09-20-18 AMEND-K



CONTRACT AMENDMENT COVER SHEET								
Agency	Tracking #	Edison ID	Edison ID		#	Amendment #		
	3290131159		57226			4		
1	or Legal Entity Name					Edison Vendor ID		
JPay L	.LC					158210		
Amendment Purpose & Effect(s) Extend the current contract an additional year while the Department completes the RFP process and awards a new contract. The contract contact information has also been updated.								
Amendm	Amendment Changes Contract End Date: YES NO End Date: December 31, 2021							
TOTAL C	ontract Amount INCF	REASE or DECREA	SE per this	Amendme	nt (zero if N/A):	\$0		
Funding	1							
FY	State	Federal	Interdepa	rtmental	Other	TOTAL Contract Amount		
	i i							
TOTAL:								
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			required	CPO USE				
Digitally signed by Lisa Parks Date: 2020.11.09 07:37:36 -06'00'			36			-		
Speed Ch	art (optional)	Account Code (o	ptional)					

AMENDMENT FOUR OF CONTRACT 57226

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and JPay LLC, hereinafter referred to as the "Procuring Party." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

- 1. Contract section B.1. is deleted in its entirety and replaced with the following:
 - B.1.This contract shall be effective on January 1, 2018 ("Effective Date") and extend for a period of forty-eight (48) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.
- 2. Contract section E.2, is deleted in its entirety and replaced with the following:
 - E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Lisa C. Parks, Director of Budget & Fiscal Services/Acting Chief Financial Officer Tennessee Department of Correction 3rd Floor Rachel Jackson Building 320 Sixth Avenue North Nashville, TN 37243-0465 Email Address: Lisa C. Parks@tn.gov Telephone # Number (615) 253-8096

The Procuring Party:

Greg Levine, Executive Vice President JPay LLC 12864 Biscayne Blvd, Suite 243 Miami, FL 33181 glevine@ipay.com Telephone # (954) 862-6906

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

<u>Amendment Effective Date</u>. The revisions set forth herein shall be effective January 1, 2021. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

09 NOV 20

DATE

SIGNATURE PRINTED NAME AND TITLE OF SIGNATORY (above) TENNESSEE DEPARTMENT OF CORRECTION:

IN WITNESS WHEREOF,

TONY PARKER, COMMISSIONER



CONTRACT AMENDMENT COVER SHEET

Agency 1	racking #	Edison ID	Edison ID Contract #		#	Amendment #			
	32901-31159		57226			3			
Contract	or Legal Entity Name					Edison Vendor ID			
JPay	, Inc.					158210			
Exter	Amendment Purpose & Effect(s) Extend the current contract an additional year and update the payment terms and conditions to reflect the extension.								
Amendm	Amendment Changes Contract End Date: YES NO End Date: December 31, 2020								
TOTAL C	TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 0								
Funding			_						
FY	State	Federal	Interdepa	artmental	Other	TOTAL Contract Amount			
					p				
TOTAL:									
					-				
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					CPO	USE			
Speed Chart (optional) Account Code (optional)									

AMENDMENT #3 OF CONTRACT 57226

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and JPay, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

- 1. Contract section B.1. is deleted in its entirety and replaced with the following:
 - B.1.This contract shall be effective on January 1, 2018 ("Effective Date"), and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2020. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF.

TONY PARKER, COMMISSIONER

JPAY, INC.

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

DATE

AMENDMENT TWO OF CONTRACT 57226

This Amendment is made and entered by and between the State of Tennessee, Tennessee Department of Correction, hereinafter referred to as the "State" and JPay, Inc.., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Amendment Section(s) — Refer to Model Instructions

- 1. Contract section Reference is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective on January 1, 2018 ("Effective Date"), and extend for period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.
 - B.2. <u>Term Extension</u>. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 1, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

JPAY, Inc.:

SIGNATURE DATE

Robert Picken, CEO/President

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

TONY PARKER, COMMISSIONER

DATE

						III 20-13 AMEND
AGRICU)	CONTI	RACT AME	NDME	NT CO	VER SHE	ET
Agency T	racking #	Edison ID		Contract #	į	Amendment #
3	2901-31159-		57226			1
Contracto	Contractor Legal Entity Name					Edison Vendor ID
JPay,	Inc.					158210
00.3	ent Purpose & Effect sion of services rel		gement of t	he Inmate	Trust Fund and	other agency services
Amendm	ent Changes Contrac	t End Date:	XYES	NO	End Date:	December 31, 2019
TOTAL C	ontract Amount INC	REASE or DECREA	ASE per this	Amendme	nt (zero if N/A):	\$
Funding -	-		17.4%			147
FY	State	Federal	Interdepa	artmental	Other	TOTAL Contract Amount
2020	\$0.00					\$0.00
				-		
TOTAL:	\$0.00					\$0.00
TOTAL.	ψ0.00					\$0.00
Americar	Recovery and Rein	vestment Act (ARF	RA) Funding	j: 🗌 YE	S X NO	
appropria	officer Confirmation: tion from which obliga I that is not already er s.	tions hereunder are	e required		CPC	O USE

Account Code (optional)

Speed Chart (optional)



CONTRACT

(state revenue contract with an individual, business, non-profit, or government entity of another state or country and from which the state receives monetary compensation)

Begin Date	End Date		Agency Tracking #		Edison ID		
January 1, 2018	Dece	mber 31, 2018	32901-	32901-31159 57226			
Procuring Party Legal Entity	y Name			Procur	ing Party Registration ID		
JPay, Inc.					158218		
Service Caption							
Inmate Trust Fund Ma	anagemer	nt and other rela	ted services.				
Ownership/Control					N==0		
African American Asian Hispanic Native American Female							
Person Small Mority/Disadvantaged Government NOT Minority/Disadvantaged							
Other:							
Selection Method & Process	s Summary	(2)	·		• • • • • • • • • • • • • • • • • • • •		
RFP			process was complete nd associated regulatio		ordance with the approved		
Competitive Negotiatio	n				on process was completed in dures and evaluation criteria.		
Alternative Competitive	e Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.				
Non-Competitive Nego	tiation				as completed as approved, tion of best possible terms &		
Other		agreement, or res	-	aking the	w, court order, settlement e same agreement with <u>all</u> ed "class."		
Agency Contact & Telephon	e #		0.1	ocr u	SE - RV		
Priscilla Wainwrig (615) 253-5571	3h+						

CONTRACT BETWEEN THE STATE OF TENNESSEE, TENNESSEE DEPARTMENT OF CORRECTION AND JPAY, INC.

This Contract, by and between the State of Tennessee, Tennessee Department of Correction (TDOC), hereinafter referred to as the "State" and JPay, Inc, hereinafter referred to as the "Procuring Party," is for the provision of inmate trust fund management and other related services, as further defined in the "SCOPE OF SERVICES."

The Procuring Party is a For-Profit Corporation.

Procuring Party Place of Incorporation or Organization: Delaware

A. SCOPE OF SERVICES:

- A.1. Services. JPay, Inc. shall provide money transfer to inmate trust accounts, inmate kiosks, and related applications at TDOC locations found in Exhibit B as well as all locations found at http://www.tn.gov/correction/. All Prison, Community Supervision as well as the Tennessee Correction Academy are covered by this contract. Upon mutual agreement by the parties, additional TDOC facilities as well as Contract County Jail locations and Contract Release Centers may be added. As part of the ongoing product and service development process JPay shall follow the fee schedule and product description as laid out in the Statement of Work approved by the Chief Financial Officer of TDOC and executed by the parties on February 23, 2016. JPay, Inc. further agrees that the lobby kiosk Cash Fee charged to a customer shall not exceed the cost of a U.S. Postal Service Money Order, currently \$1.25. Inmate kiosks shall provide the following applications:
 - a. Inbound and Outbound eMessaging
 - b. Video Visitation
 - c. Media Downloads
 - d. Inmate and Staff Communications
 - e. Bank Statements and Balance

Updates and Upgrades to the JPay, Inc. hardware and software shall be configured in such manner to be compatible with existing inmate purchases of hardware and applications; provided, however, it shall be understood that some upgrades may not apply to such existing hardware and applications (e.g., more memory or longer battery life). In the event that any updates or upgrades made by JPay, Inc. render previously purchased hardware unusable, said inmates shall be provided replacements for such previously purchased hardware free of charge, subject in each case to the terms of JPay's standard warranty policies.

- A.2. Release Cards. JPay, Inc. shall provide a prepaid MasterCard known as a "JPay Progress Card" to an inmate upon release from incarceration. All of the funds an inmate has in their commissary account at their time of release plus any gratuity or extra funds for transportation (where applicable) are to be included in the Progress Card. The cards shall be loaded and reloaded in keeping with TDOC Policy #208.01 (Attachment 1).
- A.3. File Transfers. JPay, Inc. shall provide a nightly file transfer to Global Tel*Link Corporation (GTL) which will include but not be limited to the day's transactions, transaction amounts, inmate or offender name and State ID, and all information deemed necessary by the State. The file transfer will be in a format mutually agreeable to the Contractor and the State.
- A.4. Implementation. JPay shall provide the TDOC an Implementation Plan and associated project time-line periodically as necessary or requested by TDOC during the term of the contract. JPay

shall work with TDOC staff to project kiosk layouts and connectivity requirements. Each step in the Statement of Work and Implementation plan shall require the approval of the TDOC Chief Financial Officer or designee before proceeding.

- A.5. Maintenance. JPay will be responsible for all maintenance to inmate or offender kiosks including the cost of any repair or replacement to damaged kiosks due to normal wear and tear and any costs associated in repositioning the inmate kiosks.
 - a. JPay will notify TDOC before changes are made to JPay software regardless of its applicability to this agreement.
 - b. JPay will maintain a current Money Transmitter License during the life of the Agreement.
- A.6. Promotion. The TDOC agrees to work with JPay to promote the services through posters, flyers, publications and/or information to be published on the TDOC website. JPay agrees to provide twenty-six (26) MP3 Players for evaluation at no cost to DOC. JPay understands these will be given to inmates selected by TDOC.
- A.7. Confidentiality. JPay agrees to keep all information about inmates or offenders confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. Pay agrees to give TDOC prompt notice of any such disclosure. JPay agrees to retain all data pertaining to this agreement a minimum of 5 years.
- A.8. Exclusivity. During the term of this Agreement, JPay shall be TDOC's exclusive provider of any of the services described in Section 1 above.
- A.9. Prison Rape Elimination Act Compliance
 Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.
- A.10. TDOC is the owner of all State data compiled in the performance of the duties outlined herein. At the end of the contract term, all TDOC data will be returned to TDOC in a format mutually agreeable to the Contractor and the State.

B. TERM OF CONTRACT:

This Contract shall be effective on January 1, 2018 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

Remit to the State monthly.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.
 - Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. <u>Termination for Cause</u>. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. <u>Nondiscrimination</u>. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. <u>Strict Performance</u>. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.10. <u>Independent Contractor.</u> The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 et seq., 9-8-301 et seq., and 9-8-401 et seq.). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 et seq.

- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. <u>State and Federal Compliance</u>. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. <u>Severability</u>. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.17. <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D. 18. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
 - a. Procuring Party warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

- b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Procuring Party in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
- d. The Procuring Party will indemnify the State and hold it harmless for any violation by the Procuring Party or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Wes Landers, CFO Tennessee Department of Correction 6th Floor, Rachel Jackson Building 320 Sixth Avenue North Nashville, TN 37243-0465 wes.landers@tn.gov Telephone # 615-253-8141

The Procuring Party:

Greg Levine, Executive Vice President JPay, Inc. 12864 Biscayne Blvd, Suite 243 Miami, FL 33181 glevine@jpay.com Telephone # 954-862-6906

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3 <u>Tennessee Department of Revenue Registration.</u> The Procuring Party shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.4. <u>Debarment and Suspension</u>. The Procuring Party certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Procuring Party shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

TONY ARKER, COMMISSIONER

IN WITNESS WHEREOF,



ADMINISTRATIVE POLICIES AND PROCEDURES

State of Tennessee Department of Correction Index #: 208.01 Page 1 of 20
Effective Date: March 1, 2017
Distribution: A

Supersedes: 208.01 (11/15/16)

Approved by: Tony Parker

Subject: INMATE TRUST FUND ACCOUNTS

- I. <u>AUTHORITY</u>: TCA 4-3-603, TCA 4-3-604, TCA 4-3-606, TCA 40-24-107, TCA 40-25-130, TCA 40-25-143, TCA 40-28-201, TCA 41-21-216, TCA 41-21-512, TCA 41-6-105, TCA 41-6-106, and TCA 41-21-901 through 911.
- II. <u>PURPOSE</u>: To maintain a cashless inmate economy through the use of an inmate trust fund.
- III. <u>APPLICATION</u>: To all institutional employees, inmates, and privately managed institutions.

IV. <u>DEFINITIONS</u>:

- A. <u>Central Trust Fund Administration (CTFA)</u>: Staff located in the Tennessee Department of Correction (TDOC) Central Office who are responsible for the administration of the trust fund account.
- B. <u>Government Check</u>: Any check or warrant from a city, municipality, county, state, or federal government.
- C. <u>Inmate Trust Fund</u>: The account established for an inmate into which he/she can deposit and withdraw his/her personal funds.
- D. Manager: For purposes of this policy, Wardens, Superintendents, or Directors.
- E. <u>Third Party Vendor</u>: Company contracted to provide inmate fund receipt and release card services for the TDOC.
- F. <u>Trust Fund Custodian</u>: An employee designated by the manager to maintain the trust fund account.
- V. POLICY: The TDOC shall maintain all inmate monies in a trust fund account.

VI. PROCEDURES:

- A. Receipts processed at the institution shall be handled as follows:
 - 1. The use or possession of cash, credit, debit, or rebate cards, or tokens of any kind by inmates is prohibited, except for those inmates specified in Section VI.(D)(5) of this policy. Each inmate shall surrender all monies in his/her possession to the manager or designee, except monies allowed by policy.
 - 2. When a government, private business check, or money order is received for an inmate, the mailroom staff will write a receipt in accordance with Policy #202.04. Personal checks or third party checks will not be accepted.

Effective Date: March 1, 2017	Index # 208.01	Page 2	of	20
Subject: INMATE TRUST FUND ACCOUNTS				

- 3. No money intended for an inmate's trust fund shall be accepted at the institution except for the following reasons:
 - a. Money orders for payment of fees
 - b. Checks from private businesses (subject to verification)
 - c. Checks from government entities (subject to verification)
 - d. Funds in possession of inmate at admission (subject to related policies)
 - e. If the third party vendor systems are inaccessible for more than three business days, money orders will be accepted at the institution until such time as the third party vendor system becomes accessible.

A copy of the receipt will be given to the inmate at the time of receipt unless the check is to be verified under Section (4) below. For all checks to be verified under Section (4), the receipt will be held by the Trust Fund staff until the check is verified. A copy of the receipt will be sent to the business office along with the check, warrant or money order. A copy of the receipt will remain in the receipt book in the mailroom. The trust fund staff will assure that all receipts are completed in their entirety. Before the receipt book is filed for audit purposes, the trust fund staff will review and sign off on the receipt book.

- 4. All government check(s) except from correctional facilities, county jails, and/or contracted vendors when inmates are transferred into TDOC from a county jail or correctional facility will be held until the issuing agency/business verifies that the payment is legitimate and due to the inmate. Checks shall be scanned and sent via e-mail to the CTFA for verification utilizing Private & Government Trust Fund Check Verification, CR-4000.
- 5. All private business checks of \$1,000 or greater must be held, scanned and sent to the CTFA for verification utilizing Private & Government Trust Fund Check Verification, CR-4000, until the check is verified that the payment is legitimate and due to the inmate.
- 6. If it is not possible to scan and e-mail the check(s), they may be sent via facsimile. If checks are sent via facsimile, an e-mail should be sent informing the CTFA staff that a check is being faxed for verification.
- 7. The institution should wait at least 30 days before contacting the CTFA to check on the status of checks. CTFA will make a follow up contact to attempt to verify the check. If no response is received within seven days of follow-up contact, CTFA will instruct the institution trust fund staff to deposit the check or money order,
- 8. For Veteran Affairs checks, if the CTFA is able to obtain a verification of a recurring check for a specified period of time, CTFA will notify the Institutional Trust Fund office and subsequent VA checks within the verified period may be deposited without additional verification.

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9. A log shall be kept of all of the checks which have been verified. This log shall include the Inmate's Name, TOMIS ID, Issuer's Name, Check Number, Amount, Date Received, Date verified, and the name and contact information of the person who verified the check.

- B. Receipts collected by an approved third party vendor shall be handled as follows:
 - 1. Inmate receipts may be accepted by the approved vendor in any one of the following methods:
 - a. Money orders mailed to a P.O. Box provided by the vendors.
 - b. Credit and debit card payments made on-line via the vendor's secure website.
 - c. Credit and debit card payments made via the vendor's toll-free customer service line.
 - d. Credit and debit card payments made via the vendor's mobile application.
 - e. Payments made at select retail outlets who subcontract with the vendor to accept payments.
 - 2. The vendor shall have the responsibility to assure that the payment references a valid TOMIS ID.
 - 3. In the event that no matching TOMIS ID is found, the vendor shall produce an error message and attempt to resolve the error.
 - 4. If the error cannot be resolved, the vendor shall deny the payment and, if possible, notify the sender.
 - 5. If the payment is acceptable, the vendor shall transmit a daily Automated Clearinghouse (ACH) transaction to the account and in the manner set forth by the Treasurer of the State of Tennessee.
 - 6. The vendor shall also transmit a daily file to Strategic Technology Solutions (STS), in a format approved by the department. The file shall contain details of all transactions processed by the vendor for TDOC.
 - 7. TDOC IS shall upload the inmate transactions from the vendor into TOMIS.
 - 8. An exception report shall be produced when the quantities and amounts transmitted by the vendor do not agree to the quantities and amounts received by TDOC. All exceptions shall be resolved within 24 hours of receipt.
 - 9. Each institution shall reconcile the detailed transaction report provided by the third party vendor to the Bank Deposit transaction report (MKN) from Document Direct daily.
 - 10. On a monthly basis, the CTFA shall reconcile the aggregate of all transactions recorded by Treasury via the ACH process and all transactions recorded in TOMIS for vendor activity. Any variances and exceptions shall be researched and corrected.

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C. <u>Deposits shall be made as follows</u>:

- 1. The business office receives the money order from the mailroom and scans it into iNovah. As the document is being scanned, the printer will restrictively endorse the money order. Staff enters the money order into TOMIS, and a deposit is prepared.
- 2. Bank deposits shall be made according to Finance and Administration Policy 25 except for checks, warrants, or money orders received for inmates. Inmate receipts will be deposited within five business day.
- 3. The prepared deposit shall be sent to the bank along with the money orders. A certificate of deposit will be scanned when it is returned from the bank via iNovah and the deposit will then be submitted.
- 4. Private institutions should mail or scan and e-mail the Certificates of Deposit (CDs) to the CTFA for entry into iNovah. CDs should be sent for all days when inmate funds are deposited. All CDs for the month must be received by the CTFA no later than the last working day of the month. Any CDs sent on the last two working days of the month should be scanned and e-mailed to the CTFA. The CTFA must have all private institution CDs entered in iNovah by the second working day of the following month.

D. Withdrawals from the trust fund shall be made as follows:

- 1. Withdrawals may be made from an inmate's account without consent if the withdrawal is allowed by policy, statute (including but not limited to levied Criminal Injuries Compensation Fees and Litigation taxes when a certification has been received from the court and court costs imposed against the inmate and paid by the state), or court order. The CTFA will enter those court costs paid by the State on TOMIS (screen LCDU, code STA). Notification of such withdrawals shall be made to the inmate.
- 2. Withdrawals other than those for Vendor Media Kiosk Account transfers and those mandated by policy shall be requested in writing by the inmate.
 - a. These requests shall be made by using the Personal Withdrawal Request, CR-2727; Commissary Order, CR-3344; or an acceptable alternative developed by the institution. (TDOC facilities shall refer to Policy #209.02 for further instructions). All withdrawal requests must be signed by the inmate with proper signatory approvals. Unsigned withdrawal requests, excepting fee for services requests as described in Fees from Inmates for Services, Policy #208.05, will not be processed.
 - b. The personal withdrawal request shall be forwarded to the trust fund custodian after being signed (not stamped) by a witness and the Warden or designee. After processing, the original of the request form shall be returned to the inmate. A copy of the request will be maintained in the trust fund office, whether the request is approved or denied.

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- Processed commissary pick lists shall be maintained in the trust fund office, business office, or warehouse. The fiscal director shall determine the most suitable location.
- d. Personal withdrawals may only be made payable to inmates' immediate family members or for other legitimate verifiable reasons. (See Visitation, Policy #507.01 for definitions of immediate family) The verification of legitimacy shall be supplied by the inmate and approved by the Warden or designee. Transfer of funds to an incarcerated (TDOC) member of the inmate's immediate family may be approved by the Warden of the institution in which the receiving family member is incarcerated.
- e. The status of a specific check should not be requested until the check is 30 days old. Exceptions may be granted in unusual circumstances.
- f. An inmate may request that a stop payment be placed on a check that has been issued from his/her trust fund account. Justification must be sent to the CTFA from the trust fund custodian as to why the stop payment is needed. If approved, the inmate will be charged \$15.00 for this service. A withdrawal will be processed from the inmate's trust fund account and placed in a trust fund organization account called "stop payment". Once a month, these funds will be transferred to the State of Tennessee General Fund by the CTFA.
- 3. The following priorities for withdrawals shall apply to inmates participating in a work release program:
 - a. Specific court orders and deductions allowed by statute applicable to a specific inmate
 - b. Room and board, electronic monitoring, and other costs TDOC facilities will refer to Policy #208.02 for further guidance
 - c. Necessary travel expenses to and from work and associated incidental expenses
 - d. Weekly draws attributable to work related expenses. Phase III participants at the Transition Center may request up to \$60 be loaded no more than once per week for a maximum of 16 loads onto a verified release card by trust fund staff through the third party vendor. The balance of the release card shall not exceed \$180 at any time. A signed and approved withdrawal request shall be completed for the amount of each reload. The third party vendor will collect an \$8 fee when the card is initially loaded. Prior to the reloading the card, the vendor shall be contacted to obtain the current balance. The cards shall be loaded and reloaded in accordance with the release card sections of this policy using the Third Party Vendor website. The participant should refer any questions about the use or operation of the release card to the third party vendor utilizing the toll-free number found on the back of the release card.

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- e. Support of dependents, if any, in amounts fixed by the designated institutional work program coordinator
- f. Payment in full or ratably of obligations acknowledged in writing by inmate
 - (1) Monthly contributions to the Criminal Injury Compensation Fund (CICF) should be made according to Policy #513.01. The money shall be credited to the CICF organization account within the trust fund. Privately managed facilities will comply in accordance with CCA their policy and contractual requirements.
 - (2) Supervision and Rehabilitation Fees should be deducted according to Policy #513.01. The money shall be credited to the Supervision and Rehabilitation organizational account within the trust fund. Privately managed facilities will comply in accordance with CCA their policy and contractual requirements.
- g. Other amounts owed the TDOC
- h. Other requested personal withdrawals
- 4. CTFA shall follow these procedures for fees collected by the institutions with work release programs:
 - a. On the first workday of each month, the funds shall be deducted from the Supervision and Rehabilitation and CICF organization accounts of the inmate trust fund.
 - b. A reallocation journal voucher shall be prepared to transfer the funds from the inmate trust fund to the department revenue accounts of the appropriate allotment codes and to the Department of Treasury for the Criminal Injuries Compensation Fund as follows:
 - (1) Department 313030362 Criminal Injuries Compensation Fund
 - (2) Department 3291300100 Supervision and Rehabilitation Fund (TPFW)
 - (3) Department 3294700100 Supervision and Rehabilitation Fund (MCCX)
 - (4) Department 3291600100 Supervision and Rehabilitation Fund (MLCC)
- 5. Inmates assigned to a work/educational release program may possess cash; all other inmates except authorized by VI.(D)(6) are restricted from possessing cash. This shall be in accordance with institutional policy and obtained in the following manner:
 - a. The maximum amount of a semimonthly draw is limited to \$50
 - b. The inmate may not have more than \$60 in his/her possession at any time

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6. Minimum trusty inmates authorized to operate motor vehicles off state property as their job assignment may possess and use cash in accordance with the provisions of VI.(D)(5) above and may use cash in accordance with Policy #503.11.

- E. On a monthly basis, the CTFA shall perform the following tasks to reconcile the Trust Fund account:
 - 1. Reconcile the issues and cancels transmitted to Treasury to the issues and cancel JVs entered into Edison. Make any corrections as needed.
 - 2. Ensure that all regular trust fund JVs and Inter-unit JVs have been posted correctly.
 - 3. Prepare a monthly reconciliation between the trust fund balance per the MKJ report and the Edison account balance in the trust fund account.
- F. A trust fund account balance report shall be generated daily and reviewed for negative balances. Appropriate corrective action shall be taken for inmates with negative account balances. The report and documentation of corrective action taken shall be retained for audit purposes.
- G. All checks that have been outstanding for six months shall be added back into an inmate's account by the institution. The CTFA will provide relevant data.
- H. If an inmate is transferred to another state facility, the sending facility shall provide a set of complete documents supporting the balance of any outstanding obligations of the inmate to the receiving facility. The receiving facility will be responsible for the administration of the account.
- I. In the event of an inmate's death, the Warden's designee of the facility where the inmate was housed regardless of where the inmate was assigned will contact the family and forward the Trust Fund Estate Settlement Form, CR-3618.
 - 1. Upon receipt of the completed form CR-3618 and after the subsequent payroll has processed, the trust fund custodian will send a scanned copy of the form via e-mail to the CTFA. If scanning is not possible, a facsimile may be used.
 - 2. A check shall be generated to the "Estate Of (Inmate Name)" with the address provided above.
 - 3. The CTFA will retain a copy of the check and forward the original check, along with the other institutional trust fund checks, to the institution. The institution will mail the estate check in the same manner as all other trust fund checks.
 - 4. If the form is not returned within 30 days, the trust fund custodian will notify CTFA by electronic mail and provide the last known address listed on TOMIS for family contacts and/or emergencies.
 - 5. CFTA will document that the Trust Fund Estate Settlement, CR-3618, had not been returned and will instruct the Trust Fund Custodian to move the funds to the Unclaimed Organization account.

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- J. Upon release, the trust fund custodian shall notify the appropriate court(s) of the amount of CICF, State Recovery of Court Costs (STA), Litigation Taxes, and Sex Offender Tax that was originally owed, the amount collected, and the balance of the amount still owed.
- K. After an inmate is released, the fiscal director or designee shall use the approved vendor system to load the balance of the inmate's trust fund account to a release card after deducting any and all outstanding obligations. Release money due to the inmate (See Policy #511.03) shall be issued to the inmate via a petty cash check.
 - 1. Within 24 hours of the discovery of needed corrections or additional funds received after an inmate release card has been processed, the institution trust fund staff shall utilize the vendor system to adjust or reload the release card. The institution staff will enter the release card modification entry in TOMIS. RDB should be used for any additions, while ADJ code shall be used for any reductions.
 - 2. All release card modifications will be reconciled on the following business day to ensure third party vendor transactions and ETOMIS transactions are in balance. This reconciliation shall be completed using the Third Party Daily Reconciliation, CR-4003. A copy of this reconciliation shall be submitted to CTFA upon completion.
 - 3. Release cards are subject to a minimum balance of \$5.00 and a maximum balance of \$5,000.
 - a. A release card may be issued for less than \$5.00 if an inmate is expected to receive additional funds (such as for inmate pay) after which the card total will be equal to or greater than \$5.00.
 - b. When initially loading a release card in the third party vendor website, institutional staff will be prompted to enter:
 - (1) Offender Name
 - (2) Offender ID Number
 - (3) Release Package Identification (RPID)
 - (4) Date of Birth (DOB)
 - (5) Total amount to be loaded on the Release Card
 - (6) Social Security number for the card. This shall allow all cards to be verified. Institutional staff shall receive real-time confirmation of verification. (Please use the social security number as listed in TOMIS). Even if the number in TOMIS appears to be a "dummy" number, i.e., 999-99-9999, institutional staff must still key that number. If, and only if the social security field in TOMIS is blank, "123-45-6789" must be entered. This shall allow institutional staff to complete the load process but the card will not be verified. Do not use "123-45-6789" if there is a social security number listed in TOMIS. If an inmate has over \$1,000 in

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his/her trust fund account, institutional staff shall initially load the card for \$1,000 upon receiving verification, institutional staff may load up to an additional \$1,500. Institutional staff may load up to \$2,500 per day on each subsequent day up to a total of \$5,000. Any amounts over \$5,000 must be paid via a Release Warrant (RLW). If the release card is not verified, institutional staff shall pay remainder via RLW. At no point shall an inmate receive multiple release cards.

- 4. If an inmate has less than \$5.00 at the time of release and is not expected to receive additional funds after release, the inmate may donate the funds in his or her account to a qualified 501(c)(3) organization with approval from the Warden/Superintendent and fiscal director. The personal withdrawal request shall be made payable to the Inmate Charitable Donations Organization Account and specify the 501(c)(3) organization. If the inmate does not wish to donate his or her funds, a release check will be issued and mailed to the forwarding address provided by the inmate.
- 5. When an inmate is released on a commitment detainer, a trust fund check may be issued for the balance of an inmate's account and mailed to the last known address of the offender. A check shall not be issued when an inmate is released on any other type of detainer.
- 6. When monies are received for and/or remain in the account of an inmate after release, if possible, funds will be added to the inmate release card issued to the inmate within 24 hours. Otherwise, a check will be written for the amount and mailed to the last known address of the inmate.
- 7. Trust/Fund Checks returned "undeliverable" shall be cancelled and the funds placed in the unclaimed organization account. The CTFA will transfer the funds at the appropriate time to the Department of Treasury, Unclaimed Property Division.
- 8. The Third Party Release Card Control Log, CR-4002, shall be maintained for all inmate release cards received from the third party vendor. Upon receipt of a new batch of cards, the card numbers shall be logged. Upon issuance of a release card to an inmate, the log shall be updated to include the date of issuance, the inmate name and ID number, and the amount of the funds added to the card. A copy of this log shall be forwarded to the CTFA on a monthly basis no later than the tenth working day of the following month. The submitted log shall include amounts and quantities for all voided, modified, or reloaded cards.
- 9. On a daily basis, the vendor shall send an ACH Debit transaction for the total of all release card transactions.
- 10. If access to the Trust Fund portion of the third party vendor system needs to be added, modified, or deleted, then a request shall be sent to the Central Office Trust Fund who will contact the vendor. The request shall include the Name, RAC-F ID, and e-mail address of the person needing access.

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- L. When a check that is issued to an inmate after his/her release remains outstanding for a period of six months, the inmate's funds shall be transferred to the unclaimed organization account. The CTFA will transfer the funds at the appropriate time to the Department of Treasury, Unclaimed Property Division.
- M. When an inmate remains on "escape" status and monies remain in the trust fund account for a period of six months, the inmate's monies shall be transferred to the unclaimed organization account. The CTFA will transfer the funds at the appropriate time to the Department of Treasury, Unclaimed Property Division.
- N. To retrieve the funds transferred to the Unclaimed Property ORG account in Sections VI.(I) and (K) above, the following procedures shall be followed:
 - 1. Requests to withdraw (return) inmate funds transferred in VI.(I) shall be submitted in writing to the fiscal director of the institution where the inmate is housed or from which he/she was paroled. These requests will be forwarded to the CTFA.
 - 2. TOMIS entries shall be made to Debit the Unclaimed Organization account and Credit the Inmate's Trust Fund account.
 - 3. To claim inmate funds transferred to the Department of Treasury, Unclaimed Property Division, the inmate will be required to file a claim with that division.
- O. Trust Fund organization accounts will be established for purposes specified in other sections of this policy and for specific special use purposes. The following guidelines shall be followed in establishing and managing trust fund organization accounts:
 - 1. New trust fund organization accounts must be set up in TOMIS by Central Trust Fund Administration (CTFA) staff.
 - 2. Requests for new trust fund organization accounts shall be requested via e-mail by the Trust Fund Custodian who shall send a copy of the Trust Fund Organization Account Add-Change-Inactive form, CR-3998, to the Bi-Central Trust Fund group e-mail account. The institutional fiscal director shall be copied on the e-mail.
 - a. Requests for all new trust fund organization accounts shall include the name of the proposed trust fund organization account, the intended purpose of the trust fund account, and source and use of funds.
 - b. Requests for new trust fund organization accounts established for inmate organizations shall be signed by the fiscal director, verifying the inmate organization meets all the requirements of Policy #503.01.
 - c. Requests for new trust fund organization accounts that will maintain a reserve balance shall include the intended reserve balance as well as a specific plan for how any excess funds will be handled.
 - d. The use of generic trust fund organization accounts is not permitted. Examples: Holding Account or General Account.

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- 3. A trust fund organization account will be established for visitation photographs.
 - a. Any costs for processing of visitation photographs shall be paid from this trust fund organization account based on the same criteria as the Department of General Services' purchasing regulations.
 - b. On a monthly basis, funds in excess of those needed to cover costs associated with inmate photographs will be transferred by the trust fund custodian to the miscellaneous revenue organization account.
- 4. Trust fund organization accounts for incentive programs, donation programs, and other special projects shall be distributed as appropriate. Any excess funds should be cleared immediately (i.e., as additional donation, tip, refund to participants, or being moved to the trust fund interest organization).
- 5. Trust fund organization accounts used for the accumulation of specific miscellaneous revenue sources shall be cleared to the Miscellaneous Revenue Organization Account on or before the last day of each month by the institutional trust fund staff.
- 6. All trust fund organization accounts shall be reviewed monthly by the fiscal director or designee. If the trust fund organization account is no longer needed, the trust fund custodian shall send a copy of the Trust Fund Organization Account Add-Change-Inactive, CR-3998 to the BI-Central Trust Fund group e-mail account. The institutional fiscal director shall be copied on the e-mail. The trust fund organization account shall be cleared and CTFA will modify the description to indicate that the trust fund organization account is inactive.
- 7. Trust Fund organization account descriptions shall not be changed except to reflect a name change of the related inmate organization. Change requests should be sent to CTFA using Trust Fund Organization Add-Change-Inactive, CR-3998. Inactive trust fund organization accounts shall not be renamed and used for a new purpose.
- P. Interest earned from trust fund investments will only be utilized to pay expenses of maintaining the trust fund account, to purchase recreational supplies that directly benefit the majority of the inmate population, and to offset printing costs associated with the inmate newsletter. No interest money earned from trust fund investments will be utilized to purchase recreational equipment (i.e., weights/weight machines, backboards, table saws for arts and crafts, etc.) Exemptions to this will only be granted by the Commissioner/designee.
 - 1. The earned funds shall be maintained by each facility and the CTFA as an organization account within the trust fund. The CTFA will distribute interest earnings into the trust fund organization accounts quarterly based on the average number of inmates for each facility.
 - 2. The manager shall approve all purchases prior to the obligation of funds.
 - 3. The fiscal officer shall ensure that all appropriate accounting procedures are followed.
 - 4. All purchases shall require bids based on the same criteria as purchasing regulations.

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5. Goods and services shall be paid for by check made payable to the vendor, supported by vendor's invoice. A check shall not be made payable to cash or an employee.

- 6. Within ten working days after the end of the quarter, the fiscal director or designee shall sign a written status report including beginning balance, deposits, withdrawals, and ending balance of the interest account using Inmate Trust Fund Interest Account Quarterly Status Report, CR-4004. For all privately held institutions, the TDOC Contract Monitor shall ensure that this report is completed quarterly. A detailed listing of the goods or services purchased shall be included. This report shall be approved by the Warden or designee and retained for audit and historical reference. The CTFA shall be notified quarterly via e-mail that this report has been completed.
- 7. The Department of General Services, Division of Personal Property Utilization's rules and regulations and Policy #206.01 shall be adhered to when purchasing equipment. Privately managed facilities will comply in accordance with their policy and contractual requirements.
- Q. Inmates shall be allowed to open and maintain savings accounts or legitimate investments, with the earnings accruing directly to the inmate. The inmate must obtain the prior approval of the Warden or designee before a savings account is opened or an investment transaction initiated. Documentation of the Warden or designee approval shall be maintained for audit purposes.
 - Inmates maintaining such savings/investment accounts shall be required to provide a copy of the account transactions and balance to their counselors on a quarterly basis. This information will be documented on TOMIS conversation LCDG, Contact Note, using code QRFA, and shall include quarterly beginning and ending balances, as well as total deposits and withdrawals from each account during the quarter. Inmates refusing to provide a quarterly copy of account transactions and balances shall be subject to discipline under applicable provisions of Policy #502.05.
 - 2. On a quarterly basis, by the 21st working day following the end of the quarter, the Warden or designee shall submit a listing of any inmate with a savings or investment account with a balance of \$2,000 or greater including supporting documentation or a memo stating that no inmate had a savings or investment account with a balance of \$2,000 or greater to the Director of Budget and Fiscal Services for review as to the inmate's potential to contribute towards the cost of his/her care in accordance with TCA 41-21-901 through 911. This information shall be submitted using Inmate Savings-Investment Account Memo, CR-4005. This listing will include notations of any inmates who refused to provide the required quarterly documents and the disciplinary action taken. For privately managed institutions, the TDOC Contract Monitor will have responsibility for assuring that this information is reported in a timely basis.
- R. Inmates shall not have checking account privileges.
- S. CTFA staff shall conduct a quarterly review of each inmate's trust fund account.

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1. When the review indicates the possibility that sufficient assets may exist to allow the state to recover at least 10% of the estimated cost of the inmate's care for a two year period, the Director of Budget and Fiscal Services shall forward an Inmate Financial Status Report, CR-3561, to the fiscal officer of the appropriate institution with directions as to completion. If CR-3561 has been completed within the past year, an additional form will not be required.

- 2. Upon receipt of the completed Inmate Financial Status Report, CR-3561, the Director of Budget and Fiscal Services shall prepare a memorandum detailing the results of the trust fund account review and forward it, along with CR-3561, to the Chief Financial Officer for investigation. An inmate shall not be reported more than once per year unless their total assets have increased by 10% or more since the date of the last report.
- 3. When the Chief Financial Officer investigation indicates that the inmate appears to possess sufficient assets to recover at least 10% of his/her estimated cost of care for two years (or total sentence, whichever is less), the Chief Financial Officer shall forward Inmate Financial Status Report, CR-3561, and the results of the investigation to the General Counsel.
- 4. The General Counsel shall provide the information concerning an inmate's assets and potential ability to reimburse the state for at least a portion of his/her care to the State Attorney General's office for action.
- T. On an annual basis during the first quarter of each fiscal year, the Director of Budget and Fiscal Services shall prepare a report to the Commissioner detailing the amount of money collected during the previous fiscal year under the provisions of TCA 41-21-901 through 911.
- U. Upon receipt of information regarding an inmate's potential assets from diagnostic center staff (See Policy #401.02), the Director of Budget and Fiscal Services shall initiate the actions outlined in Section VI.(S) of this policy.
- V. Inmates who have not had a trust fund balance of \$6.00 or more at any time during the pay period will receive a hygiene kit. INFOPAC report BI01MKO, Offenders Eligible to Receive Hygiene Kits, will be available on the 17th day of each month. Inmates listed on this report are to receive their hygiene kit within five working days. Each Warden shall designate staff to distribute the hygiene kits. Upon delivery, this information will be documented on TOMIS Conversation LCDG, Contact Note, using Code KITI.
- W. When an inmate is within 90 days of expiring his/her sentence and have not had a trust fund balance of six dollars or more in the last three pay periods, the inmate may be eligible to receive assistance from the institution in the form of a state ID or birth certificate upon his/her release. The inmate's counselor shall make a written request for this benefit to the Warden.
- X. On a daily basis the fiscal director shall ensure the reconciliation of the trust fund daily transaction is completed. The last page of the Trust Fund checklist must be signed and dated by the fiscal director or designee indicating that the report has been reconciled, balanced, and funds were transferred to the appropriate organization accounts. The designee must be an independent employee from the trust fund operation to maintain segregation of duties.

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Y. When a Trust Fund obligation is to be requested for \$500 or greater, the withdrawal request shall be signed by the inmate, witnessed, and approved by the Warden/Superintendent or designee and the fiscal director prior to Trust Fund staff making the entry. A copy of the withdrawal request shall be sent to Central Trust Fund Administration. Central Trust Fund Administration shall not release any check for \$500 or greater without the withdrawal request being signed by the fiscal director.

Z. For institutions utilizing the vendor media kiosk program:

- 1. Eligible inmates can request fund transfers from their institution trust fund account to the Vendor Media Account utilizing the vendor media kiosk.
 - a. Media transfers can be made in increments of 50 cents only.
 - b. The vendor will transfer a file daily to TDOC STS which lists all inmates who have requested a transfer to the vendor media account.
 - c. A return file will be sent daily from TDOC to the vendor indicating which transfer requests have been approved.
 - d. Each day, the vendor will credit the inmate media account for all approved transactions.
 - e. Each day, TDOC shall electronically debit the Inmate Trust Fund account for all approved media accounts.
 - f. Overnight, TDOC shall electronically credit the appropriate organization account established for this purpose for all approved transactions at each institution which posted the previous day.
 - g. Institution Trust Fund staff shall review and verify that all media entries are reconciled to the reports provided through the vendor facility website.
- 2. On a monthly basis, the vendor shall prepare and submit an invoice to TDOC Central Trust Fund for all approved media transfers made during the previous month.
 - Central Trust Fund staff shall reconcile the invoice amounts to the Media
 Organization account balances. All differences shall be researched and
 corrected or explained.
 - b. Central Trust Fund staff shall debit each institution Media Account ORG and credit the DCCO Media Account ORG for the reconciled amount.
 - c. Central Trust Fund staff shall request an Obligation from the DCCO Media Account ORG for the reconciled amount of the vendor invoice.
 - d. Central Trust Fund staff shall review the check for accuracy and mail the Obligation to the vendor along with any required or requested documentation.

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3. Unused funds in the Vendor Media Account upon inmate release shall be the responsibility of the vendor. It is the responsibility of the inmate to contact kiosk service provider for a refund.

VII. <u>ACA STANDARDS</u>: 4-4027, 4-4031, 4-4034, 4-4044, 4-4045, 4-4046, and 4-4047.

VIII. <u>EXPIRATION DATE</u>: March 1, 2020.

RDB	Control	Log
Instit	ution :	



Month:		

		Card						1		Reloade			
		Exp.				Activation	Date	Reloaded	Date	d	Date	Voided	Date
	Card #	Date	Inmate Name	Inmate #	DOB	Amount	Issued	Amount	Reloaded		Reloaded		Voided
1	Caru #	Date	Illinate Name	IIIIIIate #	ВОВ	Amount	issueu	Amount	Reibaueu	Amount	Reibaueu	Amount	Voided
2													
3													
4													
5													
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	Total Number of Cards:	0	Total Activation Amount:	0.00				
			Total Reloaded Amount:	0.00				
CR-4002 (Rev. 08-16)			Total Voided Amount:	0.00			RDA 1198	

ATTN:		TDOC:
	TENNESSEE DEPARTMENT OF CORRECTION	
agriculture [PRIVATE & GOVERNMENT TRUST FUND CHECK VERIFICATION FORM	

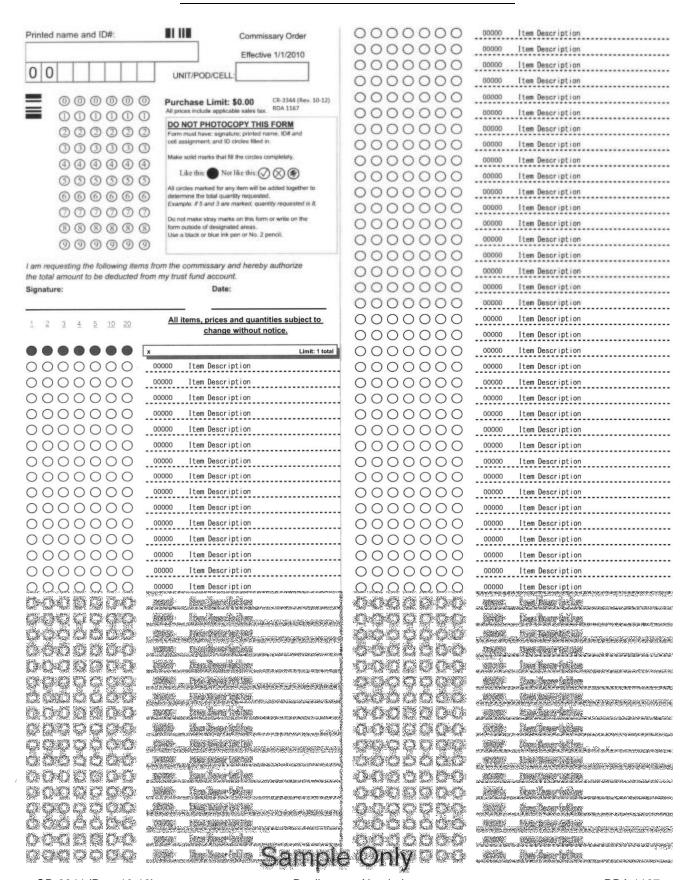
Subject:

					Refund				
Request			Date of		Year/Check Date	Check	Name /Adress/Telephone	Status:	Status:
Date	Inmate ID#	Name(Last,First,Middle)	Incarceration	Check #	or Comp Month	Amount	Number of the Issuor of Funds	1st Attempt	2nd Attempt
		·							

CR-4000 RDA 1198



TENNESSEE DEPARTMENT OF CORRECTION COMMISSARY ORDER





Date

JPay Report Total		MKN Report Total	
Reconciliation Comments:		Reconciliation Comments:	
Adjusted JPAY totals	\$ -	Adjusted MKN Totals	\$ -
			\$ - Balance

Reconciled By:	
	(Signature & Date)
Reviewed by	
•	(Signature & Date)

CR-4003 (Rev. 08-16) RDA 1198



TENNESSEE DEPARTMENT OF CORRECTION TRUST FUND ACCOUNT PERSONAL WITHDRAWAL REQUEST

INSTITUTION

\$	DATE: _	
PLEASE DEDUCT THE FOLLOWING AMOUNT F	ROM MY ACCOUNT:	_
THIS CHECK IS TO BE MAILED TO		DOLLARS
THIS CHECK IS TO BE MAILED TO:		NAME
		STREET ADDRESS
		CITY, STATE, ZIP
THE PURPOSE OF THIS WITHDRAWAL IS:		
INMATE	E SIGNATURE	INMATE #
	Building: Room #:	
	100m #.	
NESSED:		
ASON FOR DENIAL:		
WADDEN	DIRECTOR DESIGNEE	DATE
		DATE
2727 (Rev. 6-02) White-Inmate Canary-Trus	st Fund Office	
TE	EDEPARTMENT OF CORRECTION RUST FUND ACCOUNT NAL WITHDRAWAL REQUEST	
	INSTITUTION	
\$	DATE:	
PLEASE DEDUCT THE FOLLOWING AMOUNT F	ROM MY ACCOUNT:	DOLLARS
THIS CHECK IS TO BE MAILED TO:		DOLLARO
THE STEERING TO BE IMPLIED TO:		NAME
		STREET ADDRESS
		CITY, STATE, ZIP
THE PURPOSE OF THIS WITHDRAWAL IS:		
INMATE	E SIGNATURE	INMATE #
	Building:	
	Room #:	
TNESSED:		
PROVED: YES NO		
ASON FOR DENIAL:		
	DIRECTOR DESIGNEE	DATE



TRUST FUND ESTATE SETTLEMENT

To Whom It May Concern:

I,	Print Name	do hereby state t	hat I am the Executor
	Print Name		
of The Estate of		TDOC #	
	ust Fund Account be sent to		
Signature of E	xecutor or Estate		
Address:			
Subscribed and sworn	to in my presence, this	day of	
Date:			
		Signature	of Notary



TENNESSEE DEPARTMENT OF CORRECTION

Trust Fund Organization Account Add/Change/Inactive Form

Date of Request:	_
Institution:	-
Name of Requester:	
☐ ADD NEW ORG	
Suggested Name for ORG:	
Purpose of ORG (How account will be used):	
ORG will be Cleared: (Choose one) 1. Monthly (or other Frequency) 2. When Balance Exceeds 3. Upon Completion of Program 4. Never (Funds will be used for Operat 5. Other (Specify) Is this account for an Inmate Club or Organization? Name of Staff Sponsor:	ion of Inmate Organization) Yes No If "Yes", please provide the name of the Staff Sponsor
ORG NAME CHANGE Existing ORG#: Reason for change:	
☐ INACTIVE ORG # Reason for inactivity:	
Fiscal Director Approval	Date



STATE OF TENNESSEE DEPARTMENT OF CORRECTION

, TENNESSEE

TELEPHONE () -	FAX () -
MEMORANDUM	
TO:	
FROM:	
DATE:	
SUBJECT: Inmate Savings/Investment Accounts	
Per TDOC Policy #208.01 Q.1, contact notes regard inmates with accounts.	ing savings accounts were entered on TOMIS for
Per section Q.2, we are submitting the following inm care in accordance with TCA 41-21-901 through 911 greater than \$2,000. Copies of their account statem	. These inmates have a savings account balance
Inmate name/TDOC#	Account Balance
The following inmates did not present a copy of their issued disciplinary action for violation of TDOC/Instit	account statements as required per policy and were utional policy.
Thank you.	

Reviewer



TENNESSEE DEPARTMENT OF CORRECTION INMATE FINANCIAL STATUS REPORT

INMATE NAME:	INMATE NU	MBER:
INMATE ADDRESS (legal residence)		
LACT EMPLOYER		
ADDRESS:		
ADDRESS.		
The Inmate Financial Responsibility A Department of Correction wherein you a "Assets" include property, tangible or in income or payments from social security, wages, bonuses, annuities, retirement be does not include a homestead owned settlement of a claim against the Departr of Tennessee as the result of a civil actifound to be liable or money saved by y correctional facility. The State of Tennes your care. You may be required to up complete financial information may be determination.	re sentences may obtain information tangible, real or personal, below worker's compensation, pension enefits, insurance benefits, or from by you, money received by you ment of correction, a money judg on in which the Department of cour from wages and bonuses proceed this information during your department of the court of the cou	ation from you regarding you assets. Inging to you or due to you including a benefits, previously earned salary or own any other source whatsoever, but you from the State of Tennessee as innent received by you from the State Correction was named defendant and aid to you while confined in a state of seek reimbursement for the rest of your incarceration. Failure to provide
I have the following assets:	Dollar Amount	Location (Specify)
Worker's Compensation/Payments		· · · · · · · · · · · · · · · · · · ·
Retirement Benefits		
Other Pension Benefits (Specify)	·	
Previously Earned Salary or Wages		
Previously Earned Bonuses		
Annuities		
Bank Accounts		
Stocks or Bonds		
Real Property Other than Homestead		
Other:		
swear or affirm under oath, that to the best of	my knowledge, the information pro	vided herein is complete and accurate.
Inmate Signature		Date
Staff Witness		Date
) IF INMATE REFUSES TO EXEC	UTE THIS FORM
Ctaff Cianatura		Poto
Staff Signature		Date

CR-3561 (Rev. 7-01)

Beginning	g Balance		\$0.00
	Deposits		
			1 0000
	Total	•	\$0.00 \$0.00
,	Withdrawals		
			\$0.00
	Total		\$0.00
Ending Ba			\$0.00
Prepared By_		_Date_	
Approved By		Date	

CR-4004 RDA 1198



Statement of Work Tennessee Department of Correction/JPay

Project

JPay shall deploy inmate kiosks in all TDOC facilities with the following services: education, inbound and outbound email, inbound and outbound photo attachments, inbound and outbound VideoGrams, inbound and outbound e-cards, tablets, music, eBooks, games, accessories, and trust balance look up. Deployment will be conducted in two phases. Phase I Pilot consists of a pilot at West Tennessee State Penitentiary. Phase II consists of the remaining facilities in the Phase II chart below. Phase II installation will begin 90 days after Phase I pilot goes live unless TDOC has presented a formal written complaint to JPay regarding Phase I Pilot kiosk services.

Upon execution of this SOW, JPay will immediately devote all necessary resources to roll out the Phase I Pilot. Site visits, scheduling and forecasting for Phase II will be conducted simultaneously alongside the first 90 day operational period of the Phase I Pilot. Install for both phases will take approximately 8 months. After ordering kiosks, coordinating network installations and conducting site surveys, JPay will provide a detailed project plan to TDOC. Installation will begin upon TDOC approval.

This Statement of Work describes the various tasks and responsibilities associated with this implementation.

Scope

Network and Infrastructure Analysis

JPay anticipates approximately 150 kiosks to be installed in two phases based on a 1 to 100 kiosk to inmate ratio (this may change to a lower ratio depending on the services activated) as per the following estimates per facility:

Phase I Pilot

Facility Name	Population	# of Kiosks (1 to 100 ratio)
West Tennessee State Penitentiary	2155	21
Total	2155	21

Phase II

Facility Name	Population	# of Kiosks (1 to 100 ratio
Bledsoe County Correctional Complex	2408	24
Morgan County Correctional Complex	2089	20
Northeast Correctional Complex	2373	23
Lois M. DeBerry Special Needs Facility	650	6
Riverbend Maximum Security Institution	781	7
Tennessee Prison For Women	7 50	7
Turney Center Industrial Complex	1588	15
Mark H. Luttrell Correctional Center	423	4
Northwest Correctional Complex	2373	23
Total	13,435	129



JPay's Site Survey team and TDOC representatives will review the existing facility infrastructure in order to compose a Kiosk and Network Deployment Scope of Work for each site as per the following standards:

- 1. A download/upload bandwidth of 5 MB or better for security controlled Internet access (equivalent of 2 bonded T1 lines).
- 2. Network access at each kiosk location for CAT 5 network cabling (cable runs of 100 meters or less).
- 3. For long cable runs, fiber optic cabling or wireless connectivity may be necessary for housing unit connectivity or other necessary connections. JPay can provide media converters as necessary.
- 4. Existing electrical panel access in the form of a standard 120 v outlet is required at each kiosk location. The install team will work with facility maintenance representatives to ensure power needs are adequate for circuit runs to power equipment.
- 5. Wireless access points throughout the facility for JPay tablet wireless connectivity to send and receive content on the tablet. Access point will be connected via cat5.

The suggested placement of each kiosk will be documented on all site tour notes; TDOC will be sent these notes to review prior to installation. As a quality assurance measure, installation teams will conduct a follow-up walkthrough upon arrival and confirm placement at each site.

• Responsibilities Matrix

ltem	JPay	TDOC
Project Management	X	×
Obtain Notice to Proceed from Facility	X	Х
Coordinate Site Access, Escort Designation and Clearance Approvals	Х	Х
Provide Network Configuration Information		Х
Electrical Service to Kiosk/Networking Equipment (Run Conduit)*		Х
Cabling Service to the Kiosk Equipment (Cat5/6; Run Conduit; Terminate Cat 5/6)*		X
Fiber/Wireless (Pulling/Blowing/Terminating or Wireless Configuration Where Applicable)*		х
Install Wireless Access Points in Housing Units	Χ	
Provide Storage and Staging Space		X
Install Kiosks and Kiosk Components		X
Procure and Configure Kiosks and Kiosk Components	X	
Quality Assurance and Review	X	Х
Provisioning of Network Environment		X
Network Access Provider (Including Remote Access to Kiosk for Maintenance)		x
Materials For Kiosk, Electrical, Cabling and Wireless/Fiber	X	
Kiosk Maintenance	Х	

^{*} Can be completed by TDOC staff and/or inmate labor. If TDOC staff perform these services, JPay will reimburse TDOC based upon hourly wage of staff plus benefits.



Financial Responsibility

The cost of infrastructure installed solely for the purpose of providing JPay services will be paid for by JPay. If TDOC uses a third party to perform any work, JPay reserves the right to review the proposals and solicit other bids to perform the work.

JPay will provide or assume the costs of the following items:

- 1. Kiosk hardware and internal components
- 2. Networking cables, connectors and related equipment
- 3. Wireless access points for housing units
- 4. Electrical cable; at cost if TDOC provisions the material
- 5. Additional bandwidth where necessary
- 6. Facility labor for installation at standard TDOC reimbursement rates, if TDOC perform the installation

• Technical Integration

JPay currently receives an inmate file from TDOC to support our money transfer service. JPay will utilize the information from this file to control kiosk usage and provide trust account information. If any additional data fields are necessary for successful kiosk operation, JPay will confirm with TDOC and request the information be added to the nightly file.

All file exchanges occur via Secure File Transfer Protocol (SFTP). In addition to the inmate file transfer, JPay will also create an interface with TDOC to automate inmate media purchasing. The file process can be handled in one of the following three ways:

- 1. TDOC will receive a nightly file from JPay which includes all purchase requests for that day, then return a file that confirms which transactions are approved or denied. This option is recommended as it would ensure no additional staff time is needed to complete the purchase requests.
- 2. TDOC will provide a nightly file to JPay listing each dollar amount approved to be added to each inmate's JPay media account. This option would require assistance from TDOC staff to process inmate purchase requests instead of submission through the housing kiosk.
- 3. Inmates can submit transfer requests on the kiosk, which would then be listed on JPay's web portal for approval by TDOC staff. Approved transfers would be provided to the inmate and the staff member would deduct the dollar amount requested from the inmate's trust account balance.

JPay can also display the inmate trust balance on the kiosk. TDOC can provide a nightly balance file that includes the current trust balance and up to the last 25 transactions for each inmate. This information would be displayed to the inmate once they log onto the JPay housing kiosk. If a file exchange is not preferred, JPay can work with TDOC on a real-time web services integration for balances and purchases.

• Services

The following services will be activated immediately upon completion of the kiosk installation at each TDOC institution:

- Inbound/Outbound Email with Inbound/Outbound Photo Attachments, Inbound/Outbound ecards and Inbound/Outbound VideoGrams
- Media Services including purchase of Tablets, Music, eBooks and Educational Content
- Videogame store
- Trust Account Balance Look Up



- Friends and Family Media Funding
- Sale of accessories including, earbuds, tablet armbands, headphones, keyboards, chargers as applicable for the selected tablet.

<u>Email</u>

Email will be initiated by inmate friends and family members utilizing www.ipay.com or by downloading JPay's mobile app. The inmate will access and respond to emails from their unique user account on the JPay housing kiosk or JP5 tablet (description to follow). Users will have the option to attach pictures and 30 second video clips. All content will be stored and made available for viewing by approved TDOC staff.

Media Services

JPay will provide the ability for inmates to purchase JP5 tablets, and services listed above at all institutions. All purchased tablets will be shipped to the facility property room for distribution to the inmate. The tablet will be assigned to one inmate and will connect to the housing unit kiosk to upload and download content. JPay handles any replacements, reorder requests, or support questions directly with the inmate through our housing kiosk.

Friends and family members will also have the option to purchase a JP5 tablet on behalf of the inmate, as well as place funds in an inmate's media account to enable the purchase of JPay media products and services. All funds transferred are non-refundable and non-transferrable.

Game Store

JPay will provide a store of TNDOC approved games for purchase to inmates on the JP5 tablet. The game purchase and download will be completed by plugging the tablet into the housing kiosk.

Educational Videos

JPay will provide the ability for inmates to download educational content onto the JP5 tablet at no cost.

Trust Account Balance

JPay will display the inmate's available balance on the housing kiosk.

Marketing Campaign

Before launching at each site, TDOC will notify the public and the inmate population about JPay's services. JPay will provide printed marketing materials for common areas as well as "How To" posters that will be placed adjacent to each kiosk. Informational how-to videos for the housing kiosk and tablet will be provided for use on CCTV and other applicable applications. JPay will also provide online information and a customized landing page link for TDOC to incorporate on their website.

System Training

JPay will deploy a team of dedicated training representatives that will conduct sessions for both the staff and inmate population at each facility. Here is a sample training itinerary:

7:30am – 9:00am: Staff Kiosk Demo / Staff Q&A

• 9:15am – 11:00am: Selected Inmate Kiosk Demo / Inmate Q&A

11:00am – 12:00pm: Lunch

12:15pm – 12:45pm: Property Room and Mailroom training (Shipping Players Q&A)

1:00pm – 4:00pm: Visit each kiosk / Inmate Q&A



In addition to onsite training and literature distribution, JPay provides full customer service support to both the staff and the inmate population. Staff will contact the JPay Helpdesk, 855-445-5729 or helpdesk@jpay.com and inmates will submit their questions through the JPay kiosk by sending an electronic ticket. In addition to the ticket support, the inmates also have access a comprehensive FAQ module on the kiosk.

Assumptions

- Project Deliverable Dates to be determined collaboratively.
- In the event TDOC decides to utilize any outside vendor for installation, both parties must agree on the selection as well as any the related terms and conditions.

Schedule

JPay will project 'go-live dates' for sites and services in a full project plan. The actualized 'go live dates' are subject to delays based on facility access, equipment lead times, weather conditions and resource availability.

SOW APPROVED AND AGREED TO:

Tennessee Department of Correction	JPay Inc.
t Wurly o. July	RSZ
(Authorized Signature)	(Authorized Signature)
Wesley O. Landers	Ryan Shapiro
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)
CHIEF FINANCYL OFFICER	CEO
(Title)	(Title)
2/22/16	2/23/14
(Date)	(Date)
+ Subject to approval of the actual Contract Amedo Which is underway, but no in	nent sere experted,



Pricing Exhibit TDOC/JPay

Media and Communication Services

Item	Fee	Commission
JP5 Mini Tablet – 16 GB	\$69.99	\$5.00
JP5 Tablet – 32GB	\$129.99	\$10.00
Song	\$1.29 - \$1.99*	5%
Emali	\$0.40 (per stamp)**	\$0.05
Videogames	\$0.99 - \$25.00	5%
eBook	\$0.99 - \$25.00*	3%
Accessories***	\$0.00 - \$50.00	5%
		1

^{*} Song prices vary depending on the record label (album purchases may potentially be cheaper).

Friend and Family Media Account Funding

Amount	Fee	Commission
\$0.01 - \$300.00	\$3.50	N/A

^{**} JPay may offer volume discount packages with cost not to exceed \$0.40 per stamp. Photo attachments cost 1 stamp, ecard cost 1 stamp and VideoGrams cost 3 stamps.

^{***} Additional Documentation Provided for Accessories Specs

TENNESSEE DEPARTMENT OF CORRECTION INSTITUTIONS

Bledsoe County Correctional Complex (BCCX)

9formerly Southeastern Tennessee State Regional Correctional Facility)

1045 Horsehead Road

Pikeville, TN 37367

Lois M. DeBerry Special Needs Facility (DSNF)

7575 Cockrill Bend Blvd. Nashville, TN 37243-0469

Mark H. Luttrell Transitional Center (MLTC)

(formerly Mark H. Luttrell Correctional Complex (MLCC)

6000 State Road

Memphis, TN 38134-7697

Morgan County Correctional Complex (MCCX)

(formerly Brushy Mountain Correctional Complex- Morgan)

541 Wayne Cotton Morgan Drive

P.O. Box 2000

Wartburg, TN 37887

Northeast Correctional Complex - Main (NECX)

(formerly Northeast Correctional Center)

5249 Highway 67 West

P.O. Box 5000

Mountain City, TN 37683-5000

Northeast Correctional Complex - Annex (NECX)

(formerly Carter County Work Camp)

188Old Railroad Grade Rd.

Roan Mountain, TN 37687

Northwest Correctional Complex - Site#1 (NWCX)

(formerly Northwest Correctional Center)

960 State Route 212

Tiptonville,TN 38079

Northwest Correctional Complex - Site #2 (NWCX)

(formerly Lake County Regional Correctional Facility)

960 State Route 212

Tiptonville,TN 38079

Riverbend Maximum Security Institution (RMSI)

7475 Cockrill Bend Blvd.

Nashville, TN 37243-0471

Tennessee Prison for Women (TPFW)

3881 Stewarts Lane

Nashville, TN 37243-0468

<u>Turney Center Industrial Complex</u> (TCIX) 1499 R.W. Moore Memorial Hwy.

Only, TN 37140-4050

Turney Center Industrial Complex - Annex (TCIX)

(formerly Wayne County Boot Camp) P. 0.Box 182 245 Carroll Road Clifton, TN 38425

West Tennessee State Penitentiary- Site #2 (WTSP)

P.O. Box 1150 480 Green Chapel Road Henning, TN 38041-1150

Women's Therapeutic Residential Center (WTRC)

(formerly West Tennessee High Security Facility, West Tennessee State Penitentiary – Site #1) P.O. Box 1150 480 Green Chapel Road

Henning, TN 38041-1150