



**State of Washington
Department of Corrections**

**Contract No. K8262
Amendment No. 5**

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as "Department," and JPay, Inc., hereinafter referred to as the "Contractor," for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Contractor.

WHEREAS the purpose of this contract amendment is to add provisions regarding the public records act.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

Section 11.18 Public Records Act is hereby amended to the contract as follows:

SECTION 11.18 PUBLIC RECORDS ACT

- 1 This Agreement and all records associated with the performance of this Agreement shall be available from the Department for inspection and copying by the public when required by the Public Records Act, Chapter 42.56 RCW (the "Act").
- 2 If records in the custody of the Contractor are needed by the Department to respond to a request under the Act, as determined by the Department, the Contractor agrees to make them promptly available to the Department. Upon request by the Department, the Contractor further agrees to provide a detailed index of records associated with its performance of the contract. This index will allow for more efficient and accurate identification of potentially responsive records.
- 3 If the Contractor considers any portion of any record associated with the Contractor's performance under this Agreement to be protected from disclosure under law, the Contractor shall clearly identify the specific information that it claims to be confidential or proprietary when the records are provided to the Department in response to a public records request. The Department retains sole discretion in the appropriateness and application of withholdings and redactions on all records.
- 4 If the Department receives a request under the Act to inspect or copy information identified by the Contractor as confidential or proprietary and the Department determines that release of the information is required by the Act or otherwise is appropriate, the Department's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the Department will release the requested information on the date specified with whatever withholdings and redactions it deems proper.
- 5 The Department is not obligated to claim any exemption from disclosure under the Act on behalf of the Contractor. The Department shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The Department shall not be liable to the Contractor for releasing any records in compliance with this section, in compliance with the Act, or in compliance with an order of a court of competent jurisdiction.

All other terms and conditions remain in full force and effect. The commencement date of this amendment is July 13, 2017.

THIS CONTRACT AMENDMENT, consisting of two (2) pages, is executed by the persons signing below who warrant that they have the authority to execute the contract.

CONTRACTOR

DEPARTMENT OF CORRECTIONS

(Signature)

(Signature)

(Printed Name)

John R. Nispel

(Printed Name)

(Title)

Contracts Administrator

(Title)

(Date)

(Date)

Approved as to Form:

This amendment format was approved by the office of the Attorney General.

Approval on file.