

JPay Inc CT 170710001
CPPT 30034901700071
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Corrections Services

Statement of Work

MISSOURI DOC / JPAY

Project Objectives

This Statement of Work ("SOW") is being made pursuant to the Participating Addendum entered into on July 19, 2017 by the Missouri Department of Corrections ("MODOC") and JPay Inc. ("JPay") having a termination date of July 31, 2022 (the "Agreement"). JPay will be the exclusive provider of music, email, streaming content, video visitation, media account funding, money transfer and all other tablet-based technology services covered in this SOW and outlined in Exhibits A ("Pricing Exhibit") and B ("JPay Technical Needs Document") attached hereto. All services mentioned in this SOW are included in JPay's NASPO contract.

Scope

I. Funding and Media Service

Funding

a. Inmate Trust Account Funding Services

- i. JPay will be the exclusive money transfer provider for MODOC.
 1. MODOC will continue to accept Money Orders to fund MODOC Inmate accounts.
 2. For all other inmate account deposits, MODOC will utilize JPay's money transfer rails (including, but not limited to, www.JPay.com, JPay's mobile apps, facility lockbox, MoneyGram locations, telephone and lobby kiosks) as the only other methods for Friends / Family to fund an inmate's trust account.
- ii. Fees to friends and family members for trust account funding are displayed in Exhibit A.
- iii. MODOC and JPay (the "Parties") shall work together to go live with JPay's money transfer service no later than October 15, 2017.

b. Media Funding Services

- i. JPay will be the exclusive provider to MODOC for media account funding. Friends and family will be able to fund the inmate's media account via all of the available payment channels being offered such as credit card and debit card.
- ii. The maximum amount of money an inmate may receive from friends / family directly into their Media account is \$25.00 per calendar month. There is no limit on how much money an inmate may transfer to his/her media account per month directly from his or her trust account.
- iii. Amounts in the inmate's media account ("media credits") are non-transferable and non-refundable, including at the time of his or her release from the facility.
- iv. In addition to allowing inmates to purchase media credits from JPay's kiosks, JPay will also allow inmates the ability to purchase media credits via the currently installed "Huber" kiosks using funds from his or her trust account. Any costs resulting from this integration will be at JPay's expense.
- v. Funds from the inmate's media account may be used to buy selected JPay services such as (but not limited to) stamps, songs, movie rentals, and games.
- vi. Fees to be charged to the inmates for these services are displayed in Exhibit A.



Corrections Services

Media

JPay will be the exclusive provider of the media services set forth below during the term of this SOW. All fees charged to inmates for these services are displayed in Exhibit A.

- a. 2-Way Email
 - i. Attachments Available
 1. Picture (including eCards)
 2. Video Attachment / VideoGram
 - ii. Printouts of text / pictures
 - iii. The Parties shall work together to go live with JPay's inbound email service no later than October 15, 2017.
- b. Video Visitation
 - i. JPay has the right to subcontract its Video Visitation services with the prior approval of the MODOC.
- c. JPS Tablet
 - i. JPay will provide each inmate the opportunity to order through the kiosk one JP55 (7inch) tablet at no cost to the MODOC or the inmate, which tablet may be refurbished. This tablet will be subject to JPay's standard warranty. If an inmate desires to purchase a replacement tablet after the expiration of the warranty period, he or she must purchase this tablet at the prices set forth in Exhibit A.
 - ii. Once distributed, the tablet becomes property of the inmate.
 1. Should an inmate intentionally break / destroy their tablet, he or she will be permitted to purchase a new tablet at the price displayed in Exhibit A.
 - iii. Each tablet will come with a set of earbuds and a charger. The inmate may purchase replacement earbuds, a charger and other accessories via the JPay kiosk at the prices set forth in Exhibit A.
 - iv. JPay will provide charging stations so that inmates may charge their tablets. JPay will provide these charging stations at no cost to MODOC; the Parties will agree to the number of charging stations to be installed after site tours are complete.
- d. Tablet Products
 - i. Pre-loaded app package (calendar, calculator, etc.)
 - ii. Music
 - ii. Videos
 - iii. Education
 - iv. E-books
 - v. Games
 - vi. Movie Rentals
 - vii. News
- e. Additional Services:
 - i. JPay agrees to develop the kiosk-based applications as described in Exhibit B.
- f. The Parties shall work together to roll out kiosks and networks over the course of 9 months following the date of this SOW.



II. Network and Infrastructure

In general, JPay requires the following infrastructure available at each location:

1. Internet access, 3MB download/upload bandwidth (Equivalent of 2 bonded T1) or better depending on the number of kiosks at a given site.
2. Network access at each kiosk location via CAT 6 network cabling (cable runs of 100 meters or less). JPay can share existing network infrastructure and can provide appropriate appliances to supplement the facility's network where necessary.
3. For long cable runs, fiber optic cable is necessary. JPay requires two strands of multi-mode fiber. JPay will provide media converters as necessary in cases where the facility makes unused fiber available. JPay can also share existing fiber with the facility through VLAN configuration. JPay can provide appliances to perform this function if necessary.
4. As an alternative, JPay, with MODOC permission, will be permitted to use Wi-Fi and/or Wi-Max connectivity.
5. Electrical power in the form of a standard outlet is required at each kiosk location.

JPay will, with the approval and guidance of MODOC, deploy broadband networks, wireless and wired, in all agreed upon MODOC facilities. JPay will install kiosks at a ratio of 1:75 or as needed at agreed upon locations. The final number of kiosks and types of networks will be determined upon mutual agreement of the Parties after site tours are complete.

All network cabling, broadband connections, power runs, and supporting hardware that are necessary for the installation will be at JPay's expense.

III. Technical Integration

JPay agrees to work with MODOC (or its designees) in setting up a file integration with the Inmate Management system to facilitate the transfer of JPay Media Credits. JPay agrees that any costs associated with the current Inmate / Offender Management System, provided by Huber, will be solely at JPay's expense. No integration should be needed for Money Transfer.

Relating to Money Transfer, all funds corresponding to each day's payments are remitted to the specified bank via an Automated Clearing House ("ACH") credit each banking day. The ACH is received within 24-48 business (banking) hours and all fund transfers are detailed in batch reports available on JPay's DOC staff interface.

IV. Service Level Agreements

Kiosk and network issues are resolved within the following timeframe: between 4 hours and 4 business days. Resolution may take 4 days or longer if this issue is considered an exception, i.e. we are waiting on an order for spare parts, we need to repair damaged fiber, clearance delays, escort issues, etc.

Issue reporting, communications, and resolutions are handled by JPay's Help Desk Team, Field Engineering Team, and NOC (Network Operation Center).

The Help Desk is responsible for technician clearances, scheduling, assistance with mailroom PC's, inquiries from Investigators, Trust Accountants, and other staff.

Onsite Field Engineers are deployed to resolve hardware, network, and power issues. For all onsite calls, our goal is to have someone on site within 48 hours of the issue being identified and reported. As it is not always possible to have someone onsite within 48 hours, we aim to have someone onsite no later than 4 business days not including the exceptions described above.



The NOC detects prolonged downtime by watching the network and the frequency of inmate logins. The NOC performs remote reboots to resolve the vast majority of kiosk outages on the same day that they're reported. If an issue is not detected by the NOC, it is most likely detected in the inmate support tickets and in the direct communication from the MODOC staff via email and phone.

JPay strives to respond to inmate tickets within 4 business days.

V. Personnel

JPay agrees to hire a minimum of 1 Missouri -based Field Engineer to service JPay's kiosks and networks. JPay may use technicians from additional vendors such as Securus and Guarded Exchange to supplement the Field Engineer as needed. This Field Engineering team will be supported by JPay's 24-hour Network Operations Center. JPay will assign an Account Manager who is available 24-7 who will act as the main point of contact for the contract. The Account Manager will be supported by JPay's Help Desk, so MODOC staff always have a contact should they need assistance.

VI. Marketing

For a successful launch, it is imperative that the inmate population and friends and families are well aware of the service and its offerings. Before launching any service, MODOC will notify the public about the details of the program. The MODOC website will be updated to include JPay product information, instructions on how to use JPay, and a link to our customized MODOC landing page. JPay will work with MODOC to distribute printed materials.

VII. Training

JPay will deploy a team that will work with MODOC's designated point of contact to customize the training deliverables and objectives. Training will generally be conducted using live training, remote training, and content and literature distribution.

Upon turning on the kiosks at each facility, the JPay Account Manager will conduct onsite training with staff and with inmates by doing inmate town hall sessions. This will be coordinated between the Account Manager and MODOC staff upon each site launch.

JPay may also produce infomercials for the intra circuit TV system in the prisons (if applicable) which must be reviewed and approved by MODOC. JPay will strive to have these videos with a "closed caption" feature.

Suggested attendees for training sessions (*training sessions are organized by respective roles*):

1. Superintendent
2. Security Personnel
3. Inmate Accounts / Business Office Personnel
4. Deputy Superintendent
5. Guidance Staff
6. Investigative Staff

Furthermore, JPay will train, either via WebEx or in-person, DOC staff on the use of any new technology discussed in Exhibit B.

VIII. Subcontractors

The parties agree that JPay may subcontract certain of its services hereunder, such as data/electric cabling, field engineering services, video visitation, video visitation/VideoGram/picture monitoring. JPay shall notify MODOC in advance of JPay's use of such subcontractors.



IX. SOW Term

The term of this Statement of Work shall commence on the last date of execution of this SOW and shall continue until July 31, 2022.

SOW APPROVED AND AGREED TO:

Missouri DOC

Anne L. Precythe
(Authorized Signature)

Anne L. Precythe
(Print or Type Name of Signatory)

Director
(Title)

10/25/17
(Date)

JPay Inc.

[Signature]
(Authorized Signature)

Errol Feldman
(Print or Type Name of Signatory)

CEO
(Title)

12/8/17
(Date)

MISSOURI DOC / JPAY PRICING EXHIBIT

Money Transfer

Amount	Online Fee	Phone Fee	Canteen Margin
\$0.00 - \$9.99	\$1.99	\$2.99	0%
\$10.00 - \$19.99	\$2.99	\$3.99	0%
\$20.00 - \$49.99	\$3.99	\$4.99	0%
\$50.00 - \$300.00	\$5.99	\$6.99	0%

Item	Cash Fee	Credit Fee	Canteen Margin
Lobby Kiosk Transactions *	\$3.00	Online Pricing	0%
MoneyGram - \$0.01 - \$500.00	\$4.95	N/A	0%
Lockbox**	\$0.00	N/A	0%

* The Parties will work together to designate appropriate locations to install lobby kiosks. JPay reserves the right to remove or relocate a lobby kiosk if the kiosk does not generate a minimum \$900.00 in revenue per month on a rolling 3-month basis.

**Should the DOC elect for JPay to provide lockbox services.

Music and Media

Pricing below is before DOC canteen margin – When pricing is displayed to inmates, it will include DOC canteen margin

Item	Extended Price	Canteen Margin
Per Song	\$1.17 - \$2.19	20%
Per Album	\$2.45 - \$45.78	20%
Movie & Movie Rentals	\$2.00 - \$25.00	20%
Ebooks	\$1.01	20%
Approved Games (App Store)	\$1.01 - \$25.00	20%
Education – Inc. KA Videos	No Charge	0%
Video Visitation	\$7.95 / 30 Minutes	0%
NewsStand	\$5.95 / Month	0%

Email Services

Item	Extended Price	Canteen Margin
Stamp (per)**^	\$0.25	0%

* Only inmates may buy single stamps; Friends / Family will be able to buy stamps starting in packages of 10.

^ Each inmate will receive 4 free stamps per each calendar month. If these stamps are not used by the end of the calendar month, they will be deducted from the inmate's account.

Email Products

Item	Extended Price	Canteen Margin
Attachment (Picture)	1 Stamp	0%
Attachment (Picture / Card)	2 Stamps	0%
Attachment (VideoGram)	4 stamps	0%
Printouts (per B&W Page)	1 stamp per page	0%

Tablet & Peripherals

Item	Extended Price	Canteen Margin
Replacement Tablet	\$129.99	0%
Replacement Earbuds	\$5.00	0%
Replacement Charger	\$5.00	0%
Over-the-ear Earphones	\$29.99	20%
Bluetooth Earphones*	\$24.99	20%

*Should the DOC allow this technology



MISSOURI DOC / JPAY TECHNICAL NEEDS

Missouri Department of Corrections

- Division of Adult Institutions facilities
- Probation and Parole facilities and Community Supervision Centers
- Probation and Parole field offices

Project Description

Complete infrastructure and system hardware will be provided and installed to support a comprehensive, customizable security software program and complete systems with the ability to utilize QR codes, bar codes and/ or RFID tags. The systems and programs will provide MODOC the ability to access MODOC systems to track, record and archive information and perform numerous security functions electronically and securely. The system will provide for storage and printing of all information and functions. The systems and programs will be supported through training and 24/7 tech support.

The software and system will:

- Support IOS, android and Windows devices
- Provide simple icon based applications to access to functions
- Provide real-time services via secure wireless access points
- Have the ability to locate and disable devices
- Provide for device and software security
- Automatically disable device when not connected to access points
- Support active directory of users
- Support secure user logins
- Support access via Web application
- Support real time access from PC's or handheld devices (supervisors)
- Support secure access to camera audio/video usage via user login or other secure method
- Provide logging and printing of all functions and actions within program
- Interface with JPAY tablet program as needed and described herein

Equipment Needs

- Tablets for all offenders in DAI and P&P Residential facilities (approximately 36,000)
- Suitable handheld device for officers with a protective case and carry cases (6000 + devices)
- Charging Carts as deemed necessary by DOC
- Kiosk in Every Housing Unit Wing or as agreed upon by both parties
- Lobby Kiosk as agreed upon by both parties



Corrections Services

- 809 Tablets for Restrictive Housing Units with limited programming
- All Wiring, Hardware, Software and Labor for the project

Software Needs

- Ability to choose software loaded onto tablets
- Interface between current kiosk and/ or JPay kiosk to fund media account
- Method for collecting canteen profit on media purchases
- Media Sales report on the JPay facility site that is customizable

MODOC Tablet Team

- Gil Long, Offender Finance Officer
- Cindy Wansing, Assistant Division Director, Education
- James Hurley, Security Administrator
- Shannon Lee, Intelligence Unit Manger
- Dana Peters, Probation & Parole

MODOC Executive Staff

- Anne Precythe, Director Department of Corrections
- Matt Sturm, Deputy Director Department of Corrections
- Alana Boyles, Director, Division of Adult Institutions
- Cari Collins Director, Division of Human Services
- Joan Reinkemeyer, Director, Division of Offender Rehabilitative Services
- Julie Kempker, Chief State Supervisor, Probation & Parole

NOTE: The information in this document is solely intended to provide all parties with significant amount of information to move forward in a collaborative effort to provide a security based software product for use in the Department of Corrections.



PHASE I

Division of Adult Institutions facilities, Probation and Parole facilities and Community Supervision Centers

Security Rounds Module

Module that requires staff to physically be present and scan tags at designated check points with a handheld device. The module records, archives and allows for printable reports. The logging and recording of these security rounds are real time events synced to a central system providing for monitoring in real time via handheld device or PC by supervisors and administrators. The system must have a built in security mechanism that ensures the staff are physically at scan points and not able to duplicate scan tags and complete ghost rounds by scanning of ID tags at an alternate location.

- Supports secure users login
- Module is activated via simple touch icon on handheld device
- Provides for customizable rounds
- Provides real time reporting of missed and late rounds per area and user
- Missed rounds trigger alarms to both staff and supervisors allows for comments on late or missed rounds
- Provides printable reports for all areas programmed for rounds
- Reports provide date, time, area/unit and staff who missed rounds
- Provides users ability to enter preprogramed comments from drop down menu and ability to enter data
- Provides the ability to run simultaneous supervisory rounds with normal security in the same area and/or units.
- Will support scanning of RFID tags, QR codes, and barcodes in designated areas such as in housing units, food service, central services, perimeter fences, vehicle patrol.

Individual Inmate Check Module

Module requires staff to make in person individual offender wellness checks via scanning of offender ID's and/or scan codes located on cell doors. Module is activated via simple touch icon on handheld device and/ or automatically within the security rounds module. Module is also linked to restricted housing and offender services modules. (Close watch, suicide watch, medical watch, special security orders)

- Support secure user login
- Module is activated via simple touch icon on handheld device
- Provide customizable/ programmable cell checks
- Provide real-time reporting of missed and late cell checks per area and user
- Missed cell checks trigger alarms to both staff and supervisors allows for comments on late or missed checks
- Provide printable reports for all areas programmed for cell checks
- Reports include date, time, area/ unit and staff who missed cell checks
- Provide users ability to enter preprogramed comments from drop down menu and ability to enter data



Corrections Services

- Module allows document via the device the offender's observed activities or demeanor while performing individuals' cell checks
- Checks are done via scanning of RFID codes, bar codes, and QR codes or allows for manual selections of cell, offender and comments.
- Software must possess the ability for customization of forms. (Suicide Interventions, Close Observation, Security Checks, and wellness check etc.)
- Module requires entry of comments for all offenders on cell checks status
- Comments are printable on cell check reports

Offender Tablets and Kiosks

- Tablets provided to all offenders with customizable services only available to offenders who meet the criteria listed below.
- Interface between both the current kiosk and if desired, the JPay kiosk, and JPay's backend system for offenders to fund their JPay media account. This will require JPay to work with Huber and Associates to develop the interface at no cost to the Department of Corrections.
- The following information is accurate today and could be different at time of implementation. Services will be provided to offenders who have less than 3 conduct violations during 6, 9 and 12 month time periods.

3 or Less CDV's			
All GP	6 Months	9 Months	12 Months
Email	Email	Email	Email
Education	Education	Education	Education
Radio App	Radio App	Radio App	Radio App
Music Purchasing & Listening	All Other Media Services	All Other Media Services	All Other Media Services
		Phone	Phone
			Video Visitation

Eligible Offenders by Category			
All GP	6 Months	9 Months	12 Months
32,987	21,800	18,066	15,136



PHASE II

All DAI facilities, P&P facilities and Community Supervision Center

Inmate Services Module

Grievance, MSR, staff/offender correspondence, call-outs

Grievance

- Ability to generate an IRR or grievance via a State form, from the offender tablet.
- Ability to track and print reports of IRR and grievances, based on the require time periods in MODOC policies.
- Communicate with staff for approval to submit the grievance.
- Send alerts to staff and supervisors when timelines have exceeded their limits.
- Records and archives all information as required by MODOC policy.
- Module is activated via simple touch Icon on handheld device.

Medical Service Request (MSR)

- Ability to generate/ and send medical service request from offender tablets to designated medical personnel.
- System must be able to log the offender name and number with date and time of filing and the name date and time of the medical staff receiving the notification.
- System must generate a printable report of this data.
- Module is activated via simple touch Icon on handheld device.

Staff/Offender Correspondence

- Ability to allow the offender via tablet to communicate a short note to staff via designated Unit mailbox and not directly to a staff person.
- Staff will only be able to respond to offenders from their designated Unit mailbox.
- Module is activated via simple touch Icon on handheld device

Call-Outs

- Allows staff to schedule appointments for offender services.
- Notifications will be sent directly to offenders via tablets, with an audible alert to the receiving offender's tablet, and another audible alert 15 minutes prior to the scheduled appointment time.
- Allows offender to display callout on tablet to staff, via a simple ICON
- System must be integrated with staff's devices to allow for verification of appointments via bar codes, QR codes, and or RFID codes and allow staff to pull call-outs for view and verification.
- Module is activated via simple touch Icon on handheld device and tablet



Count Module

Allows counts to be performed via facility specific customized count program and forms.

- Count centrally is activated by shift commanders or central control.
- Offender counts performed by scanning of barcodes, RFID tags and QR codes on offender ID's and/or cells.
- Counts of areas and units can be sent wirelessly to master count area or be printed.
- Counts are atomically digitally signs via user log on.
- Allows manual entry of the offender count using the touchscreen.
- Counts are stored locally and synchronized with the offender management System.
- Counts are automatically calculated and provides error notification.
- Counts are printable and reportable, provides ability for supervisor, administrators, and executive administrative staff to view and print. Store all count reports for 90 days.



PHASE III

All DAI facilities, P&P facilities and Community Supervision Center

Identification Module

Identify Inmates by scanning their RFID code, QR code, and barcode, system syncs with callout and locations services modules for real time information and verification of offenders.

- Provides staff offender information and pictures of ID cards back-up card photo, housing unit assignment, work location assignment, and security alerts.
- Integrated with the Modoc offender management system, and the J-Pay call-out module.
- Provides staff with audible and other alerts when offenders are out of bounds as verified by location and callout modules.
- Information must be reportable and printable.
- Module is activated via simple touch icon on handheld device.

Restricted Housing Module

The system must synchronize with the Department's offender management system to record and track offender's activities/behavior and services while assigned to a restrictive housing. Provides ability to customize forms and allow form use of form fills.

Note* Restrictive housing records are kept permanent and cannot be deleted

- Software must possess the ability for customization of forms.
- Current MODOC ICR file forms must be downloadable to staff devices
- ICR forms must allow for service delivery verification i.e., meal, showers, rec, staff interaction etc. Via dropdown menu with canned comments and ability to enter comments.
- Must sync with J-Pay Security Round feature recording IIC checks in Chrono order in the ICR Chrono.
- IIC are automatically recorded into the ICR Chrono via bar scan code on cell door.
- System must support a continuous/ historical ICR file.
- Must support individual enablement by users to the camera audio and video to their device, determined by access level or codes (designated for supervisor, i.e. use of force, serious incidents)

Service Delivery Module

Ability to track any service deliveries by scanning of offender ID cards wrist bands etc. (meals, Mail, etc.)

- Barcodes associated with each offender are automatically compared to the facility database of housing unit assignments for verification of delivery of service. (meals)
- Allows for scanning and tracking of special meals and or snacks. (medical prescribed meals, religious meals)
- System must allow for staff to enter comments
- Must provide customizable reports



Corrections Services

- Module is activated via simple touch Icon on handheld device
- System must generate printable reports of meal deliveries.



PHASE IV

All DAJ facilities, P&P facilities and Community Supervision Center

Location Services

Ability to track and locate offender/ staff tablets via network services (to include use of scanning points and ID scan)

- Track and record the locations of offender/ staff tablets as they move around the facility
- The Inmate location system must be synchronized with MODOC offender management system
- System and the JPay call-out module under Inmate Services
- System must allow for searching of offender/staff by name or number via device
- Ability to track and locate officer's locations via handheld devices
- The system must be able to produce a report showing offender/staff historical movement and be printable
- Ability to shut down or disable staff and offender devices
- Ability to access functions of devices

Staff Communications

- Software and system enables devices to communicate internally over secured network and received text from administrators via texts and voice from supervisor's devices to front line staff (such as security alerts and bulletins).
- Verbally communicate internally via the device between staff, push to talk etc.
- Send out mass security alerts and or other information out to staff by administration.
- Handheld devices should have some kind of a distress alarm.
- Module is activated via simple touch Icon on handheld device

Programs

Assign and track Inmate program and class attendance individually by scanning RFID codes, QR codes via handheld device offender ID and location tags for class rooms.

- Ability to synchronize to the Departments offender Management System and J-Pay's call-out module.
- System must provide staff an alert when offender is not in their designated program.
- Module is activated via simple touch Icon on handheld device
- Provides printable class room attendance rosters
- Stores attendance date historically for 90 days



PHASE V

DAI facilities, P&P facilities and Community Supervision Center

Offender Work Assignments

Allows for tracking of offender work assignments, integrates callout, location services program tracking and with the Department's offender management system to record and track offender work schedule and assignments.

- Provide real-time tracking and location of offenders
- Record daily work
- Generate an end of the pay period report based on days daily worked
- Must synchronize with the MODOC offender management system and JPay call-out module
- Alert staff when an offender is not in their designated work area
- Module is activated via simple touch icon on handheld device
- All reports must be printable

Entrance and Exits of Facilities

Allows the ability to access a database of staff photos and metadata to provide for secure identification of all department staff when entering and exiting department facilities regardless of division. Allows customization of state visitor's entrance and exit log.

- Software and device must have the ability to scan staff ID RFID, QR codes, and bar code indicating if they are allowed or dis-allowed entrance.
- Records staff information to include date, time in and out and areas/person visited via handheld device with drop down menus.
- Module is activated via simple touch icon on handheld device
- Provides archives and printable reports for 90 days

Asset Tracking

Provide customizable databases for tracking supplies and assets via QR codes, barcodes RFID tags etc.

- Include inventory management tools and asset tracking tools
- Ability to automatically error check inventories and databases
- Historically archiving of data and assets
- Customizable reports
- Reporting asset and inventory via print of hard copy of report
- System notification via of overdue assets
- Asset checkout/inventory via scanning device
- Globally show the inventory of all facilities to administrators
- Module is activated via simple touch icon on handheld device



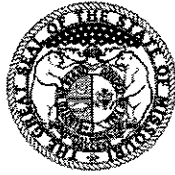
Field Services

- Secure software/app available to download State issue devices for P&P staff
- App allows for access to MODOC/ Offender information such as security risk or gang affiliation or any other special security alerts
- Allow for P&P staff to enter information into offender records (i.e. home visits)
- Tracking mileage
- Customizable reports

Implementation*

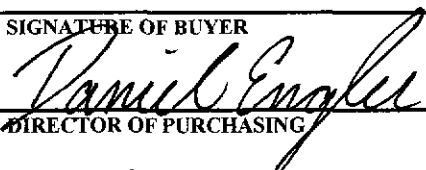
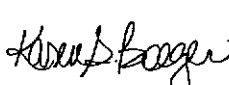
- Tablets and Kiosk implemented at all DAI facilities and P&P CSC's in 6-9 months
- Security rounds module implemented in beta form in Q3 of 2018 and fully implemented at all CSC's and DAI facilities in Q1 of 2019
- Additional phases should be completed within the first 3 years

** Timeline expectations will begin on October 29th, 2017 when JPay becomes the sole money transfer and email provider for Missouri DOC.*



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CT170710001	CONTRACT TITLE NASPO ValuePoint Inmate Kiosks – JPay, Inc.
AMENDMENT NUMBER N/A	CONTRACT PERIOD March 15, 2017 through July 31, 2022
REQUISITION/REQUEST NUMBER NA	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 0107567610 2 / MB00053711
CONTRACTOR NAME AND ADDRESS JPay Inc. 12864 Biscayne Blvd. Suite 243 Miami, FL 33181	STATE AGENCY'S NAME AND ADDRESS Various State Correctional Entities throughout Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CT170710001 between the State of Missouri and JPay Inc. is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document.	
BUYER Daniel Engler	BUYER CONTACT INFORMATION Email: daniel.engler@oa.mo.gov Phone: (573) 522- 0001 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 7/20/17
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CT170710001
REQ NO.: N/A - Statewide
TITLE: NASPO ValuePoint Inmate Kiosks – Jpay, Inc

BUYER: Daniel Engler
PHONE NO.: (573) 522-0001
E-MAIL: daniel.engler@oa.mo.gov

TO: JPay, Inc
12864 Biscayne Blvd, Suite 243
Miami, FL 33181

RETURN DOCUMENT TO THE DIVISION OF PURCHASING AND BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	shelby.williams@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	Purchasing, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	Purchasing, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS STATE CORRECTIONAL ENTITIES THROUGHOUT MISSOURI

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Nevada Contract 1901 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME JPay Inc.
MAILING ADDRESS 12864 Biscayne Blvd. Suite 243 CITY, STATE, ZIP CODE Miami, FL 33181

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. JPay Inc.
IRS FORM 1099 MAILING ADDRESS 12864 Biscayne Blvd. Suite 243 CITY, STATE, ZIP CODE Miami, FL 33181

CONTACT PERSON Greg Levine, VP of Sales		EMAIL ADDRESS glevine@jpay.com	
PHONE NUMBER 954-862-6906		FAX NUMBER 305-675-3896	
TAXPAYER ID NUMBER (TIN) 01-0756761	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 01-075676100
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE May 10, 2017	
PRINTED NAME Errol Feldman		TITLE Chief Executive Officer	

CONTRACT TITLE: NASPO ValuePoint Inmate Kiosks – JPay Inc.

CONTRACT PERIOD: March 15, 2017 through July 31, 2022

Contract CT170710001 is awarded by the State of Missouri consisting of the following documentation that is available on NASPO ValuePoint's website at <http://www.naspovaluepoint.org/#/contract-details/41/overview/general> under the description "Inmate Kiosks".

- ❖ Contract #1901, released by the State of Nevada's Division of Purchasing on August 02, 2011.
- ❖ Solicitation #RFP1901 issued by the State of Nevada's Division of Purchasing on March 24, 2011.
- ❖ Participating Addendum Master Agreement.

The contractor shall provide the *Inmate Kiosk services specified by the State of Missouri, for various state correctional agencies throughout the state at the prices specified in the attached documentation. All references to State of Nevada, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to State of Nevada such as background information, statistical/factual information, etc.*

The contractor shall submit invoices for Inmate Kiosk services provided for the State of Missouri to the address shown on the ordering agency's purchasing order.

Missouri Statewide Contract Quarterly Administrative Fee:

The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment #1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

Missouri Statewide Contract Quarterly Usage Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment #2 which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

Executive Order 04-09: Products and/or Services Provided Outside United States:

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the offeror's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If YES, mark the appropriate exemption below, and provide the requested details: <ul style="list-style-type: none"> <input type="checkbox"/> a. Unique good or service. <ul style="list-style-type: none"> • EXPLAIN: _____ <input type="checkbox"/> b. Foreign firm hired to market Missouri services/products to a foreign country. <ul style="list-style-type: none"> • Identify foreign country: _____ <input type="checkbox"/> c. Economic cost factor exists <ul style="list-style-type: none"> • EXPLAIN: _____ <input checked="" type="checkbox"/> d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. <ul style="list-style-type: none"> • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: <u><1</u> % • Specify what contract work would be performed outside the United States: <u>Manufacturing of tablets</u> 		

EXHIBIT A

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JPay Inc.
Company Name

16-663-6691
DUNS # (if known)

Errol Feldman
Authorized Representative's Printed Name

Chief Executive Officer
Authorized Representative's Title


Authorized Representative's Signature

May 10, 2017
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT B
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under C215079001 (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date


EXHIBIT B, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that JPay Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Errol Feldman
Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

JPay Inc.
Business Entity Name

May 10, 2017
Date

efeldman@jpay.com
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.


EXHIBIT B, continued

AFFIDAVIT OF WORK AUTHORIZATION:

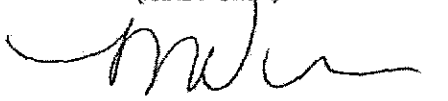
The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Errol Feldman (Name of Business Entity Authorized Representative) as Chief Executive Officer (Position/Title) first being duly sworn on my oath, affirm JPay Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that JPay Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

 _____	<u>Errol Feldman</u> Printed Name
Authorized Representative's Signature	
<u>Chief Executive Officer</u> _____	<u>May 10, 2017</u> Date
Chief Executive Officer	
<u>efeldman@jpay.com</u> _____	<u>144459</u> E-Verify Company ID Number
E-Mail Address	

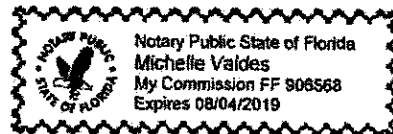
Subscribed and sworn to before me this 10 of May, 2017. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Broward, State of
(NAME OF COUNTY)
Florida, and my commission expires on 8/4/19.
(NAME OF STATE) (DATE)



Signature of Notary

5/10/17

Date



Company ID Number: 144459

Approved by:

Employer JPay Inc.	
Name (Please Type or Print) Errol L Feldman	Title
Signature Electronically Signed	Date 08/13/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/13/2008

Company ID Number: 144459

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	JPay Inc.
Company Facility Address	10981 Marks Way Miramar, FL 33025
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	010756761
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

EXHIBIT B, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor’s name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted:

 (*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

 (if known)

 Authorized Business Entity Representative’s Name (Please Print)

 Authorized Business Entity Representative’s Signature

 E-Verify MOU Company ID Number

 E-Mail Address

 Business Entity Name

 Date

FOR STATE USE ONLY

Documentation Verification Completed By:

 Buyer

 Date

**STATE OF MISSOURI
DIVISION OF PURCHASING (Purchasing)**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be

merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

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Inmate Kiosks

Nevada Master Price Agreement Number 1901

**issued on behalf of the Multi-State Corrections Procurement Alliance (MCPA)
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Between

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The Multi-State Corrections Procurement Alliance (MCPA) establishes a means by which participating state procurement and correctional authorities may join together in cooperative multi-state contracting for the support of state correctional agencies, recognizing the unique requirements of correctional facilities, institutions and services.

1. Scope: This Addendum covers the MCPA Inmate Kiosks Contract lead by the State of Nevada for use by state correctional agencies and other entities located in the Participating State authorized by the State Chief Procurement Official of the state within which it is located to use the MCPA Inmate Kiosks Contract.

2. Participation: Use of this MCPA Inmate Kiosks cooperative contract by state correctional agencies, correctional agencies of political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

a) For informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.

b) Missouri Statewide Contract Quarterly Administrative Fee:

1) The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2) The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the

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contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

3) Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

4) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

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5) Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 1) may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809
OR
Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517
- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

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The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

c) Missouri Statewide Contract Quarterly Usage Report:

- 1) The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.

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Data Element	Description
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 2) Sales Reporting: The manufacturer must provide quarterly reports to the Division of Purchasing identifying services under this contract.
- a. The report must be presented by email within 30 business days after the end of each reporting period.
 - b. Reports must include the following:
 - 1. Contract Number.

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- 3) The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 4) The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 5) The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

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4. Primary Contacts

The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State (representing both Nevada state procurement and Nevada corrections)

Name: Dawn Rosenberg, Chief of Purchasing
Nevada Department of Corrections
Address: 5500 Snyder Ave, Carson City, NV 89702
Telephone: 775-887-3219
Fax: 775-887-3343
E-mail: drosenberg@doc.nv.gov

Contractor

Name: Greg Levine, VP of Sales
Contractor: JPay Inc.
Address: 12864 Biscayne Blvd, Suite 243, Miami, FL 33181
Telephone: 954-862-6906
Fax: 305-675-3896
E-mail: glevine@jpay.com

Participating State – State Corrections Authority

Name: Beth Lambert
Address: 2729 Plaza Drive, Jefferson City, MO 65101
Telephone: (573)526-6402
E-mail: Beth.Lambert@doc.mo.gov

Participating State – State Procurement Officer

Name: Daniel Engler
Address: 301 W. High St., Jefferson City, MO 65101
Telephone: (573)522-0001
E-mail: daniel.engler@oa.mo.gov

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6. Servicing Subcontractors: None

The Master Price Agreement Number 1901 and the Participating State Contract Number (if provided above) MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State which has executed this Addendum.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the last date of execution below.

State of Missouri
Participating State Chief Procurement
Official or state procurement designee.

Contractor: JPay Inc.

By: Karen S. Boeger
Name: Karen S. Boeger
Title: Director, Division of Purchasing

By: [Signature]
Name: Errol Feldman
Title: Chief Executive Officer

Date: 7-18-2017

Date: May 12, 2017

Participating State Chief Corrections
Official or state correction designee.

By: Beth Lambert
Name: Beth Lambert
Title: Purchasing Manager, Dept of Corrections

Date: 7/19/17

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EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and JPay, Inc. is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

JPay Inc. works with MoneyGram International Inc. to collect payments at storefront locations throughout Missouri. MoneyGram currently has 563 locations in the state.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number.

The acceptance of payments at Missouri MoneyGram locations.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

N/A

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

N/A

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5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

N/A

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

N/A

