL.STOP.AFTER.ACC.NO.INJURY/DEATH/MC						

1 Records

\*\*\*\*End of Records\*\*\*\*

[Return to Name Search Results](#)

# Criminal Case Booking Detail

Marion County Circuit Court Clerk



Elizabeth L. White, Clerk

W-121 CITY COUNTY BUILDING  
201 WASHINGTON STREET  
BOSMANVILLE, IN 46034-3391  
(317) 327-4747

Fri Jan 18 09:42:15 EST 2013

## Party Booking Detail List Information

PDID Name: MOREHOUSE HARVEY J Gallery Number: 000000503681

Date of Birth: 06/10/1956

Race: W

Sex: M

You may select any or all listings for more detail. There are no additional fees assessed per listing.

	Booking Date	Inoc	Fyng	Case ID	Case Charges
Select	06/16/96	06/11	OUT	96083224	OPER VEH WHILE INTOX./MA PUBLIC INTOXICATION MB

\*\*\*\*End of Records\*\*\*\*

[Return to Name Search Results](#)

## Civil Court Records

### Civil Court Name Search

This service allows you to obtain court record data without a monthly account. This service is provided by a third-party working in partnership with the City of Indianapolis and Marion County. The price of the total payment through this service includes funds to develop, maintain and enhance the City County's eCommerce Services offered at [www.IndyGov.Biz](http://www.IndyGov.Biz). You will have the opportunity to review the total price prior to finalizing your transaction.

Database contains information from 1991 to the present. It is continually updated. Search requests may take 1-3 minutes due to available computer processing speeds.

Court Case information searches and results will not contain information on Protective Orders. If you need to verify Protective Order Details, please contact the Marion County Clerk's Office. Additionally, all case types marked as confidential will not return within an online result search. If you need information on a confidential case, please contact the Marion County Clerk's Office.

There is no charge to conduct the Name Search. There is a \$5.00 charge assessed to view each Case Summary. There is a \$3.00 charge to view each Judgment Financial Activity Report.

[Click for Help Information](#)

Government agencies, please click [here](#) for additional information.

#### 1. Search by Individual Name:

Last Name: (Required)	
First Name: (optional)	

#### Or 2. Search by Company Name:

Company Name: (Required)				
Party Type: (Optional)	▼			
Court ID: (optional)	▼			
Date Range: (Optional)	Year From:	91 ▼	Year To:	13 ▼

#### Or 3. Search by Cause Number:

Cause Number: (Required)	
--------------------------	--

## Civil Case Name Search

Marion County Circuit Court Clerk



Elizabeth L. White Clerk 317-222-0100 (OFFICE) 317-222-0101 (FAX) 317-222-0102 (TDD) 317-222-0103 (VOICEMAIL) 317-222-0104 (TEXT) 317-222-0105 (EMAIL)

### Civil Case Name Search Results

There is a \$5 charge assessed to view each Case Summary.  
There is a \$3 charge assessed to view each Judgment Financial Activity report.

Fri Jan 18 09:44:27 EST 2013

First Party	Second Party	Cause Number	Suffix	Case Status	Case Type	Case Summary	Judgment
JET CREDIT UNION	MOREHOUSE HARVEY JAY	49D140402PL000334		D		<a href="#">Case Summary</a>	<a href="#">Judgment Detail</a>
MOREHOUSE KATHERINE L	MOREHOUSE, HARVEY JAY	49D119602DR000159		D		<a href="#">Case Summary</a>	<a href="#">Judgment Detail</a>
1-2 of 2 Record(s)							

Civil Case Summary

Marion County Circuit Court Clerk



Elizabeth L. White, Clerk

3-112 CHRYSLER BUILDING  
200 E. WASHINGTON STREET  
INDIANAPOLIS, IN 46202-0341  
(317) 377-4750

**Civil Case Summary Results**  
Fri Jan 18 09:48:00 EST 2013

<b>Case:</b>	KATHERINE L MOREHOUSE VS HARVEY JAY MOREHOUSE
<b>Cause Number:</b>	49D119602DR000159
<b>Suffix:</b>	
<b>Case Status:</b>	D

Date	Event Description	
	CASE TYPE	<a href="#">More Info</a>
	ATTORNEY DETAILS	<a href="#">More Info</a>
02/01/96	CASE FILED.	<a href="#">More Info</a>
02/01/96	REFERRED TO VISITING NURSE SERVICE	<a href="#">More Info</a>
02/06/96	CAUSE SET FOR PRELIM. HEARING ON 03/05/96 AT 11:45 OCLOCK	<a href="#">More Info</a>
02/06/96	NOTICE OF SPECIFIC HEARING WAS SENT TO SHANNIE VAN-OSTRAND.	<a href="#">More Info</a>
02/06/96	CHILD SUPPORT WORKSHEET FILED	<a href="#">More Info</a>
02/06/96	INCOME WITHHOLDING IN EFFECT.	<a href="#">More Info</a>
02/06/96	VERIFIED PETION TO ACTIVATE INCOME WITHHOLDING ORDER BY	<a href="#">More Info</a>
02/06/96	WAIVER OF SERVICE OF SUMMONS	<a href="#">More Info</a>
02/06/96	AGREED ENTRY APPROVED. PENDENTE LITE	<a href="#">More Info</a>
02/06/96	ORDERED TO APPEAR MARCH 5, 1996 AT 11:45 AM, AND RESTRAINING	<a href="#">More Info</a>
05/31/96	DISSOLUTION GRANTED MOTHER TO HAVE CUSTODY AND FATHER TO	<a href="#">More Info</a>
05/31/96	CAUSE DISPOSED BY BENCH TRIAL	<a href="#">More Info</a>
05/31/96	CASE STATUS IS CHANGED FROM OPEN TO DISPOSED.	<a href="#">More Info</a>
09/02/98	RELEASE OF JUDGEMENT FILED.	<a href="#">More Info</a>

Civil Case Judgment Details

Marion County Circuit Court Clerk



Elizabeth L. White, Clerk W-1224117 & C081117 (06/18/08)  
 JUDGE: WAMBURGH, STEPHEN  
 DISBURSANCE IN: 0-20-0381  
 (352) 327-0710

Civil Court

Judgment Details  
 Fri Jan 18 09:55:49 EST 2013

<u>Cause Number</u>		49F029103CP0001S1	
<u>Suffix:</u>			
<u>Case Status</u>		D	
<u>For (B/I)</u>	B	<u>L/F/M/S</u>	HEALTH AND HOSPITAL
<u>Agst (B/I)</u>	I	<u>L/F/M/S</u>	ARMOUR, VICKIE L
<u>Judgment</u>	DEFAULT	<u>Judgment Date</u>	06 19 91
<u>Property (y/n)</u>	N	<u>Decree Issued (Y/N)</u>	
<u>Total Judgment</u>	\$4,182.11	<u>Garnishment Issued (Y/N)</u>	
<u>Total Paid</u>	\$1,959.98	<u>Total Disbursed</u>	\$1,959.98
<u>Amt Pd Thru Sheriff</u>	\$5.00	<u>Balance To Be Disbursed</u>	\$5.00
<u>Satisfaction Code</u>		<u>Satisfaction Date</u>	
Comment:			

Additional Judgment Parties

<u>For/Agst</u>	<u>B/I</u>	<u>Party Name</u>
A	I	ARMOUR, VICKIE L
F	B	HEALTH AND HOSPITAL

## Summons Services



Marion County Clerk's Office and Marion County Sheriff's Office  
**Summons Service**



Database contains information from 1993 to the present. It is continually updated. There is no charge to conduct the initial search. There is a \$1.00 charge for each Summons Service Detail you select to view as a result of your search.

[Click for Help Information](#)

Enter Cause Number:

Cause Number: (Required)	
Suffix: (Optional)	

Client ID: (optional)

[Printer-Friendly Version](#)

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## Summons Services Details

Marion County Circuit Court Clerk



Elizabeth L. White, Clerk

W-122 CITY COUNTY BUILDING  
 200 E. WASHINGTON STREET  
 BOWMANVILLE, IN 46201-3331  
 (317) 327-4710

### Service Details

Fri Jan 18 10:59:47 EST 2013

Cause Number	49D089407DR000125	Suffix	Case Status	D
Case	KERRY L SISSOM VS. DANIEL R SISSOM			
Type of Process	SUMMONS AND TEMPORARY RESTRAINING O			
Name (L/F/M/S)	SISSOM,DANIEL R			
Address	4524 MOSS CREEK TE INDPLS, IN 46237 -			
Date Filed	07/01/94	Date To Send To Sheriff	07/05/94	
Date Attempted/Served	07/06/94	Time Attempted/Served	03:00 PM	
Type of Service	COPY	Deputy ID	H6388	
		Date Returned	07/07/94	

## Tax Warrants



Marion County Circuit Court  
Clerk's Office



### Tax Warrants

*Database contains information from November 1990 to the present. It is continually updated. Search requests may take 1-3 minutes due to available computer processing speeds.*

*You may search by either Individual name, Company name, or Warrant Number.*

*As of July 17, 2008, all State of Indiana Workforce Development Tax Warrants filed as of this date are listed under the Civil Court Case Summary application as a foreign judgment, not under Tax Warrants. Any Indiana Workforce Development Tax Warrants filed before this date can be found by searching the Tax Warrant Application.*

[Click for Help Information](#)

#### 1. Search by Individual Name OR Company Name

#### 2. Search by Warrant Number



Marion County Circuit Court  
Clerk's Office



[Click for Help Information](#)

There is a \$1.00 charge for each Warrant Detail. Satisfaction details are available for an additional \$1.00 charge.

#### Search by Individual Name:

Last Name: (Required)	
First Name: (optional)	
Middle Name: (optional)	
Suffix: (e.g., Junior, Senior, II, III) (optional)	

#### OR Search by Company Name:

Company Name: (Required)	
--------------------------	--

Client ID: (optional)

## Tax Warrants Address Detail

Marion County Circuit Court Clerk



Elizabeth L. White, Clerk

W-122 CHRY COUNTY BUILDING  
200 E. WASHINGTON STREET  
INDIANAPOLIS, IN 46204-3381  
(317) 327-1750

Address Detail  
Fri Jan 18 10:03:02 EST 2013

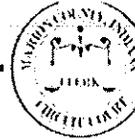
<b>Warrant Number:</b>	00003937811
<b>Defendant 1:</b>	DAVIES, SCOTT
<b>Defendant 2:</b>	DAVIES, SONYA L
<b>Address:</b>	59733 DECATUR RD LOT 18 CASSOPOLIS, MI 49031 - 9480

\*\*\*\*End of Record(s)\*\*\*\*

[Click For Warrant Satisfaction Details.](#) There is a \$1 charge for this service.

## State Tax Warrant Results

Marion County Circuit Court Clerk



Elizabeth L. White, Clerk

W-122 CHRY COUNTY BUILDING  
200 E. WASHINGTON STREET  
INDIANAPOLIS, IN 46204-3381  
(317) 327-1750

State Tax Warrant Results  
Fri Jan 18 10:03:36 EST 2013

<b>Warrant Number:</b>	00003937811
<b>Defendant 1:</b>	DAVIES, SCOTT
<b>SSN or Tax ID for Defendant 1:</b>	XXX-XX-7934
<b>Defendant 2:</b>	DAVIES, SONYA L
<b>SSN or Tax ID for Defendant 2:</b>	XXX-XX-3081
<b>Judgment Amount:</b>	32.26
<b>Judgment Date:</b>	05/29/02
<b>Recall Date:</b>	
<b>Issued In Error Date:</b>	
<b>Address:</b>	59733 DECATUR RD LOT 18 CASSOPOLIS, MI 49031 - 9480
<b>Last Updated By:</b>	JSWM0
<b>Date:</b>	02/25/03
<b>Time:</b>	03:01 PM

\*\*\*\*End of Record\*\*\*\*

Tax Warrants Satisfaction Details

Marion County Circuit Court Clerk



Elizabeth L. White, Clerk

W-122 CHRYSLER BUILDING  
2011 WASHINGTON STREET  
INDIANAPOLIS, IN 46204-3361  
(317) 327-4710

State Tax Warrant Satisfactions  
Fri Jan 18 10:04:27 EST 2013

<b>Warrant Number:</b>	00003937811
<b>Defendant:</b>	

Satisfy Date	Full/Part (F/P)	Reference	Added By	Date Added	Time Added
02/24/03	F		JSWM0	02/25/03	03:01 PM



Brought to you by: LoGO Indiana

### Monthly Account Agreement

**Instructions:**

*Upon completion of this form, please sign and send to:*

LoGO Indiana/IndyBiz,  
10 West Market Street, Suite 600  
Indianapolis, IN 46204  
For accounts paying via ACH,  
Form may be faxed to: 317-233-2011

**Account Agreement Terms & Fees**

\$75.00 annual fee  
Statutory and enhanced fees apply to each transaction.  
Up to ten usernames per account.

### USERNAME ASSIGNMENTS

Please print the actual name(s) to be assigned a username. Each user must provide an e-mail address.

Which method is preferred to receive username and passwords: \_\_\_phone \_\_\_fax \_\_\_mail \_\_\_email\*

\*Usernames and passwords will be sent separately.

<b>Account Manager Name</b>	<b>Username**</b>	<b>E-mail Address</b>
_____	_____	_____

<b>Billing Manager Name</b>	<b>Username**</b>	<b>E-mail Address</b>
_____	_____	_____

\*\*If the username requested is not available a different username will be assigned.

### Requested Users:

	Name	E-mail Address
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____

### MAILING ADDRESS

Organization Name: \_\_\_\_\_  
 Contact/Admin Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ ext \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

### ACCOUNT INFORMATION

**Business Accounts**  
 Name of President/GM/Officer: \_\_\_\_\_  
 Tax ID Number: \_\_\_\_\_  
 Web Site Address: \_\_\_\_\_

### **PAYMENT METHOD** *(Please select only one)*

Monthly Invoice\*       Direct Debit (ACH)

\*Invoices will be emailed, please indicate email address below:

Email address: \_\_\_\_\_

Specific payment information such as bank account information will be gathered on a separate form, which is included. You do not need to complete the separate form if you selected "Monthly Invoice" as your billing option. Please make checks payable to LoGO Indiana for the \$75 annual fee and include it with your Monthly Account Agreement form via mail.

---

### **NATIONAL AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) ORGANIZATIONAL INFORMATION** *(Required for Individuals and Businesses)*

List the NAICS # and Organization Type that is the primary focus of your business. If you do not know your NAICS # and/or Organization, please refer to the Official Site: <http://www.census.gov/eos/www/naics/>.

NAICS #:  
*(Required)*

ORGANIZATION:  
*(Required)*

\_\_\_\_\_ ; \_\_\_\_\_

Examples (used only for internal classification purposes):

6 1 1 3 1 0 ; Colleges, Universities, and Professional Schools  
5 4 1 1 1 0 ; Offices of Lawyers  
5 4 1 6 1 2 ; Human Resources Consulting Services

How did you hear about us? \_\_\_\_\_

Press Release/Article     Twitter     Facebook     Government Agency  
 Internet     Brochure     Poster     Tradeshow/Seminar     Webinar  
 Referral/Word of Mouth     Direct Mail  
 Other: \_\_\_\_\_

### **AUTHORIZED SIGNATURE**

*I have read and agree to the terms and conditions of this Monthly Account Agreement for myself and any entity or organization for which I sign. I represent and warrant that I have the authority to sign this Monthly Account Agreement on behalf of and bind any entity or organization for which I sign. I further acknowledge that by signing and sending this Monthly Account Agreement by facsimile, i, and any entity or organization for which I sign, waive the right to contest the authenticity of my signature and the right to contest the enforceability or admissibility of this Monthly Account Agreement on the grounds that it is not an original document.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Account Number (for office use only) \_\_\_\_\_

**BILLING INFORMATION** for direct debit ACH payment. For more information, please refer to the Terms and Conditions.

Direct Debit (ACH)  
Note: \$75 annual fee will be  
Debited to this account.

**Bank Information**

NOTE: This page will be destroyed once the account setup has been completed.

Direct Debit (ACH)

Direct Debits (ACH) will allow LoGO Indiana to directly deduct the monthly charges from the account holder's bank account. Only fill out this section if you previously checked "Direct Debit (ACH)" on the Payment Method section of this Agreement.

**PLEASE NOTE: WE CANNOT ACCEPT A ONE-TIME ACH PAYMENT FOR ACCOUNT SET-UP PURPOSES. IF YOU SELECTED TO RECEIVE A MONTHLY INVOICE ON THE PREVIOUS PAGE, PLEASE SUBMIT A CHECK WITH YOUR ACCOUNT AGREEMENT TO COVER THE ANNUAL FEE.**

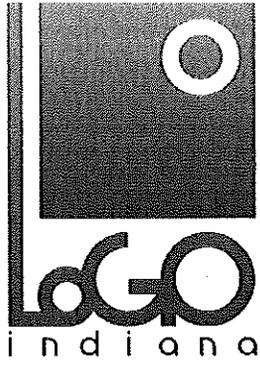
\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Routing Number

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Direct Debit Billing Address

\_\_\_\_\_  
City / State / ZIP Code



## **LoGO Indiana Financial Processing**

---



## **Payment Processing Experience**

LoGO Indiana operates the Marion County/Indianapolis eCommerce Web Portal, IndyGov.Biz, and processes Web, IVR and Over-the-Counter payments for over 17 City/County Agencies. LoGO Indiana is a subsidiary of NIC, Inc. NIC provides electronic payment processing for 28 State Portals. Many of these States have been processing payments with NIC for more than a decade.

This experience has allowed NIC to develop a system of operational best practices that encompass the full lifecycle of payments, from origination to disbursement. These practices allow NIC to deliver payment solutions that not only function correctly and according to standards, but integrate efficiently with the City/County, as well as industry standard accounting and audit processes.

## **Technical Approach**

NIC is capable of quickly delivering such a solution by leveraging the NIC Payment Engine. The Payment Engine, also referred to as TPE, serves as the heart of enterprise payment processing, orchestrating the complex integrations and processes associated with an end-to-end payment solution.

The NIC Payment Engine is currently being utilized by the majority of NIC-managed portals (some States require different payment engines). Because of the varying business environments encountered in these different deployments, the Payment Engine was developed to be extremely flexible. Beyond being flexible at a configuration level, the NIC Payment Engine has been developed as modular system of code objects, which can be extended and modified to meet unique business requirements.

## **Payment Methods**

### *Credit Card Processing*

To meet the needs of City/County users, NIC supports the ability to accept a number of different payment methods. The primary payment types typically utilized for e-government transactions are Credit Card, ACH Debit (also sometimes referred to as eCheck), and customer invoicing. Not all payment methods are appropriate for all types of transactions. NIC will continue to work with City/County agencies to ensure that the proper payment methods are offered for each of the City/County services. All credit card fees applied to City/County applications developed by LoGO Indiana are approved by the Enhanced Access Review Committee.

Credit cards are well suited for Internet payments because they allow the merchant to obtain a real-time authorization, which validates that the card is in good standing and has the adequate funds available. By using the NIC Payment Engine, the City/County will be able to obtain this real-time processing from the ECHO processing network. After service is delivered for a transaction, the transaction is placed into a settlement batch for final processing. This batch is then sent to the processing network for settlement. Once the batch is settled, funds from the transaction are sent directly to the merchant.

Credit cards also provide a number of fraud prevention features that NIC's payment solution fully supports. This includes address verification (AVS), where the user's address information is validated against the billing address of the card holder. Also supported is the Card Security Code (CSC) which is a three-digit number printed on the actual credit card that helps ensure that the card holder has physical access to the credit card. The credit card industry is constantly working on new methods to make online credit card transactions safer. Accordingly, NIC will work with the City/County to implement new fraud prevention technologies as they become available.



### *ACH Processing*

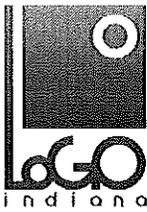
The ACH network provides a quick and effective way of moving money from one bank account to another. The customer provides their bank routing and account number, and this information is placed into an ACH file for processing. These files are processed nightly and the funds are typically deposited the following day. Processing charges are usually very low, on the order of pennies per transaction, unlike credit cards, which charge a percentage per transaction for processing payments. This makes ACH debits a desirable method for processing large payments, such as property or business tax payments.

Unlike credit cards, there is no way to perform a real time authorization check to ensure that a customer's bank account is in good standing and has sufficient funds. On the contrary, the merchant does not even know whether the account number provided actually exists until after the money is received by the merchant. This leads to a high return rate, which can present operational challenges. There are a number of third-party check validation services available, such as ECHO, which can assist in the validation of check payments. Should the City/County elect to implement check validation services, LoGO Indiana will work closely with ECHO, the current check validation company to determine processing fees.

### *Monthly Accounts/Invoice Processing*

The third major payment method is the most traditional in its approach of billing customers for their online service usage on a monthly basis. This payment method is best suited for high volume business-to-government services. For these services, it would be inefficient for a customer to enter payment information for each transaction. Also, the processing fees associated with processing each transaction individually would be prohibitive. Therefore, the customer establishes an account through a monthly account process and receives an invoice for their total usage at the end of each month. Typically the customer then pays by an automatic debit via credit card or a bank account. LoGO Indiana customers also have the option to remit payment by paper check. In this case, paper checks received are processed through a lock-box arrangement with LoGO Indiana's bank.

Payment technologies are always evolving. LoGO Indiana will work with the City/County to allow customers to utilize future payment technologies as they emerge.



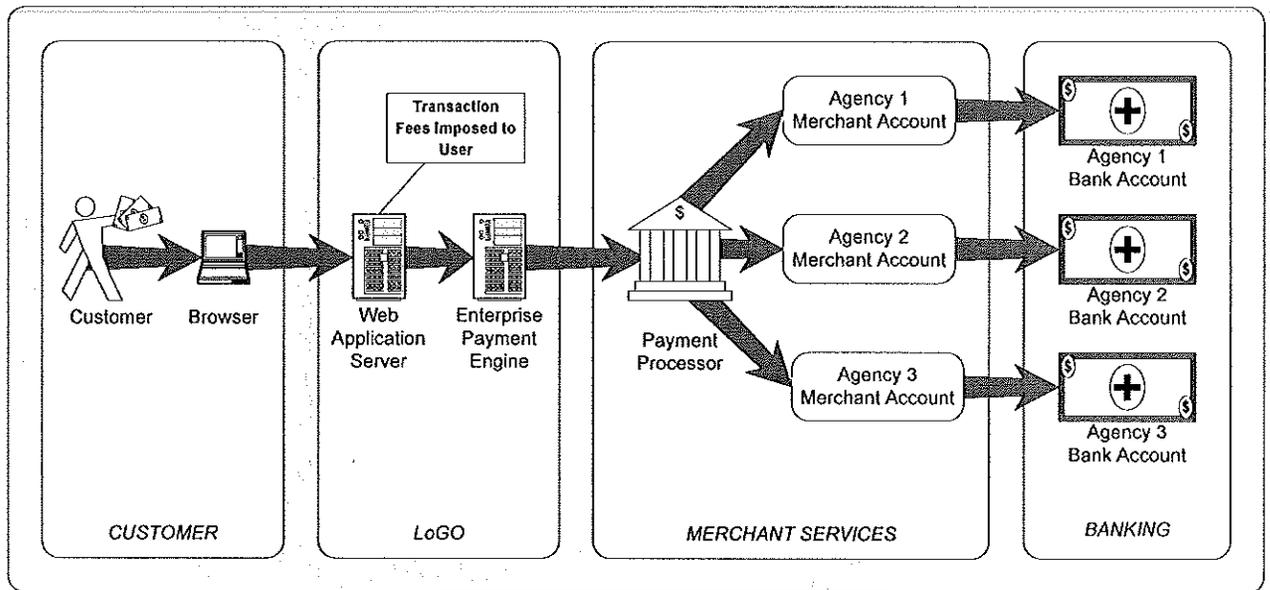
### Flow of Funds Process

Two dominant funds flow processes are typically seen in the processing of electronic payments. These processes differ in whether each agency owns its own merchant account or whether the City/County elects to maintain a central merchant account that is shared by all participating agencies. In practical use, NIC has seen that a mix of these two processes provides the best solution for our partners. Factors such as statutes and rules, as well as the benefits of each approach, must be carefully examined on an application-by-application basis to ensure the optimal model is used.

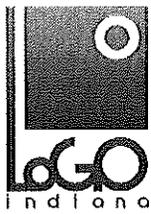
### Individual Merchant Accounts

The first model, where each agency utilizes a separate merchant account, is graphically illustrated in *Figure A-1*. In this process model, the customer uses their Internet browser to interact with a Web application hosted at NIC's Central Data Hosting Center. The customer provides their payment information to the Web application (or alternately to a common set of checkout screens) to originate the payment. This application (or the common checkout application) then contacts the Payment Engine to request authorization for the payment. In real-time, the Payment Engine contacts the appropriate payment processor to request the authorization. The results of the authorization are passed back to the calling application.

FIGURE A-1 Funds-Flow Process Model 1



If the authorization succeeds, the Web application processes the transaction, and then notifies the Payment Engine to capture the appropriate amount of funds. Once again, the Payment Engine interacts with the payment processor to initiate capture of the payment, utilizing either a real-time or batch process (currently real-time is used by City/County applications). Since each agency owns their own merchant account, settlement batches are generated on an agency-by-agency basis. For more specific information on payments made to the City/County, please see Appendix A.

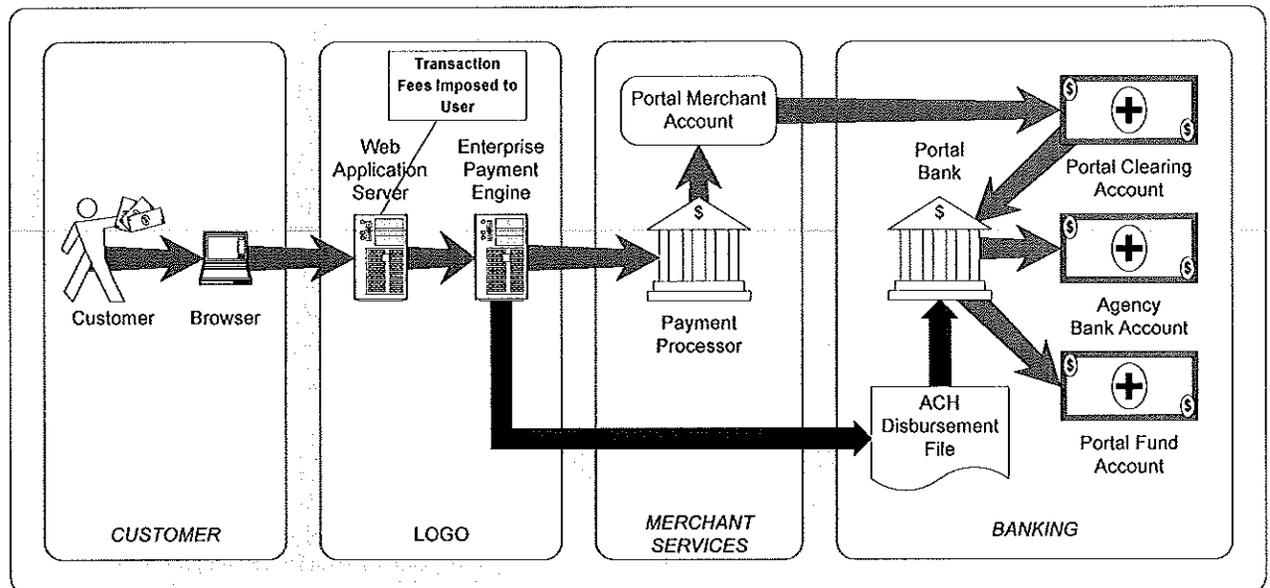


The processor then picks up the settlement batches and interacts with the necessary financial networks to debit the correct amount from each customer account. Each batch results in one or more deposits being made into the agency's bank account. If this agency bank account is just used for clearing purposes, there may be an additional step of transferring funds to another agency account once reconciliation has been completed.

### Enterprise Merchant Account

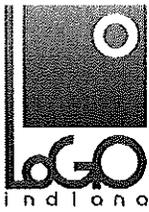
In the second funds flow process, a single merchant account is used for processing all payments. This account is usually owned by the City/County or the governing entity. This account is used as a clearing account, and then funds are distributed to individual government accounts using a secondary disbursement process. This second model is presented in *Figure A-2*.

FIGURE A-2 Funds-Flow Process Model 2



Initiation of payment is identical to the first funds flow process. The difference begins with the generation of settlement batches which are used to actually capture the payments. Payments are processed using this single merchant account, generating a single batch for all agencies and applications utilizing this funds flow model. When these batches settle, funds are deposited into the portal clearing account.

On a nightly basis, the Payment Engine initiates a secondary disbursement process to move funds to the correct agency accounts. If the money needs to actually move from one bank account to another, an ACH file is typically used to move funds to the destination bank accounts. Alternately, funds may not need to move to a new bank account, but may just need to be allocated in the City/County's general ledger. When this is necessary, the Payment Engine is extended to generate a disbursement file which is compatible with the City/County's accounting systems which when processed will allocate funds to the proper accounting objects.



Some of the benefits of this second funds flow process are:

- There is less work required to reconcile a single merchant account instead of many agency merchant accounts
- Funds are received in the agency bank account as predictable and easily reconcilable deposits
- Funds from a single payment can be split and disbursed to multiple bank accounts following settlement to the clearing account
- Only statutory amounts are received by agencies, not involving them in the processing of convenience fees

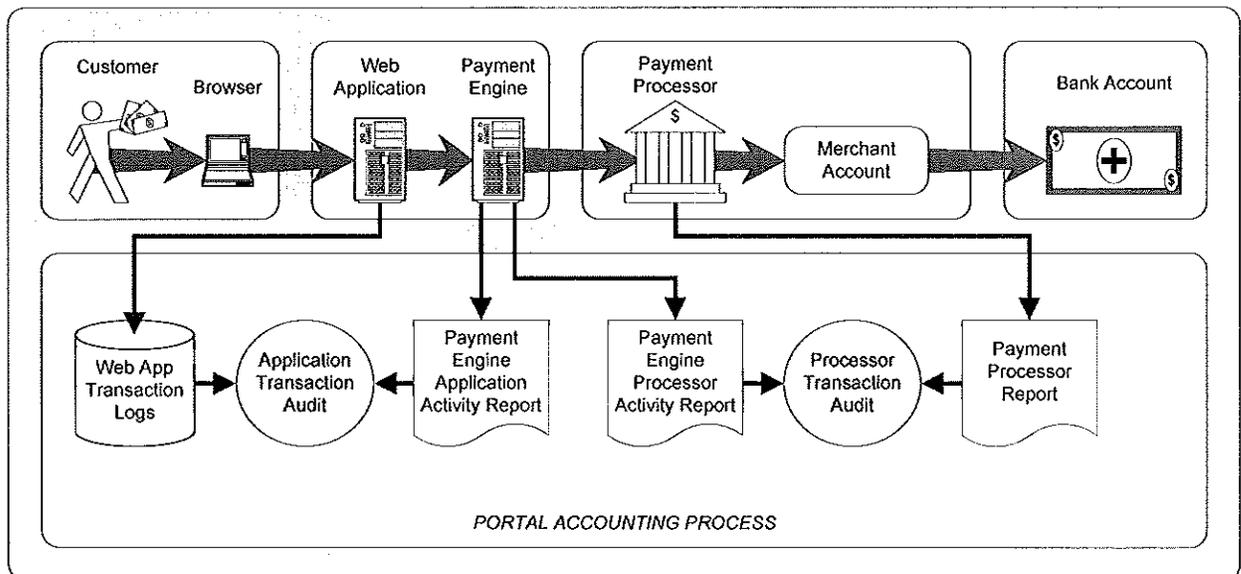
LoGO Indiana proposes to deploy an agreed-upon flow-of-funds model for the City/County to meet the current and future needs of our partner. The proposed system will meet or exceed each of the specific requirements related to funds processing.

### Audit Process

It's not enough for a payment solution to just function correctly. The City/County must be able to prove that the payment process is working correctly through various audit mechanisms. To ensure that payments are processed correctly, audit points are identified throughout the payment lifecycle. The Payment Engine serves as the authoritative data source for all payment transactions. Accordingly, payment origination mechanisms such as Web applications are audited against the Payment Engine record of transactions. Then the settlement and disbursement of funds is audited against the Payment Engine data. This ensures that the payment has been accounted for throughout each step of its processing.

Two audits are performed internally by NIC to ensure data integrity. These are illustrated in *Figure A-3*.

FIGURE A-3 Portal Audit Processes





A well-written Web application will maintain its own record of each transaction it processes. By auditing the transaction details recorded by the Web application with the payment records in the Payment Engine, NIC validates that the Web application and Payment Engine are in complete agreement on what transactions were processed for a given service over a specific time frame.

The second audit point is to compare the payment processors transaction record against the data recorded in the Payment Engine. Communication problems and processor maintenance can sometimes interrupt transaction processing and prevent the Payment Engine from receiving a successful payment confirmation from the processor even though the payment succeeded at the processor level. To prevent this loss of integrity, an audit is performed on the amount and status of each payment originated through a particular payment processor.

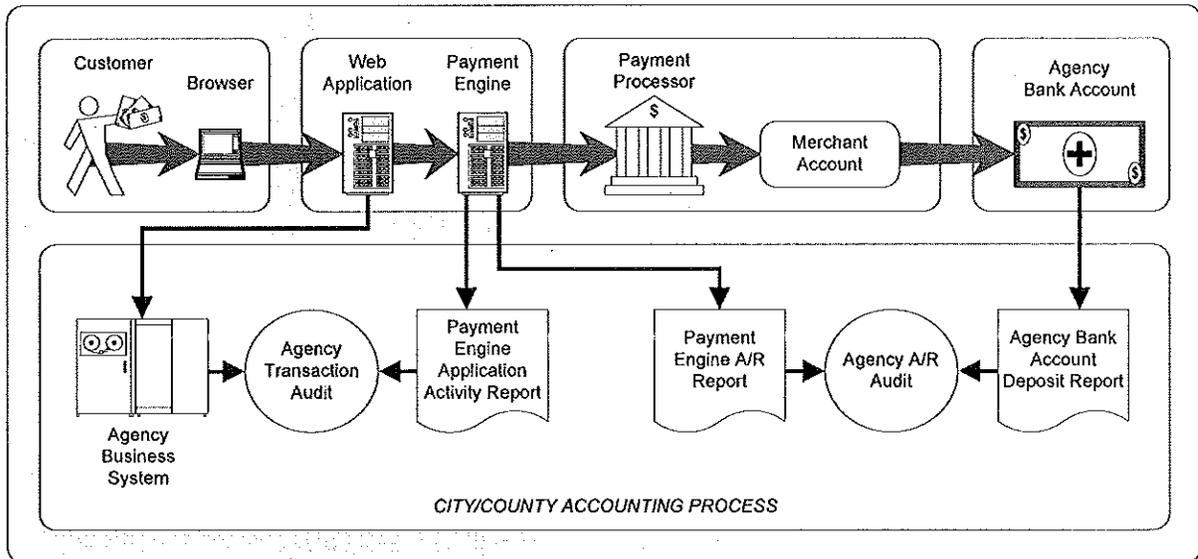
The remaining audit points involve reconciling agency and City/State records against the transaction records stored in the Payment Engine. The first of these agency-to-portal audit points involves tying the delivery of service to the actual payment from the customer. Most payments deliver service by updating agency backend systems to reflect the receipt of payment. For example, a Web application could update a mainframe used to track tax payments to record the payment as received. Beyond just recording payments, Web applications often trigger other business events when a payment is made, such as renewing a business license or issuing a permit. By auditing the record of payments in the Payment Engine with the outcome in the backend system ensures that customers have received service when they paid, and that service was not delivered when a payment was not collected.

The backend audit is often performed monthly by an agency using a summary comparison of transaction volume and payment totals. Very often this audit is a manual process where backend totals are compared to a summary report generated for an application by the Payment Engine. If the backend system can be programmed to generate and transfer a transaction detail report, this audit can be automated and performed at a detail level on a daily basis.

The remaining audit checks vary slightly based on what funds-flow model is being used. If each agency has its own merchant account, the deposits into the corresponding agency account need to be audited against the settlement batch information recorded in the Payment Engine, as illustrated in *Figure A-4*. The ability to perform this audit in an automated fashion is dependent on the ability to receive account deposit information electronically for an agency account. If this information is not available electronically, a manual audit can be performed against reports generated by the Payment Engine. Once it is confirmed that the agency has received the proper funds from the payment processor, the settlement status of batches and individual transactions is recorded in the Payment Engine.



FIGURE A-4 City/County Audit Process



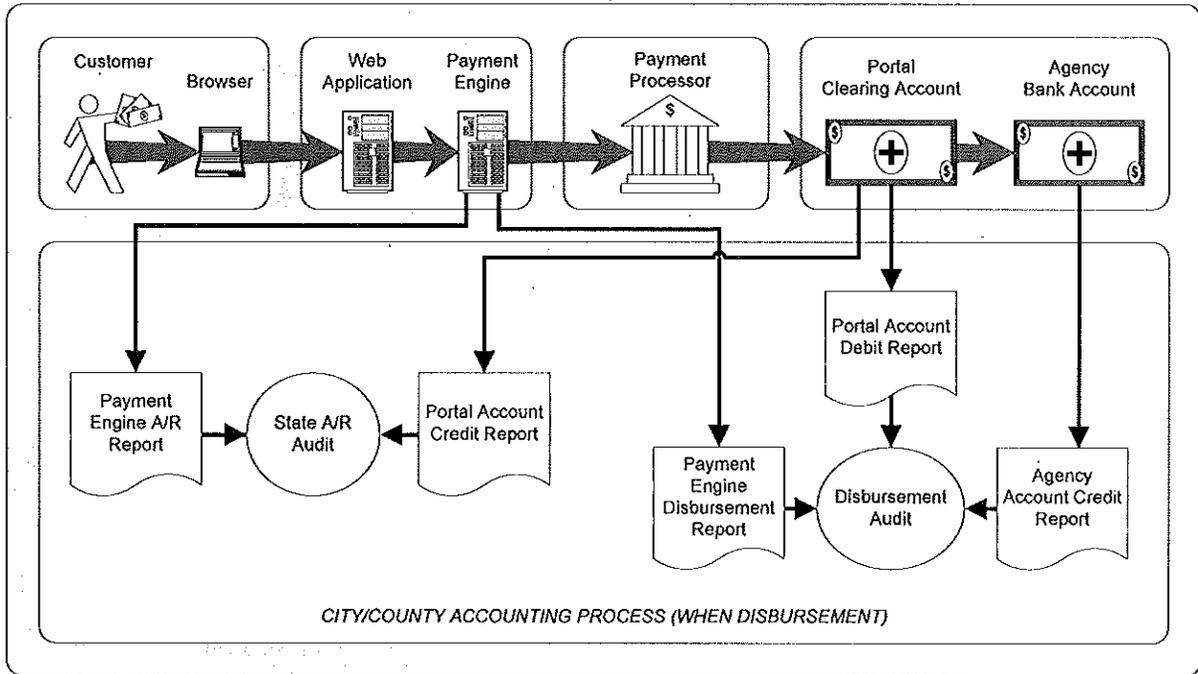
When utilizing a secondary disbursement process, as in the second funds-flow model, the receipt of funds still must be audited against settlement information. But additional audit points are added to ensure the integrity of the disbursement process. These audit points are shown in *Figure A-5*.

The reconciliation of the portal merchant account is performed in the same manner as reconciling an agency account when the agency has its own merchant account. The actual deposits into the portal clearing account are compared to the settlement information recorded in the Payment Engine. Once each deposit is validated, the settlement status of batches and transactions is updated in the Payment Engine.

The final audit points validate the secondary disbursement process. There are actually two audit checks that need to be made. The first audit check is to validate that the funds that should have been disbursed, as recorded by the Payment Engine, actually were disbursed to target accounts. This check is performed by comparing deposits into each target bank accounts against the details provided in the Payment Engine's disbursement report. Lastly, the total amount debited from the portal clearing account is compared to the total amount disbursed to all target accounts. These checks verify that all funds have been transferred correctly and that no funds have leaked from the process.



FIGURE A-5 City/County Accounting Process for Disbursement



## Reporting

The NIC Payment Engine contains a wide variety of reporting features out-of-the-box. These reports range from summary reports to detail reports showing line-item level data. In addition to generating reports, the Payment Engine provides a powerful order research tool which allows customer service representatives to quickly locate transactions. This tool allows you to search and filter transactions based on a number of criteria, including:

- Transaction ID
- Transaction Date
- Merchant/Agency ID
- Service Code
- Origin (Web, IVR, etc.)
- Customer Name
- Customer Email Address
- Payment Method
- Partial Credit Card Number
- Partial Bank Account Number
- Username (for monthly account customers)
- Account Number (for monthly account customers)



Once a search is executed, additional detail is available by selecting an individual transaction from the search results screen. The full details of the selected transaction include:

- Payment status information
- Full financial history of the transaction including refunds and returns
- Customer contact information
- Payment method with masked account information
- Line-item details of the transaction
- Comments from other administrators regarding the transaction

The Payment Engine also provides a rich set of configurable reports. These reports are targeted towards common audit points in the funds flow process to facilitate financial audit processes. These standard reports include:

- Summary reports, rolled up by agency and service
- Detail reports at a transaction level
- Detail reports at a line-item level
- Reports on refunds and returns (such as chargebacks)
- Settlement batch and deposit reports
- Disbursement reports

Once a report is generated, it can be printed or exported as a delimited file or a PDF. Reporting modules can be custom developed and added to the Payment Engine administrative interface when specific reports need to be generated. In addition, custom jobs will be coded and configured to generate reports on a certain schedule and to distribute them via email or another electronic channel.

### **Application Integration**

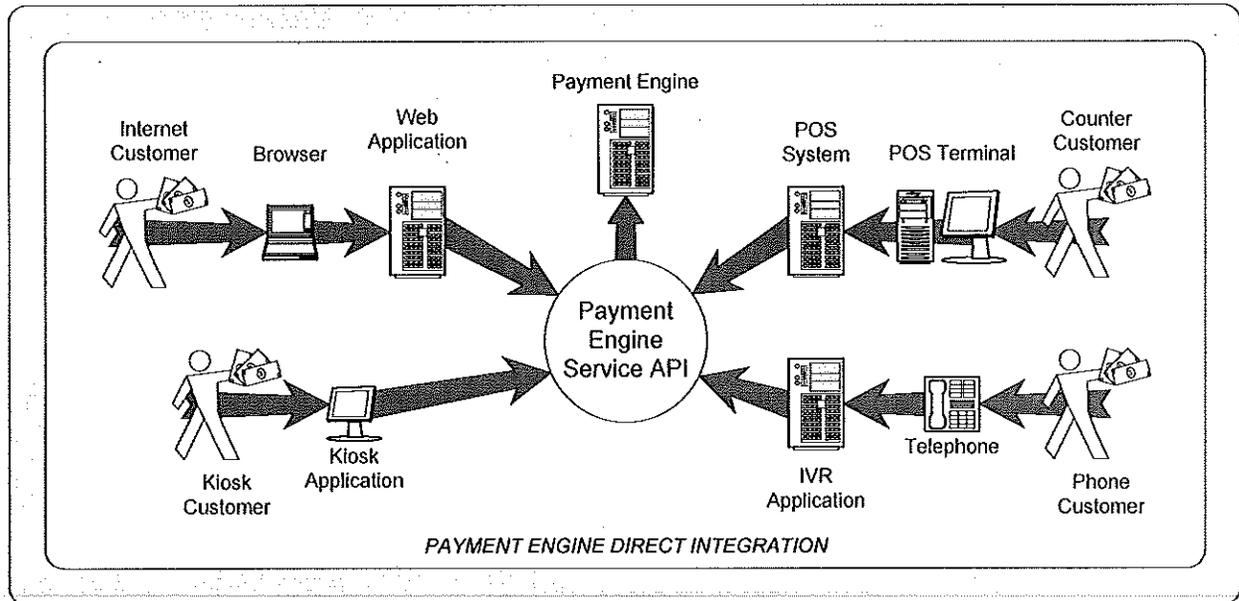
Applications have two choices on how to interact with the NIC Payment Engine. The first method is for the application to communicate directly with the Payment Engine's service API. This is done by opening a secure socket layer (SSL) connection to the Payment Engine's service port. Once connected, XML requests are sent to the engine to invoke various processing functions. Object-oriented client API's are provided to simplify the process for most programming platforms, including:

- Java
- .NET
- PHP
- Perl

More than Web applications may directly integrate with the Payment Engine. IVR applications, Kiosk applications, and Point-of-Sale terminals may all integrate with the Payment Engine using either the client API libraries or the Web service interface. This type of direct integration is shown in *Figure A-6*.



FIGURE A-6 Direct Integration with the Payment Engine



The second method of integration involves utilizing a common checkout module. In this method, a Web application will redirect the user to a stand-alone checkout application to complete a payment. Once the user has completed the checkout process, and successfully made payment, they are redirected to the originating application and presented with a receipt page. The benefits of this approach are:

- Applications do not directly interact with the Payment Engine
- The checkout process is consistent between applications
- Simplifies application development since the payment screens are reused

As the number of IVR applications with the ability to process payments at the City/County increases, NIC recommends that a similar approach be utilized for voice-based phone applications. This will shorten the development efforts needed to develop new IVR applications which collect payment. Moreover, the user will experience a consistent and efficient checkout process for all phone applications.

### Compliance and Certification

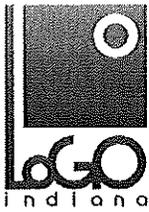
Security and privacy are primary concerns when processing government transactions. NIC implements industry best practices for security. Due to the increasing number of intrusions into Web sites that utilize credit card payments, the Purchasing Card Industry (PCI) has established a rigorous set of Data Security Standards which credit card merchants must implement. This compliance program is commonly referred to as PCI DSS compliance.



NIC operates PCI DSS compliant systems and processes. Compliance activities include, but are not limited to the following:

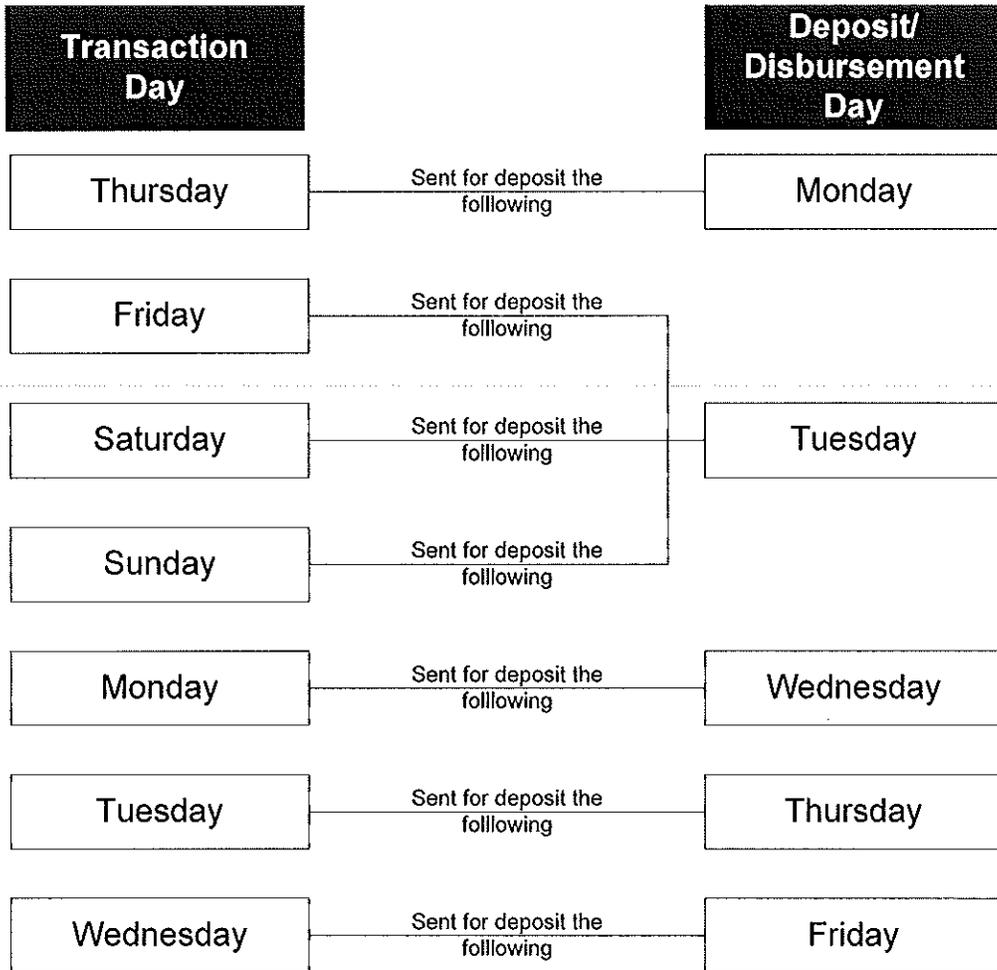
- Performing periodic self-evaluation surveys
- Undergoing quarterly perimeter security scans from an approved security firm
- Ensuring that data retention and logging comply with PCI requirements
- Ensuring that in-house applications involved in the collection of payments adhere to PCI standards
- Utilizing key management processes which provide split-knowledge and dual-control
- Rigorous application testing during application development and as part of the production release process

PCI is currently in the process of revising the DSS standards. NIC is closely monitoring standards to stay ahead of any significant changes to the compliance requirements. As draft standards become available, LoGO Indiana will collaborate with the City/County to implement and audit compliance with the new standards.



## APPENDIX A- AGENCY PAYMENT PROCECURES

Each credit card transaction processed on IndyBiz (Day One) is logged in TPE. At approximately 6 a.m. the following day (Day Two) transactions are aggregated and organized by merchant (agency) and service code and sent to the bank for disbursement to the appropriate agency. An automated email is sent to each agency daily with transaction and revenue totals, including days when no transactions have occurred. Statutory funds are disbursed to the appropriate agency account the following day (Day Three).





If the date of a transaction falls on a day upon which the Federal Reserve is closed, the entry will be posted to LoGO Indiana's account on the next business day. This will extend the time period in which monies are captured from the user's credit card and deposited to the agency's account.

The Federal Reserve is closed on the following days:

- i. All Saturdays
- ii. All Sundays
- iii. New Year's Day (January 1)\*<sup>1</sup>
- iv. Martin Luther King's Birthday (third Monday in January)
- v. President's Day (third Monday in February)
- vi. Memorial Day (last Monday in May)
- vii. Independence Day (July 4)\*
- viii. Labor Day (first Monday in September)
- ix. Columbus Day (second Monday in October)
- x. Veteran's Day (November 11)\*
- xi. Thanksgiving Day (fourth Thursday in November)
- xii. Christmas Day (December 25)\*

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<sup>1</sup> If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Reserve Bank holiday.

**Interagency Agreement  
For Electronic Enhanced Access**

This Interagency Agreement ("Agreement") is entered into as of the date of last signature below (the "Effective Date") by and between the Marion County Clerk's Office ("Clerk's Office") and Local Government Online Indiana, L.L.C. ("LoGO Indiana") (individually, "Party" and collectively, "Parties").

WHEREAS, the Enhanced Access Review Committee of Indianapolis/Marion County ("the "EARC"), created IndyGov.Biz ("IndyBiz") to provide electronic access to government information at the city/county level to Indiana residents and businesses pursuant to State Enhanced Access Statutes; and,

WHEREAS, the EARC entered into a Professional Services Agreement ("Master PSA") in July 2009 with LoGO Indiana which delegated to LoGO Indiana certain responsibilities, including responsibilities under this Agreement; and,

WHEREAS, the Clerk's Office maintain certain electronic Non-Confidential Public Records ("NCPRs") in computer databases, which NCPRs are available to the general public under certain circumstances in accordance with the relevant provisions of the Indiana Public Records laws; and

WHEREAS, the Clerk's Office currently have NCPRs which are public and of interest to the public residing on the city/county's mainframe, its internal mainframe, or Local Area Network; and,

WHEREAS, LoGO Indiana desires to provide electronic access to the Clerk's Office's NCPRs to Indiana citizens and businesses through IndyBiz, if permitted by the Clerk's Office; and

WHEREAS, it is contemplated by the Parties that provision of electronic access through IndyBiz may provide a material benefit to the Clerk's Office, to Indiana residents and businesses, and will improve access to information; and,

WHEREAS, the Master PSA requires this Agreement to be reviewed, approved and signed by the EARC.

NOW, THEREFORE, IT IS AGREED by and between the Clerk's Office and the LoGO Indiana, in consideration of the premises and mutual promises herein contained, as follows:

1. Statement of Purpose. The purpose of this Agreement is to define circumstances and responsibilities relating to providing various online electronic access functions and transactions through IndyBiz at the Clerk's Office's direction.
2. Effective Date. The effective date of this Agreement shall be the date of the last required signature.
3. Term of Agreement. The term of this Agreement shall be from the effective date until July 1, 2014, the termination date of the Master PSA, unless otherwise terminated pursuant to this Agreement. In the event that the Master PSA is renewed pursuant to Section III, Paragraph 3.02 of that agreement, this Agreement will renew likewise for an identical period of time and this Agreement's term shall end continuously.
4. Definitions. As used in this Agreement, the following terms are specifically defined as:
  - 4.1 "Data Records" shall mean facts or information maintained in electronic form for communication or processing
  - 4.2 "Public Records" shall mean any record created, received, retained, maintained, used or filed by or with a public agency (e.g., as set forth under I.C. 5-14-3-2)
  - 4.3 "Non-confidential Public Records" shall mean any public records that are considered subject to disclosure by state law (e.g. as set forth under I.C. 5-14-3-4)

4.4 "Application" shall mean the development of one particular database of NCPRs on IndyBiz or the software bridge to one particular database of NCPRs stored elsewhere, and the user interface to allow public access and/or interaction with the same on line.

5. Termination.

5.1 Master PSA Early Termination. In the event the Master PSA is terminated early pursuant to Section 1, Paragraphs 6.09, 6.10 or 6.11 of that agreement, this Agreement shall terminate at the same time as the Master PSA terminates.

5.2 For Cause.

5.2.1 In the event LoGO Indiana refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute pursuant to the Master PSA, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, the Clerk's Office may, without prejudice to any other right or remedy, terminate this Agreement, in whole or in part; provided, however, that LoGO Indiana is given written notice by the Clerk's Office and given thirty (30) days to cure the refusal or failure to perform.

5.2.2 In the event the Clerk's Office refuse or fail to perform its obligations under this Agreement, including, but not limited to updating and maintaining the Public Records, LoGO Indiana, may without prejudice to any right or remedy, terminate this Agreement, in whole or in part; provided, however, that the Clerk's Office are given written notice by LoGO Indiana and given thirty (30) days to cure the refusal or failure to perform.

5.2.3 Lack of Interest. In the event that LoGO Indiana determines, after consultation with EARC and the Clerk's Office, that there is insufficient interest in or funding for a particular Application, LoGO Indiana may terminate, upon 30 days written notice, the Statement of Work (SOW) related to the particular Application. In the event of such termination, unless otherwise noted, this Agreement and any other existing Statements of Work in effect on the date of termination shall continue.

6. Illegal Provisions. If any provision of this Agreement shall be declared illegal, void or unenforceable by a Clerk's Office of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect. If it is not possible to so conform the Agreement or if in LoGO Indiana's opinion, the economics are no longer viable, then this Agreement will terminate with no further obligation.

7. Copyright and Content Non-Supervision Acknowledgement. The Clerk's Office represent to LoGO Indiana and EARC that the materials furnished to LoGO Indiana by the Clerk's Office for electronic access on IndyBiz do not violate any third party's copyrights under federal law. Further, the Clerk's Office acknowledges that LoGO Indiana exercises no control, censorship, investigation or direction over the content of the Clerk's Office's NCPRs which may be made available on IndyBiz. Additionally, the Clerk's Office acknowledges that, notwithstanding any of the foregoing, in the event any content provided by Clerk's Office or appearing on IndyBiz is deemed to be inaccurate, unlawful, defamatory, harassing, abusive, fraudulent, obscene, inappropriate, contains viruses, or is otherwise objectionable, LoGO Indiana shall be immediately entitled to remove such content without incurring any liability whatsoever to the Clerk's Office.

8. Interruption of Services. The Clerk's Office shall use its best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, the Clerk's Office shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of the Clerk's Office, its agents or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside which could not have been prevented with regular maintenance.

9. Assignment. The Agreement may not be assigned by the EARC or LoGO Indiana without the prior written consent of the Clerk's Office and any such consent shall not be unreasonably withheld. Any assignment of this Agreement without such permission shall be null and void.
  
10. Scope of Work. Each Application developed for or service provided to the Clerk's Office by LoGO Indiana under this Agreement shall be described in a separate SOW, which shall, upon execution, be incorporated into this Agreement as an Amendment pursuant to Paragraph 18. Each SOW will address the following issues as necessary, and any other issues deemed appropriate by the Parties:
  - 10.1 The purpose and scope of the proposed Application
  - 10.2 Incorporation of SOW into this Agreement
  - 10.3 Describe the public records database to be accessed
  - 10.4 Describe the transactions to be facilitated and the services to be provided through IndyBiz to users and/or subscribers
  - 10.5 Fees to be assessed by LoGO Indiana to users and/or subscribers; the fees may include:
    - 10.5.1 The Clerk's Office's statutory authorized fee; and,
    - 10.5.2 LoGO Indiana's fee
  - 10.6 Time period and payment method of Clerk's Office's share of the fees to the Clerk's Office by LoGO Indiana
  - 10.7 Roles, expectations, duties and responsibilities of the Clerk's Office
  - 10.8 Roles, expectations, duties and responsibilities of LoGO Indiana
  - 10.9 Deliverables, estimates and projections, including critical path due dates
  - 10.10 Criteria to be used for Application development, testing and acceptance
  - 10.11 Procedure for protection of data and network security
  - 10.12 Project work plan, including any marketing plan
  - 10.13 Specific confidentiality and privacy requirements
  - 10.14 Project change control process
  - 10.15 LoGO Indiana's compensation in the event of the Clerk's Office's default on its agreed roles, duties and responsibilities
  - 10.16 Type, frequency and cost on ongoing maintenance and support of the Application by LoGO Indiana
  - 10.17 Type, content and frequency of management and financial reports to be delivered by LoGO Indiana to the Clerk's Office
  - 10.18 Type, frequency and cost of training of the Clerk's Office's staff on operation of the Application by LoGO Indiana
  - 10.19 Method for future changes, modifications or enhancements, to be made to the Application after acceptance by the Clerk's Office
  - 10.20 Any other special requirement to successfully implement and operate the Application
  
11. Clerk's Offices' Reasonable Cooperation Obligation. The Clerk's Office will make reasonable efforts to be responsive to LoGO Indiana's requests for information and assistance in meeting the deliverable due dates and critical path due dates as specified in the Project Work Plan.
  - 11.1 The Clerk's Office specifically acknowledge that the schedule and assignment of priority of deliverables on the Project Work Plan may need to be adjusted to accommodate reasonable delays due to policy, marketing and technical issues outside the control of LoGO Indiana or the Clerk's Office, or as directed by the EARC.

- 11.2 In the event that a delay occurs as specified in Paragraph 11.1, the Clerk's Office will make reasonable efforts to work with LoGO Indiana to modify the Project Work Plan and deliverable dates.
12. LoGO Indiana's Reasonable Cooperation Obligation. LoGO Indiana shall make reasonable efforts to keep the Clerk's Office informed of problems that arise pursuant to Paragraph 11.1 or otherwise might delay the project. To achieve this obligation, LoGO Indiana agrees to schedule regular meetings to discuss the status of the Project Work Plan.
13. Access to Records. To the extent required to perform the SOW, the Clerk's Office authorize LoGO Indiana through IndyBiz to access electronic public record databases and confidential records databases maintained by the Clerk's Office. Access is granted to LoGO Indiana on an as needed basis solely for the purpose of performing services in connection with a SOW.
14. Application Development Costs. Except as otherwise set forth in the SOW, LoGO Indiana shall be responsible for all costs and expenses in establishing electronic access or other Applications for electronic services, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the Clerk's Office's computer applications to provide access to the public records maintained by LoGO Indiana.
15. Collection and Payment of Fees. LoGO Indiana shall be responsible for the collection of fees in accordance with the terms of the Master PSA.
- 15.1 The fees may include:
- 15.1.1 The Clerk's Office's statutory authorized fee; and,
- 15.1.2 LoGO Indiana's fee
- 15.2 LoGO Indiana shall make payments to the Clerk's Office of its share of the fees in accordance with the terms of the Master PSA
- 15.3 LoGO Indiana shall maintain all account records, reconciliations and audit information as required by the terms of the Master PSA
16. Payment Card Industry's Data Security Standards Compliance. The parties understand and agree that certain personal and/or sensitive information may be transmitted and/or received by virtue of this Agreement. The Parties agree to comply with the Payment Card Industry's Data Security Standards and any amendments thereto.
17. Amendment. This Agreement may only be amended by written agreement signed by the Clerk's Office, LoGO Indiana and the EARC.
18. Waiver of Provisions. Terms of, conditions of and rights under this Agreement may only be waived by written agreement signed by the Clerk's Office, LoGO Indiana and the EARC. Failure of the Clerk's Office, LoGO Indiana or the EARC to enforce any provision in one instance does not permanently waive enforcement of such provision in the future.
19. Incorporation of Master PSA. The Master PSA, its Statement of Work and its documents and exhibits are hereby incorporated in this Agreement. In the event of a conflict between this Agreement and the Master PSA, its documents and exhibits, the terms of the Master PSA shall control, unless the EARC grants an express written waiver allowing this Agreement to deviate from the Master PSA.
20. Governing Law and Forum. This Agreement shall be governed by the laws of the State of Indiana. Any legal action brought under this Agreement shall be brought in the City of Indianapolis, Marion County, Indiana.
21. Notices. All notices shall be in writing and shall be directed to the Parties of this Agreement and the EARC as shown below:

Enhanced Access Review  
Committee Board:

Mrs. Beth Howen  
Enhanced Access Review Committee Board  
200 East Washington St., Suite 1900  
Indianapolis, IN 46204

LoGO Indiana:

Ami Guilfooy  
General Manager  
LoGO Indiana  
10 West Market St., Suite 600  
Indianapolis, IN 46204

Clerk's Office:

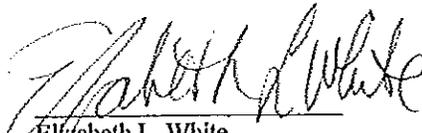
Elizabeth L. White, Marion County Clerk of the Circuit Court  
Marion County Clerk's Office  
200 E Washington St., Room W122  
Indianapolis, IN 46204

22. Paragraph headings. The paragraph headings are inserted for convenience only and shall not be used in interpreting this Agreement.
23. Complete Agreement. Except as otherwise provided herein, this Agreement, constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all prior and contemporaneous understandings and agreements. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the Parties to this Agreement.
24. Authorized Signature. By signing this Agreement each signatory affirms that he or she is an authorized representative of his or her respective organization and that all necessary approvals to enter into this Agreement have been obtained from any governing body.

IN WITNESS WHEREOF, the Parties duly execute this Agreement.

Clerk's Office

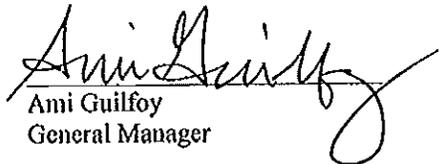
By:

  
Elizabeth L. White  
Marion County Clerk of the Circuit Court

Date: 2/1/13

Local Government Online Indiana, L.L.C.

By:

  
Ami Guilfooy  
General Manager

Date: 1/13/13

Reviewed and Approved By  
Enhanced Access Review Committee

By:

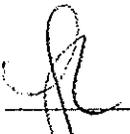
  
Beth Howen, Chairman

Date: 2/4/13

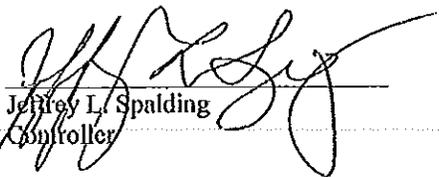
**Approved as to Form and Legality**

By:  Date: 2/1/13  
Printed Name: \_\_\_\_\_  
Assistant Corporation Counsel for Clerk's Office

**Approved as to Form and Legality**

By:  Date: 1/31/13  
Printed Name: Toae Kim  
Assistant Corporation Counsel for EARC

**Approved as to Availability of Funding or Execution**

By:  Date: 2/4/2013  
Jeffrey L. Spalding  
Controller