



Travis County Commissioners Court Agenda Request

Meeting Date: December 16, 2014

Prepared By/Phone Number: Lori Clyde/44205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award to Easy Access, Inc., for Internet Processing Professional Services Agreement.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

The EZ-NETPAY application provided by Easy Access, Inc. is a fully integrated payment processing service which would enable TNR and the Fire Marshal offices to expand their ability to accept credit and debit cards via a real-time web-based interface. This product will interface with the MyPermitNow application thereby reducing staff hours and increasing efficiency as credit card payments will automatically receipt and post and will reduce the risk of data entry errors. The cost per transaction processing fee is 3% or \$3.00 whichever is greater and will be passed on to the customer. ITS, TNR and the Fire Marshal recommend awarding this contract for credit card processing for MyPermitNow's building and inspection permits.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this requirement.
- **Contract-Related Information:**
 - Award Amount: \$0.00
 - Contract Type: Credit Card Processing
 - Contract Period: December 16, 2014-December 15, 2015; contract will auto-renew.
- **Funding Information:**
 - SAP Shopping Cart #: N/A
 - Funding Account(s):

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

Tanya Acevedo, Chief Information Officer

700 Lavaca, Suite 501A, Austin, TX 78701 (512) 854-9666 Fax (512) 854-4401

DATE: December 3, 2014

TO: Cyd V. Grimes, C.P.M-Travis County Purchasing Agent

FROM: Tanya Acevedo, Chief Information Officer *TJA*

SUBJ: Recommendation to contract with Easy Access, Inc. for credit cards processing for MyPermitNow's Building and Inspection permits at TNR and Fire Marshal offices.

Proposed Motion:

Approve contract with Easy Access, Inc. services.

South Central Planning & Development Commissions to use

Summary and Staff Analysis:

E-NETPAY credit card processing services, offered by Easy Access, Inc., is a fully integrated payment processing service which would enable the TNR and Fire Marshal offices to expand its ability to accept credit and debit cards online via a real-time web-based interface. The product includes several time, cost saving and compliance benefits as well as improved customer service.

Customer Service

Expanded Choices for payment processing include:

- Online - through Easy Access, Inc.'s public access portal

The cost per transaction which is passed on to our customers will be reduced. The processing fee is 3% or \$3.00, whichever is greater.

Time and Efficiency

Easy Access, Inc.'s fully integrated architecture will reduce staff hours and increase efficiency because credit card payments will automatically receipt and post to MyPermitNow. The process will significantly reduce clerk processing time and reduce the risk of data entry errors.

Convenience fees are automatically calculated by the system as payments are processed and according to Easy Access, Inc., the product includes a 72 hour settlement of funds after reconciliation.

PCI-Compliance and Security Best Practices

Both online and card-present transactions are fully PA-DSS compliant and require no PCI validation from customers. Easy Access, Inc.'s payment solution is fully web based so Travis County servers and networks will never process, transmit or store any unencrypted card data which removes our local systems from the scope of any PCI audit.

Budgetary and Fiscal Impact:

The fiscal impact of this purchase zero dollars. Funding will not be required.

Issues and Opportunities:

Because both TNR and the Fire Marshal Office do not have any credit card functions, staff have to ask customers to drive to the office and make a cash payment. It makes sense to implement Easy Access, Inc.'s services to take advantage of the fully integrated payment processing which would enable both TNR and Fire Marshal offices to expand its ability to accept credit and debit cards online via a real-time web-based interface. The product includes several time, cost saving and compliance benefits as well as improved customer service.

Background:

Both offices do not have any way to collect credit card payments from their customers.

Required Authorizations:

Legal: Daniel Bradford, County Attorney

Purchasing: Bonnie Floyd, Lori Clyde, Purchasing Department

Budget: Katie Gibson, PBO

cc:

Cynthia McDonald, TNR Financial Manager

Randy Lott, ITS Administrative Services Div. Dir.

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

This Internet Processing Professional Services Agreement ("Agreement") is entered into by and between Travis County, a political subdivision of the State of Texas ("County") and Easy Access Inc. whose principal office is located at 4200-A N. Bicentennial Dr., McAllen, Texas 78504 ("EAI" or "Contractor").

This Agreement is authorized under Texas Local Government Code Chapter 132.

Recitals

The County needs specific professional Internet services for the Travis County Transportation and Natural Resources Division ("TNR") and Travis County Fire Marshall's Office ("Fire Marshall"). EAI has agreed to provide said services under this Agreement through its EZ-NETPAY System.

The parties agree as follows:

1. Agreement.

1.1 Documents. The Agreement consists of:

- 1.1.1. This document; and
- 1.1.2. Statement of Work ("Exhibit A")
- 1.1.3. Description of Services ("Exhibit B")
- 1.1.4. Information Security Program ("Exhibit C")
- 1.1.5. Ethics Affidavit and List of Key Contracting Persons ("Exhibit D")

1.2 Entire Agreement. This document and its Exhibits constitute the entire Agreement between the parties regarding credit card payment processing services and related services for the TNR and Fire Marshall and supersedes any prior agreement, either written or oral, between the parties regarding the same subject matter.

1.3 Inconsistencies. If there are any inconsistencies between section 1-14 of this Agreement and its exhibits, the terms of the exhibits will supersede the terms of sections 1-14 of this Agreement.

2. Services.

2.1 Scope.

2.1.1 Exhibits. EAI agrees to supply professional Internet processing services as defined in this Agreement and more specifically in Exhibit A.

2.1.2 Gateway. The services will provide for connectivity to Contractor's EZ-NETPAY electronic payment gateway. The EZ-NETPAY gateway will allow for the use of

certain credit card types listed below, in order to process transactions that provide for the exchange of services or products for U.S. currency, in connection with the payment of all fines, fees, costs, and other charges collected by TNR and Fire Marshall. To enable Contractor to provide the credit card payment processing services contemplated in this Agreement, County will create a link to the “Public” Accessed Website between TNR and Fire Marshall's Website(s) and the Contractor's website, as applicable.

2.1.3 Installation. Except for the link created by County, Contractor will, at its own expense, set up, install, and implement all hardware and software necessary to implement the credit card payment processing services that Contractor provides under this Agreement. Contractor owns any hardware or software related to such services.

2.2 Credit Card Payment Processing Services.

2.2.1 The credit card payment processing services provided hereunder include financial transaction card authorization services, subsequent direct settlement services, transfer services, and reporting services, provided through Contractor's EZ-NETPAY System.

2.2.2 Credit Card Acceptance.

2.2.2.1 Credit Cards. Contractor will provide a payment method for credit cards using its EZ-NETPAY gateway. The EZ-NETPAY System will accept Visa, MasterCard, Discover, and their associated debit cards containing the Visa, MasterCard, or Discover logo authorized by banks to “charge.” The Web-based transaction processing services must cover all currently accepted methods of payment, including card present, card not present, and website transaction processing. The EZ-NETPAY System will allow payment by credit card at TNR and Fire Marshall, and through other public access means via the Internet. Multiple payments may be made whereby a cardholder can process many single transactions by re-entering the system.

2.2.2.2 Authorization. Contractor will process credit card payments for TNR and Fire Marshall at Contractor's established Website, which will be accessed over the Internet. TNR and Fire Marshall will provide information related to the options and types of payments accepted and Contractor will provide labeled forms for transactional data. Contractor will control the authorization/approval process for each credit card transaction. Contractor will verify whether credit card information is accurate or valid and whether there are sufficient funds in the account for payment. Contractor has the right to reject or decline any credit card transaction where authorization is rejected or declined by the appropriate credit card company, or where Contractor believes or suspects fraud or other suspicious or irregular circumstances.

2.2.2.3 Payment Amount. The amount charged by Contractor for each credit card transaction will equal the amount due for all fines, fees, costs, and other charges that TNR or Fire Marshall collects. Contractor agrees that Contractor will not add any additional markup to such amount, except for the authorized convenience fee and except as otherwise provided in this Agreement. Contractor agrees that Contractor

will not require any card members to make a minimum dollar payment in order to use the card, and Contractor will not limit the maximum amount that a card member may spend when using the card.

2.2.2.4 Equal Treatment. Contractor agrees that Contractor will not institute or adopt any practice that discriminates or provides unequal treatment.

2.2.3 Settlement.

2.2.3.1 Direct Settlement. Contractor's system will enable the TNR and the Fire Marshall to create transactions, void transactions, and modify ID, Task Type or Year on Transaction date only as required, via the Internet. Contractor will acquire authorization, capture all transaction information, and format and submit such information for direct settlement. Contractor's system will void duplicate transactions and eliminate them when identified. Contractor must implement procedures to correct any duplicate transactions or transmissions.

2.2.3.2 Electronic Posting. Contractor's website must post credit card payments processed under this Agreement, immediately upon the receipt of funds from the appropriate credit card companies. The website will assign a reference number for all payments made through the EZ-NETPAY website and will be posted electronically to the EZ-NETPAY system in real time. Upon settlement of each electronic funding via ACH, payments to the EZ-NETPAY Online Settlement Site will immediately reflect settlements of payments made to the designated accounts-by-task types.

2.2.3.3 Accounting. Contractor must provide a detailed accounting of all electronic fund transfers of credit card payments under this Agreement to TNR and the Fire Marshall. Transmissions of detailed accounting information must be made to TNR and the Fire Marshall at the same time as the money is transferred to such office, so that at all times, the cash received will agree with the detailed accounting records, and minimal reconciliation will be required. Settlement data will be transmitted through the online settlement site via the Internet.

2.2.4 Transfer of Funds.

2.2.4.1 Transfers. On a daily basis during normal banking days, Contractor will electronically transfer the full amount of all authenticated and authorized credit card payments received for all fines, fees, costs, and other charges that TNR and the Fire Marshall collect, less Contractor's convenience fee as prescribed under this Agreement. Contractor assumes full responsibility and liability for the transfer to TNR and the Fire Marshall of all received credit card payments for said fines, fees, costs, and other charges. Contractor is responsible for the loss of any payments before they are transferred to TNR or the Fire Marshall, provided Contractor receives the money in question. .

2.2.4.2 Accounts. Contractor will transfer payments processed by EZ-NETPAY for TNR and the Fire Marshall to Travis County's depository bank account designated for these County departments and other depository bank accounts designated by task type.

2.2.4.3 Errors. Contractor is responsible for any errors attributed to it in the acceptance of credit card payments, provided Contractor receives the payment(s) in question.

2.2.5 Reports.

2.2.5.1 Transaction Reports. On a daily basis, Contractor will provide the TNR and the Fire Marshall real-time, on-line, completed, transaction reports of credit card payments processed for each office by Contractor under this Agreement. If there are no credit card transactions for the day in question, the transaction report will include a statement to that effect. Contractor will maintain a complete record of each transaction, as determined by TNR and the Fire Marshall, to enable County staff to track, reconcile, and audit the transactions.

2.2.5.2 Required Information. At a minimum, transaction reports must contain a list of all electronic transactions for the previous day and must include:

2.2.5.2.1 the dollar amount of the credit card transaction, with each associated fee separately listed and labeled accordingly;

2.2.5.2.2 the transaction date;

2.2.5.2.3 the subtotal by type for each day, including the total amount of fines, fees, costs, and other charges collected by TNR or the Fire Marshall, as well as Contractor's fees, and other information required by TNR or the Fire Marshall.

2.2.5.3 Daily Transactions. Each transaction report will contain all of the day's credit card transactions up to midnight. All transactions after midnight will appear in the next day's transaction report. The transaction reports may be viewed on-line in the system or printed, at any time. Reports may be generated based on daily transactions by unique tasks, all transactions by a specific date, all transactions by week, month, or real time on a daily interim basis, all transactions by location, all transactions by unique employee name, or all transactions, or by any combination of the above. The system's reporting capabilities are more fully described in Exhibit B. Upon request by TNR or the Fire Marshall, Contractor will provide the requesting department transaction reports by email, fax, or mail.

2.2.5.4 Transfer of Reports. Contractor's reports will be available on line, via the Internet for viewing or printing as transactions occur. A file containing transaction information will be made available to TNR and the Fire Marshall via the Contractor's

FTP server and will contain the information required by the relevant County department, other than specific cardholder information such as the credit card number or the expiration date of the credit card as determined by Contractor.

2.2.5.5 Protection. Contractor's reporting system must be secure and protected from unauthorized access.

2.2.6 Credit Card Disputes.

2.2.6.1 Disputes. From time-to-time, County or the bank may receive a request from a card member for information regarding a credit card transaction conducted by Contractor under this Agreement, or a card member may dispute a credit card transaction. If County notifies Contractor of such an inquiry or dispute, Contractor will provide County with the information the County requests, within fifteen (15) business days of County's request.

2.2.6.2 Resolution. Contractor will act in good faith to attempt to resolve disputes with card members. If County or the bank is involved in a lawsuit with a card member relating to a credit card transaction covered under this Agreement, Contractor will cooperate with County or the bank and provide County with all assistance County may reasonably require.

2.2.7 Chargebacks.

2.2.7.1 Retention of Funds. County and Contractor will cooperate in good faith to resolve any chargeback(s) and, in the event of a chargeback, if County has already received the money from Contractor, County will debit the amount of the chargeback from the daily deposit and reclassify the account in the "payment pending" or "payment due" category; provided, however, neither the County, TNR, nor the Fire Marshall will be responsible for any fees associated with either the original transaction or the chargeback.

2.2.7.2 Chargeback Presentments. All chargeback presentments to Contractor will be processed by Contractor. Contractor will process debits of chargebacks received from Visa, MasterCard, or Discover card, as applicable, within twenty-four (24) hours of receipt. If a card member performs a transaction using the services that results in a chargeback to EAI, EAI will reverse the credit made to TNR or the Fire Marshall's specified bank account and provide the relevant County department with the appropriate report to identify the chargeback. Contractor will make available to TNR and the Fire Marshall details regarding chargebacks affecting that office within twenty-four (24) hours of receipt via an electronic notification.

2.2.8 Website Availability. Contractor's website allows for credit card payments to be processed twenty-four (24) hours a day, seven (7) days a week, with little down time of not more than an average of thirty (30) minutes in a twenty-four (24) hour period, (12 a.m. through 11:59 p.m.), provided the websites for TNR and the Fire Marshall, including the

necessary links, are operational. It is further understood that routine maintenance may impact the availability of the TNR or Fire Marshall websites; however, Contractor and the relevant County department will do everything possible to minimize the downtime to constituents.

2.3 Staff. Contractor will maintain qualified staff necessary for the performance of its obligations under this Agreement or in connection with this Agreement.

3. EZ-NETPAY System.

3.1 Description.

3.1.1 In General. The EZ-NETPAY System is a software services solution that provides a secure mechanism through which both TNR and the Fire Marshall can use credit card transaction processing through a secure credit card processing server, using the browser technology over the Internet, without cost to the County, except for the link. Because EZ-NETPAY is designed to be a browser based solution, either TNR or the Fire Marshall may access EZ-NETPAY with the office's existing inventory of personal computers, supporting software, and connectivity to the Internet. Connectivity to the Internet may be obtained by simple analog connectivity, or a broad band distributive network. EZ-NETPAY is designed to operate in multiple locations, while it is managed from a central point. The system maintains a comprehensive, internal log of all transactions. The System also provides triple redundant backup services in the form of data provided live in real time, EAI data backups, and data available to TNR or Fire Marshall via file. EZ-NETPAY is more fully described in Exhibit B.

3.1.2 Stand Alone System. The EZ-NETPAY System allows the acceptance of credit cards via the Internet, either in the office or via the web for resident-based transactions. The system allows for receipting of all payments accepted by credit card.

3.2 Updates. To prevent functional obsolescence, Contractor, at its own expense, will continually review, update, and if necessary, upgrade the EZ-NETPAY System, to adapt to changing technical, statutory, and other requirements affecting the system's operation.

3.3 Changes.

3.3.1 Continued Access. When Contractor updates, upgrades, or otherwise changes the EZ-NETPAY System or any component or part of it, Contractor will inform TNR and the Fire Marshall of such change as soon as practicable, prior to its implementation and will ensure TNR and the Fire Marshall continued access to Contractor's website in connection with Contractor's credit card processing services provided under this Agreement. County will not be liable for any loss or damage suffered by any party or for any incompatibility between Contractor's system and the TNR or Fire Marshall system due to such changes made by Contractor.

3.3.2 No Adverse Effect. Contractor will make no changes that adversely affect its ability to provide services or perform its other obligations under this Agreement or in connection with this Agreement.

3.4 Training. Contractor will train the personnel of TNR and the Fire Marshall in the operation of the EZ-NETPAY System. Training will occur at Travis County facilities. It is contemplated that group training for both TNR and Fire Marshall personnel on the operation of the EZ-NETPAY System will require one business day for each County department, consisting of multiple training sessions, as mutually agreed upon by County and Contractor, during deployment of the System. In addition, the following materials and services will be provided at no charge to County. Manuals will be provided for cashiers containing step-by-step procedures for processing transactions and generating reports. Ongoing training in the form of online Internet Web demonstrations also may be scheduled for cashiers, supervisors, or administrators. For new personnel, training can be accomplished by telephone, upon written request. Finally, a temporary EZ-NETPAY training System is available for point training, during implementation of EZ-NETPAY for TNR and Fire Marshall personnel.

3.5 Support and Maintenance.

3.5.1 Services. For the term of this Agreement, Contractor, at its own expense, is entirely responsible for the support and maintenance of EZ-NETPAY. Support and maintenance services provided under this Agreement include all application software support, both help desk support and functional upgrades. Contractor's response time will be within one (1) hour during normal business hours (8 a.m. to 5 p.m. Central Time). After normal business hours, (5 p.m. to 8 a.m. Central Time) and on weekends and County holidays, Contractor will perform support and maintenance services in the shortest time frame reasonably possible, to ensure the operation of the System with little downtime of not more than an average of thirty (30) minutes in a twenty-four (24) hour period, as prescribed in this Agreement's Subsection 2.2.8. In providing support and maintenance for EZ-NETPAY under this Agreement, Contractor will work continually to resolve any problem affecting the availability or operation of the System, in the shortest timeframe reasonably possible, until such problem is resolved.

3.5.2 Applicability. The maintenance obligations set forth in this Agreement will apply to any updates, upgrades, modifications, or other changes to the EZ-NETPAY System.

4. Payment.

4.1 No Charge to County. Except for additional services, which are covered by this Agreement's Subsection 4.4, County is entitled to all the services provided by Contractor through the EZ-NETPAY System, without any costs, licensing fees, development fees, or annual maintenance fees, other than any cost associated with creation of the link. For performing this Agreement, Contractor will be compensated by the collection of a convenience fee from each person making credit card payments for fines, fees, costs, and other charges that TNR and the Fire Marshall collect.

4.2 Convenience Fee. The convenience fee will not exceed three percent (3%) of the amount of the credit card transaction, including processing fees charged by the credit card company, or three Dollars (\$3.00) for each transaction, whichever is greater. Contractor agrees that Contractor will not add any additional markup to change the amount of the fee authorized under this agreement, which may be changed only by amendment hereto. This processing fee is compensation to

Contractor under Section 132.007, Texas Local Government Code, for services provided under this Agreement and will be handled in accordance with applicable Texas law.

4.3 Other Credit Card Fees. Contractor is responsible for the payment of all processing fees to credit card companies and banks, respectively.

4.4 Additional Services.

4.4.1 For the performance of additional services as defined in this Agreement, Contractor will be entitled to compensation at the rate of One Hundred Fifty Dollars (\$150) per hour, provided Contractor complies with the requirements of this Subsection 4.4 and provided Contractor complies with the invoicing and payment provisions set forth in this Agreement. For purposes of this Agreement, "additional services" are those services that are not credit card payment processing services or other Contractor obligations, and which are clearly outside the scope of such services or obligations, although said additional services relate to Contractor's credit card payment processing services and other obligations hereunder and clearly benefit the County, including but not limited to setup and installation of additional software for use by the County in connection with this Agreement.

4.4.2 Additional services may be requested only by persons authorized to approve work that would result in Contractor fees based on the hourly rate specified herein, specifically, the Chief Technology Officer, Travis County Information and Telecommunications Services, and the County Purchasing Office. Before additional services are performed, Contractor will notify County in advance of the total costs of such services; and, both the additional services and the additional costs must be approved in writing by the Purchasing Agent.

4.4.3 County may incur additional charges from Contractor for additional services, only if additional services are requested and approved by both parties, in accordance with this Subsection 4.4, prior to the performance of any such services.

4.5 Informing Card Member. On a transaction basis, Contractor will inform each card member of the authorized convenience fee collected by Contractor, prior to the card member's payment by credit card.

4.6 Expenses. Contractor will use the authorized convenience fee to cover expenses incurred in processing credit card payments, including paying for any credit card company or bank charges, the Contractor's costs, and the Contractor's processing/convenience fees charged to the card members. Contractor will bear all expenses incurred by it in connection with the performance of its obligations under this Agreement or in connection with this Agreement. Contractor may from time to time request that County increase the authorized processing fee, to cover increases in Contractor's expenses of credit card processing. The Commissioners Court will consider the request and determine if it is justified, and, if the Commissioners Court determines that such a fee increase is justified, the Contract will be amended accordingly.

5.0 Security.

Contractor will provide information security technology that meets or exceeds industry standards at all times while operating under this Agreement. In conjunction with such security, Contractor will use secure-socket layer technology using at a minimum 128 bit encryption provided by a trusted authority.

6.0 Confidentiality.

6.1 Ownership. Contractor acknowledges and agrees that as between the parties to this Agreement, the County is the owner of any information provided by County to Contractor in connection with the performance of credit card payment processing services under this Agreement; provided, however, County is not the owner of credit card information that is maintained, developed, produced, or reproduced by operation of Contractor's services under this Agreement. Contractor will not use County's information for any purposes other than the purposes authorized under this Agreement. Contractor is the owner of any credit card information maintained by Contractor, whether in his possession or under his control, and, Contractor will be responsible and liable for the safekeeping and security of said information as provided in this Section 6. Contractor is also the owner of all work product created by Contractor in the course of providing services under this Agreement; provided, however, the County will retain and may use, in its discretion, all reports and other information provided to County by Contractor under this Agreement, as long as County complies with provisions of this Agreement on confidential and proprietary information. All work product of the Contractor will contain a copyright notice. Such work product will be subject to all federal and state copyright laws.

6.2 Confidentiality of Records.

6.2.1 Confidentiality. Contractor agrees to provide for the confidentiality, security, and integrity of all information collected, created or maintained by Contractor under this Agreement, including credit card information and other sensitive information pertaining to or identifying any individual. Contractor will implement an information security program to protect and secure the confidentiality of records and other information under applicable federal laws, rules, and regulations, and all applicable state and local laws, rules and regulations. To protect the security, confidentiality, and integrity of customer information, Contractor will implement and maintain an information security program, in accordance with the requirements set forth in Exhibit C.

6.2.2 County Information. Contractor agrees, to the extent permitted by law, to treat as confidential any and all information furnished to Contractor under this Agreement that County, TNR or the Fire Marshall notifies Contractor, in writing, is confidential information. To the extent permitted by law, during the term of this Agreement and after its termination or expiration, Contractor will not, without first obtaining the prior written consent of County the relevant County department, as applicable, disclose such information to any person or entity other than to Contractor's officers, employees, subcontractors, counsel, and accountants. County will withhold credit card information and other sensitive information, as authorized by the Texas Public Information Act, in accordance with any Texas Court order or Attorney

General decision, opinion, or letter ruling. Information that is publicly available will not be confidential information.

6.2.3 Confidential or Proprietary Information. Subject to the Texas Public Information Act ("TPIA"), neither County, TNR, nor the Fire Marshall will disclose confidential or proprietary information provided by Contractor in connection with this Agreement. Subject to the TPIA, confidential or proprietary information includes information that is in electronic form or has been reduced to writing, and information in human readable or machine readable form, including without limitation, any information concerning data processing concepts, techniques, procedures, operations, data, designs, drawings, diagrams, specifications, documentation, research, know-how, compilations of information, records, costs, purchasing data, financial data, payment volumes, chargeback rates, accounting, pricing, business plans or procedures, employee information, and other information not generally known by persons other than Contractor, its officers, employees, agents, or subcontractors. Proprietary and other confidential information also includes all information described in this Subsection that Contractor obtains from another party and treats as proprietary or designates as confidential information, whether or not owned or developed by Contractor, subject to the TPIA. Confidential and proprietary information will cease to be confidential or proprietary, once it has been disclosed voluntarily or disclosed as required under the TPIA, or has been independently developed and disclosed by others without any violation of this obligation, or has otherwise entered the public domain through lawful means.

6.3 Sensitive Information.

6.3.1 Restrictions. Contractor will not, unless required by law or authorized hereunder, disclose to any person other than TNR or the Fire Marshall, or use directly or indirectly for its own benefit or any other person's benefit, any information relating to any card member, the card member's credit card account, or any other personal information about the card member, obtained as a result of performing services or other obligations under this Agreement. Such sensitive information may be used only to perform the services and other obligations authorized under this Agreement. Contractor will instruct its officers, employees, agents, and subcontractors not to use, disclose, transfer, copy or reveal sensitive information obtained in the performance of services and other obligations under this Agreement. In addition, Contractor will not sell, lease or assign such sensitive information.

6.3.2 Temporary Retention. Sensitive information includes the names of credit card members, credit card numbers, expiration dates, account numbers, names of payers, and names of banks. Contractor may from time to time retain such information as required or needed to process each electronic transaction. Contractor will pass such information on to the proper credit card company or bank as applicable and will not retain such information thereafter, with the exception of names of payers, names of credit card members, telephone numbers, e-mail addresses, and departmental account numbers.

7. Auditing Requirements.

7.1 Inspection. At any time during the term of this Agreement, for a period covering the current County fiscal year, and periods covering subsequent County fiscal years, the County or a duly authorized County representative, including the County Auditor's Office, at County's expense and at reasonable times, may audit Contractor's records relevant to Contractor's services under this Agreement, which may include any additional services. In the event such an audit by the County reveals any errors by the County or Contractor, County and Contractor will work to resolve such errors and, Contractor will refund to County the full amount of any underpayments to County under this Agreement, received by Contractor in error, within thirty (30) days of the audit findings, and County will refund to Contractor the full amount of any overpayments to County under this Agreement, received by County in error, within thirty (30) days of the audit findings. For purposes of this paragraph, County will determine its expenses in the conduct of the audit. Contractor will not charge County for providing copies of any chargeback transaction records, or for providing copies of up to Two Hundred (200) other transaction records in a given fiscal year. The County's fiscal year runs from October 1 of any given year through September 30 of the following year.

7.2 Maintenance of Records. All required records will be maintained until an audit is completed and all questions arising from it are resolved, or for three (3) years, whichever occurs later. However, the records will be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

7.3 Retention of Records. Except as otherwise provided in Subsection 6.3, Contractor will keep documentation of each credit card payment transaction and related document(s) for no less than six (6) months from the transaction date and a legible copy for no less than three (3) years from the transaction date. Contractor will provide County with a printable electronic view of any receipt generated as a result of the credit card payment processing services provided under this Agreement, within fifteen (15) business days of County's request, at no charge to the County.

7.4 Auditing and Tracking. For tracking and reporting purposes, the EZ-NETPAY System incorporates the use of comprehensive audit reports and ad hoc reports. The EZ-NETPAY tracking and reporting functions are more fully described in Exhibit B.

8. Liability.

8.1 Contractor Liability. *Contractor will accept full responsibility and liability and, neither County, TNR, nor the Fire Marshall will be liable in any way for any claims, liabilities, expenses, costs, loss, or damage of whatsoever nature brought against, or suffered, or incurred or caused by any party whatsoever, due to, arising out of, or in connection with Contractor's services provided under this Agreement, which may include additional services; for any breach or compromise of the security or integrity of the EZ-NETPAY System, or the malfunction of any encryption or identification software, or any electronic code, or any equipment used by Contractor in providing services under this Agreement, which may include additional services. This*

Section 8 will not be construed as a waiver of County's sovereign immunity; and, County hereby retains all of its affirmative defenses.

9. Indemnification and Claims Notification.

9.1 Indemnification. *Contractor agrees to and will indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, losses, damages, negligence, causes of action, suits and liability of every kind, whether meritorious or not, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to or death of any person arising out of Contractor's negligence or Contractor's intentional acts or omissions or for damage to any property arising out of or in connection with Contractor's performance of services and other obligations under this Agreement, which may include additional services, whether such injuries, death, or damage is caused by Contractor's sole negligence, or the joint negligence of Contractor, and County or any third party. It is the express intention of the parties to this Agreement, both Contractor and County, that the indemnity provided for in this Agreement is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's negligence or Contractor's intentional acts or omissions.*

9.2 Claims. If any claim, or other action relating to this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor will give written notice to County of:

9.2.1 the claim, or other action, within five (5) days after being notified of it or the threat of it;

9.2.2 the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding;

9.2.3 the basis of the claim, action or proceeding;

9.2.4 the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

9.2.5 the name or names of any person against whom this claim is being made or threatened.

This written notice will be given in the manner provided for in the Notice provisions of this Agreement. Except as otherwise directed, Contractor will furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

9.3 Survival. The indemnity provisions set forth in this Section 9.0 will survive the termination or expiration of this Agreement.

10. Patents, Copyrights, Trade Secrets and Trademarks.

10.1 Indemnification. Contractor warrants that all applicable copyrights and licenses that may exist on materials used in this Agreement have been adhered to and further warrants that County will not be liable for any infringement of those rights. Contractor will, at its own expense, indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any claims, losses, damages, causes of action and liability of every kind and including all expenses of litigation, court costs, and reasonable attorney's fees, arising from any claim, whether meritorious or not, that the credit card payment processing services provided hereunder and related services, which may include additional services, infringe any patent, copyright, trade secret, trademark, or other intellectual property rights in the United States, and will pay all costs, damages and reasonable attorney's fees that a court finally awards as a result of any such claims against County based upon Contractor's infringement relating to the credit card payment processing services and related services provided hereunder which may include additional services. The Contractor agrees to reimburse the County for those associated costs, damages and attorney's fees awarded in the judgement; provided, however, this Section 10.0 will not be construed to waive County's sovereign immunity; and County hereby retains all of its affirmative defenses.

10.2 Requirements. To qualify for the indemnity protection and related obligations under this Agreement's Subsection 10.1, County will:

10.2.1 Give the Contractor prompt, written notice of any claims;

10.2.2 Allow the Contractor to control the defense or settlement of the claim; and

10.2.3 Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim; provided, however, County will not waive its sovereign immunity; and County hereby retains all of its affirmative defenses.

10.3 Response to Claim. If Contractor's performance of credit card payment processing services and related services under this Agreement, which may include additional services, becomes, or in Contractor's opinion is likely to become the subject of a claim of infringement, Contractor will, at its own option and expense:

10.3.1 enable the continuation of the credit card payment processing services and related services provided under this Agreement, which may include additional services; or

10.3.2 replace or modify the EZ-NETPAY System so that it becomes non-infringing.

10.4 Sole Remedy. This Section 10.0 states the entire remedy for County in the event of patent, copyright, trade secret, trademark, or other infringement claim brought against County in

connection with the credit card payment processing services and related services provided under this Agreement, which may include additional services.

11. Insurance and Liability. During the term of this Agreement, Contractor will maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor will:

11.1 Name County as additional insured, as its interests may appear.

11.2 Provide County a waiver of subrogation.

11.3 Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.

11.4 Provide the County Purchasing Agent at the address provided herein a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Contractor will ensure that the Certificate contains the contract number as indicated on the contract award form when issued by Travis County.**

11.5 Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form Not Required

Worker's Compensation: Statutory

This requirement has been determined to involve minimum hazards and low dollar values. Insurance underwriters must be acceptable to County.

12. General Provisions.

12.1 Term. This Agreement will take effect on the date of its approval by the Travis County Commissioners Court and will continue for a period of one year. Thereafter, this Agreement will automatically renew for one year and for additional, individual one-year periods, unless either party provides at least sixty (60) days notice to the other party of its intent to terminate this Agreement.

12.2 Performance Standards. Contractor will perform all of its services and other obligations provided under this Agreement in a good, workmanlike, and professional manner for a similar business in Travis County, Texas, and in accordance with the terms, conditions and provisions of this Agreement.

12.3 Independent Contractor. The parties expressly acknowledge and agree that Contractor is an independent entity and assumes all other rights, obligations, and liabilities applicable to it as an independent entity. No employee of Contractor will be considered an employee of County or gain any rights against the County pursuant to County's personnel policies.

12.4 Subcontractors.

12.4.1 Performance. Contractor is wholly responsible to County for the performance of any subcontractor(s). Contractor will ensure that its subcontractor(s) comply with all applicable terms of this Agreement as if performance rendered by any subcontractor was being rendered by Contractor. Contractor will inspect all of any subcontractor's work and will be responsible for ensuring that it is completed in a good and workmanlike manner.

12.4.2 Terms, Conditions and Provisions. The Contractor and subcontractors providing goods and services under this Agreement will provide such goods and services in accordance with the terms, conditions, and provisions of this Agreement and will include the terms, conditions and provisions of this Agreement, in their respective Agreements, insofar as applicable.

12.4.3 Approval. Except for the subcontractors described or designated in this Agreement, if any, Contractor will not enter into any subcontracts for any goods or services furnished by Contractor under this Agreement without the prior written approval or prior written waiver of this right of approval from the Commissioners Court. No official, employee, agent or representative of the County may approve subcontracts or waive approval of subcontracts without the prior specific authority of the Commissioners Court.

12.4.4 Point of Contact. County will consider Contractor to be the sole point of contact regarding contractual matters, including performance of services, furnishing goods, and payment of any and all charges resulting from the Agreement obligations.

12.5 Agreement Limitation. This Agreement sets out agreements and obligations between County and Contractor only, and does not obligate County in any way to any of Contractor's subcontractor(s) nor to any other third party, except for County's obligation to protect proprietary and confidential information of third parties as set forth in this Agreement. This Agreement creates no third party beneficiary rights as between County and any of Contractor's subcontractor(s), except for County's obligation to protect proprietary and confidential information of third parties as set forth in this Agreement.

12.6 Qualifications. Contractor represents to County that Contractor's officers, agents, employees and representatives, who will be performing services under this Agreement, are

experienced personnel who are qualified to perform those services. Contractor expressly acknowledges that County has relied on Contractor's representations about Contractor's officers, agents, employees or representatives who will be performing services and duties under this Agreement, including but not limited to their experience and qualifications, and that, if any other person is to replace said officer, employee, agent or representative, such person must have equivalent qualifications and experience. Contractor agrees to provide County with such information regarding the qualifications of its staff, including professionals and others, as is required by the County to verify that present and subsequent services are being rendered by competent and trained personnel.

12.7 Guarantees.

12.7.1 EZ-NETPAY. Contractor guarantees that the EZ-NETPAY System is designed to be used on or after October 1, 2014 and that EZ-NETPAY will conform to and perform in accordance with the functional specifications and descriptions set forth in this Agreement and the Exhibits attached to it and in accordance with any applicable functional specifications, drawings, or other descriptions provided by the manufacturer(s).

12.7.2 Additional Guarantees. Contractor also guarantees that Contractor is a duly qualified, capable business entity and otherwise bondable business, that Contractor is not in receivership and does not contemplate it, and has not filed for bankruptcy protection and does not contemplate it.

12.7.3 Delinquency. Contractor guarantees that Contractor is not currently delinquent to County for payment of property taxes within County. Despite anything else in this Agreement, if Contractor is delinquent in the payment of property taxes in Travis County at any time during the term of this Agreement, Contractor hereby assigns any compensation to be given for services provided under this Agreement to the Travis County Tax Assessor-Collector for payment of taxes then overdue.

12.7.4 Infringement. Contractor guarantees that, to Contractor's knowledge, all applicable patents, copyrights, trade secrets, and trademarks, which may exist with respect to the EZ-NETPAY System, have been adhered to by Contractor and that County will not be liable for any infringement of those rights.

12.8 Compliance.

12.8.1 Compliance with Laws. Contractor will perform all portions of this Agreement in accordance with the Constitutions of the United States and Texas, and with all applicable federal, state, and local laws, regulations, rules, policies, orders and certifications covering any activities undertaken during the performance of this Agreement including: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Americans With Disabilities Act. Contractor will not discriminate against any employee or applicant for employment based on race, religion, color, gender, gender identity, national origin, age, sexual orientation, or handicapped condition.

12.8.2 Permits and Licenses. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices required to be made by Contractor that are necessary for Contractor's lawful performance under this Agreement.

12.9 Taxes. Contractor must pay all taxes and license fees imposed by the federal government or state government and their respective agencies and political subdivisions upon the property and business of Contractor.

12.10 Force Majeure. If the performance by either party of any of its obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether the result of weather disaster, war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to it, then it will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects of it, provided the party gives the other party notice of its inability to perform and immediately commences performance of its obligations under this Agreement, once the effects of the occurrence have been removed.

12.11 Termination.

12.11.1 Termination for Default. Failure by either County or Contractor to perform any of its obligations under this Agreement will constitute a breach of this Agreement. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other party's breach. Failure of the other party to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days will constitute a default. The defaulting party will be given a twenty (20) calendar day period within which to show cause why this Agreement will not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County will be issued by the Purchasing Agent or County legal representative only, and all replies to the same will be made in writing to the County Purchasing Agent or County legal representative at the address provided in this Agreement. Notices issued by or to anyone other than the Purchasing Agent or County legal representative will be null and void, and will be considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. At a minimum, Contractor will be required to pay any difference in the cost of securing the services covered by this Agreement, or compensate for any loss or damage to the County derived under this Agreement if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its officers, agents, representatives, or employees will not be liable for loss of any profits anticipated under this Agreement.

12.11.2 Termination for Convenience. County reserves the right to terminate this Agreement upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the intention of awarding the same or similar agreement requirements to another source

outside the County.

13.0 Miscellaneous Provisions.

13.1 Texas Public Information Act.

13.1.1 Request for Decision. If County receives a request to disclose under the TPIA any information furnished to County by Contractor under this Agreement, County must notify Contractor in writing of that request, not later than the tenth (10th) business day after the date the County receives the request for information.

13.1.2 Notification by Attorney General. If the Attorney General renders a decision that the information must be disclosed, County will notify Contractor of the Attorney General's decision. After consultation with Contractor, the County will decide whether to seek relief from compliance with the Attorney General's decision.

13.1.3 No Liability. It is further acknowledged by Contractor that County's officers and employees have the right to rely on the Attorney General's decision, and that the County, its officers and employees, have no liability or obligation to Contractor for disclosure to any person or entity of any information furnished to County by Contractor under this Agreement, where such disclosure is in reliance on the Attorney General's decision or an existing Attorney General opinion.

13.1.4 Public Information. Upon receipt of a request for information, County reserves the right to release to the requestor any information furnished to County by Contractor under this Agreement, where such information is clearly public information and is not excepted from disclosure under the Act.

13.1.5 Legal Fees and Costs. In complying with the TPIA each party to this Agreement is responsible for paying its own legal fees and costs.

13.2 Amendments. Unless specifically provided otherwise in this Agreement, any amendment to this Agreement will be made in writing and signed by both parties to it. It is expressly acknowledged by Contractor, that unless otherwise specifically provided for in this Agreement, no officer, agent, employee, or representative of County has any authority to amend this Agreement unless expressly granted that authority by the Commissioners Court. Contractor will submit all requests for amendments of this Agreement to the Purchasing Agent, who will present such requests to the Commissioners Court for consideration.

13.3 Dispute Resolution. The parties to this Purchase Order will encourage the prompt and equitable settlement of all controversies or claims between them. The parties agree to negotiate their differences directly and in good faith for a period of no less than thirty (30) days after receiving written notification that there is a dispute. If the dispute is not resolved within thirty (30) days after written notification of the existence of a dispute, the parties agree to submit their dispute to a licensed attorney that is an experienced mediator and is located in Travis County, Texas to work with them to resolve their differences with non-binding mediation. This mediation is a compromise negotiation for

purposes of Rule 408 of the Federal Rules of Evidence and Texas Rules of Evidence and is an alternative dispute resolution procedure subject to Texas Civil Practice & Remedies Code section 154.073. If after non-binding mediation occurs, the dispute is not resolved, the parties are free to exercise all other legal and equitable rights.

13.4 Breach and Non-waiver.

13.4.1 Breach. Failure by either party to perform its respective obligations under this Agreement will constitute a breach of this Agreement; and, in the event of such breach, the other party will be entitled to pursue any and all rights and remedies allowed under applicable federal law or Texas law (statutory law, case law, rules or regulations).

13.4.2 Non-Waiver. One or more acts of forbearance by County to enforce any provision of this Agreement or any act or omission by County, or compensation to Contractor under this Agreement will not constitute or be construed as a waiver of any breach or default of Contractor which then exists or which may subsequently exist. One or more acts of forbearance by Contractor to enforce any provision of this Agreement or any act or omission by Contractor will not constitute or be construed as a waiver of any breach or default of County which then exists or which may subsequently exist.

13.4.3 Reservation of Rights. All rights of County under this Agreement are specifically reserved and, any payment, act or omission by County will not impair or prejudice any remedy or right to County under this Agreement. All rights of Contractor under this Agreement are specifically reserved and, any payment, act or omission by Contractor will not impair or prejudice any remedy or right to Contractor under this Agreement. The exercise by County or failure to exercise any right or remedy of County in this Agreement or in accordance with law upon Contractor's breach of the terms, conditions or provisions of this Agreement, or the failure by County to demand the prompt performance of any obligation of Contractor under this Agreement will not preclude the exercise of any right or remedy to which County is entitled under this Agreement or under any law, nor will any action taken or not taken in the exercise of any right or remedy be deemed a waiver by County of any other rights or remedies. The exercise by Contractor or failure to exercise any right or remedy of Contractor in this Agreement or in accordance with law upon County's breach of the terms, conditions or provisions of this Agreement, or the failure by Contractor to demand the prompt performance of any obligation under this Agreement will not preclude the exercise of any right or remedy to which Contractor is entitled under this Agreement or under any law, nor will any action taken or not taken in the exercise of any right or remedy be deemed a waiver by Contractor of any other rights or remedies.

13.4.4 Damages. In addition to other remedies legally available to County, in the event of default of Contractor under this Agreement, County may recover from Contractor such damages as may have been sustained by County by reason of Contractor's breach, including but not limited to administrative costs, expenses of advertisement and bidding, loss of the benefit of this Agreement to the County and other direct damages sustained by County arising out of Contractor's default or breach of this Agreement. All rights and remedies set forth for County in this Agreement will not be exclusive and are in addition to any other rights

and remedies provided by law, either Constitutional law, statutory law, judicial decision or regulations or local ordinances.

13.5 Severability. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it will remain valid and binding.

13.6 Assignment.

13.6.1 Consent. The parties to this Agreement will not assign any of the rights or obligations under this Agreement without the prior written consent of the other party. **NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.**

13.6.2 Binding Agreement. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement, if the assignment or transfer is made in compliance with the provisions of this Agreement.

13.6.3 Name and Ownership. Contractor remains responsible for the performance of this Agreement when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent will be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

13.7 Time. Time is of the essence in this Agreement.

13.8 Gender/Number. Words of any gender in this Agreement will be construed to include any other gender and, words in either number will be construed to include the other, unless the context in the Agreement specifically requires otherwise.

13.9 Headings. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that part, and will not be used in construing this Agreement.

13.10 Computation of Time. When any period of time is stated in this Agreement, the time will be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days will be omitted from the computation. A list of County holidays for each year may be obtained from the Purchasing Office upon request. All hours stated in this Agreement are stated in Central Standard Time or in Central Daylight Saving Time, as appropriate.

13.11 Notice.

13.11.1 Any notice required or permitted to be given under this Agreement by one party to the other will be in writing and will be given and deemed to have been given immediately if delivered in person to the address set forth in this Section for the party to

whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this Section.

13.11.2 The address of County for all purposes under this Agreement will be:
Cyd Grimes, C.P.M., CPPO
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

13.11.3 The address of the Contractor for all purposes under this Agreement and for all notices hereunder will be:

William C. Hamer
CEO
Easy Access, Inc.
4200-A N. Bicentennial Dr.
McAllen, Texas 78504

13.11.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

13.12. Applicable Law. This Agreement will be governed, interpreted and construed by the laws of the State of Texas.

13.13 Venue. All obligations performed under this Agreement will be performable in Travis County, Texas. The venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.

13.14 Forfeiture of Benefits. The Contractor must forfeit all benefits of the Agreement and County must retain all performance by Contractor and recover all consideration or the value of all consideration paid to the Contractor by County pursuant to the Agreement if:

13.14.1 The Contractor was doing business at the time of submitting its proposal or offer or had done business during the 365 day period immediately prior to the date on which its proposal or offer was due with one or more Key Contracting Persons, if the Contractor failed to disclose the name of any such Key Contracting Person in its proposal or offer; or

13.14.2 The Contractor does business with a Key Contracting Person after the date on which the proposal or offer that resulted in this Agreement is submitted and prior to full performance of this Agreement.

The list of Key Contracting Persons is attached as Exhibit D including all affidavits attached to it.

14.0 Definitions. As used in this Agreement:

14.1 "Card Member" means, in relation to any credit card, the person to whom the card is issued.

14.2 "Card Transaction" means any payment transaction effected or to be effected by any card member with TNR or the Fire Marshall, either over the counter or over the Internet by use of a credit card. This definition includes any payment transaction effected by either County department over the counter by access to the Internet or the card member over the Internet, requesting payment by charging to said card member's credit card account, with the payment to be made in accordance with the payment instructions.

14.3 "Chargeback Claim" means any sum claimed by a card member from TNR or the Fire Marshall or any refusal of any payment by an issuer of any credit card in relation to a card transaction, for whatsoever reason.

14.4 "Commissioners Court" means the Travis County Commissioners Court.

14.5 "Credit Card" means any Visa, credit or debit card bearing the Visa logo or other relevant service marks licensed by Visa International, or any MasterCard credit or debit card bearing the MasterCard logo or other relevant service marks licensed by MasterCard International, or Discover credit or debit card bearing the Discover logo or other relevant service marks licensed by Discover Card International, issued by any bank, financial institution or corporation, with the name or card account number of the card member printed or embossed on the card.

14.6 "Credit Card Transaction Date" means, in relation to any credit card, the date on which the credit card transaction is effected.

14.7 "Payment Instructions" means instructions given by a card member whether contained in an electronic order form or otherwise, instructing and authorizing TNR, the Fire Marshall, or Contractor to charge to said card member's credit card account in the amount of any payments due and payable to TNR, Fire Marshall, or Contractor under this Agreement, as applicable.

14.8 "Payer Registration Information" means the payer's name, telephone number, e-mail address, credit card information (including card association, card number, expiration date), Internet protocol address and such additional information as Contractor may reasonably request.

14.9 "Purchasing Agent" means the Travis County Purchasing Agent.

14.10 "Records" means information or data in any medium, including without limitation records maintained electronically or on microfilm, microfiche or CD, including but not limited to any records obtained from Visa Card International, MasterCard International, or Discover Card International, or from an issuer, or from any other person, system, data base, or network.

14.11 "Transaction" means payments to TNR or the Fire Marshall, including payments for fines, fees, costs, and other charges collected by the relevant County department, in connection with civil and criminal cases, effected by a credit card through the credit card payment processing services provided hereunder.

14.12 "Transaction Information" means, with respect to each transaction, the following information in electronic format in a form approved by Contractor:

14.12.1 the date on which the transaction occurred;

14.12.2 the amount of the payment;

14.12.3 the transaction amount;

14.12.4 the minimum amount of information necessary in order to process the transaction through the relevant credit card network, including but not limited to the applicable payer registration information.

14.14 "Valid Credit Card" means a credit card which has a validity period imprinted on it during which the card transaction date falls or will fall.

Executed in duplicate on this the _____ day of _____, 2014.

Travis County

Easy Access Inc.

By: _____

Samuel T. Biscoe
Travis County Judge

By: _____

William C. Hamer
CEO

County Approvals:

As to Legal Form By:

Daniel Bradford
Assistant County Attorney

Date: _____

Funds Certified By:

Nicki Riley, County Auditor
Date: _____

Purchasing:

Cyd Grimes, Purchasing Agent
Date: _____

Statement of Work

For

***Travis County
Integrated EZ-NetPay™ API
Component for
Travis County Fire Marshal
Travis County Permit
Travis County Parks Department
TNR***

***With Third Party Vendor – South Central Planning and
Development Commission***

***Written by:
William C. Hamer***

***Submitted on:
September 10, 2014***

Easy Access Inc.®

**4200-A N Bicentennial Dr
McAllen, TX 78504**

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1. System Environment

1.1 External systems with which the proposed product will interact:

- a. Easy Access, Inc. (EAI) – Web App Server
- b. Travis County IT (TCIT)
- c. South Central Planning and Development Commission (SCPDC)
- d. Travis County Parks Department (TCP)

1.2 Hardware

- a. None

1.3 Software

- a. None required by Easy Access, Inc.

1.4 Personnel Functions and Qualifications

- a. TC – Technical – Project management and Quality Assurance
- b. EAI – Technical – Thorough Understanding of “EZ-NetPay”
- c. SCPDC – Technical – Thorough understanding of “MyPermitNow”

1.5 Activity and level of training of application users:

- a. TC User Cadre – User training for EZ-NetPay™ – not to exceed 4 hours – provided by EAI
- b. TC Technical – Project management and Quality Assurance (QA) – 8 hours
- c. SCPDC – Technical – Integration of EZ-NetPay™ Application Programming Interface (API)
- d. TCP - User training for EZ-NetPay™ Stand-Alone version – not to exceed 4 hours – provided by EAI

2. Description of the System

EAI will provide SCPDC with an API component to the EZ-NetPay™ gateway. The API component shall allow a transaction invoked by SCPDC thru it's “MyPermit” solution to use the EZ-NetPay™ Gateway. As part of the integration into both the EZ-NetPay™ and SCPDC applications, various specific process workflows will be incorporated. The integrated component will allow TC users to process real time eCommerce transactions for the SCPDC application; “MyPermitNow”.

In addition to the above, EAI will also provide it's “EZ-NetPay™ Stand-Alone” version of EZ-NetPay™ for processing credit card payments that would be specific to reservations processing for the Travis County Parks Department. For this aspect of this engagement EAI will provide access to EZ-NetPay™ through a log on assigned to each of its Travis County Park Staff, all of which would be contingent on the requirement that each of the Park locations [that wish to avail itself of this service] has Internet connectivity.

3. Deliverables Required

3.1. Software and Hardware Elements – From EAI

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- a. EZ-NetPay™ Hosted Service Gateway
- b. eCommerce API Services
- c. Magnetic Stripe Reader for EZ-NetPay™ Stand-Alone system (Optional)

3.2 Software and Hardware Elements Required– From Others (not supplied by EAI)

- a. SCPDC – “MyPermitNow” application

3.3. Documentation Elements From EAI

- a. EZ-NetPay™ API Documentation – provided to SCPDC
- b. EZ-NetPay™ Stand-Alone (version) Documentation

3.4. Services Elements From EAI

- a. Training for TC User Cadre for EZ-NetPay™ Administration
- b. API development support
- c. EZ-NetPay™ Stand-Alone (version) support

3.5. Installation or Delivery From EAI

- a. Delivery and Installation of an integrated API component for EZ-NetPay™ Gateway
- b. EZ-NetPay™ Transaction/Reports Site
- c. EZ-NetPay™ eCommerce Administration Console
- d. EZ-NetPay™ Online Payment Reports Site
- e. EZ-NetPay™ Data Extract Utility (DXU)
- f. EZ-NetPay™ Stand-Alone Transaction/Reports Site
- g. EZ-NetPay™ Stand-Alone eCommerce Administration Console
- h. EZ-NetPay™ Stand-Alone Online Payment Reports Site
- i. EZ-NetPay™ Stand-Alone Data Extract Utility (DXU)

3.6. Support Services From EAI

- a. EZ-NetPay™ Application Support and Maintenance
- b. Integrated API component support for EZ-NetPay™
- c. EZ-NetPay™ Stand-Alone [version] Application Support and Maintenance

4. Customer Inputs

4.1. Project Definition and Change Order Process

EAI shall provide SCPDC with the API required to interact with “MyPermitNow”. EAI and SCPDC shall work together to ensure any changes required to the existing API are modified and functioning as the project requires in order to meet the specified eCommerce requirement(s). TC shall verify that all components of an eCommerce transaction executed thru the API meet the requirements of TC. EAI will provide Travis County with a Change Order process. That Change Order process will be as follows:

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4.1.1 A Services Change Request will be the vehicle for approving change. The request must detail the change and identify the impact of the change on the cost of the existing API project engagement with “MyPermitNow”.

4.1.2 EAI, TC and SCPDC Senior Management will review the change request and its impact and then mutually agree upon its content, cost, and delivery schedule.

4.1.3 EAI’s Services contact Manager, TC and the SCPDC’s Project Lead will be responsible for obtaining approval for all change requests.

4.1.4 Once approved, all changes will become an addendum to this SOW. Authorized representatives from all parties must sign each Services Change Request. Upon approval signature, work will be performed per the change request.

Throughout the project the TC team will use this change order process to communicate any requested modifications to the existing EZ-NetPay™ API. As previously noted, EAI, SCPDC and TC shall all approve any requested modification in scope and shall have the right to determine any additional charge or fee for such changes. The scope of the project is defined by this statement of work and the accompanying development and implementation project schedules.

In addition to the above, EAI will also provide it’s EZ-NetPay™ Stand-alone Solution for processing credit card payments that would be specific to reservations processing for the Travis County Parks Department. For this aspect of this engagement EAI will provide access to the EZ-NetPay™ Stand-Alone version of EZ-NetPay™ through a log on assigned to each of its Travis County Park (TCP) Staff. In order for TCP staff to advantage themselves of this service there would be an underlying requirement that the respective individual Park locations all have access to Internet connectivity.

4.2. Standards

- a. The browser based information system application shall conform with PCI-DSS Compliance standards
- b. EZ-NetPay™ shall provide the general requirements as outlined in this SOW
- c. EZ-NetPay™ Stand-Alone [for the Travis County Parks Department] shall provide the general requirements as outlined in this SOW

4.3. Tests Required

- a. TC to create and run test scripts to verify EZ-NetPay™ API component integration
- b. SCPDC to verify EZ-NetPay™ API component meets general requirements of TC and the application software referred to as “MyPermitNow”
- c. EAI to perform technical testing to verify EZ-NetPay™ API component is functional with SCPDC application software; “MyPermitNow”

5. External Participation

Easy Access, Inc.
South Central Planning and Development Commission

6. Project

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6.1. Project Goals

- a. To provide an enhancement to the existing application (MyPermitNow) in order to provide full eCommerce capabilities thru the use of the EZ-NetPay™ Gateway via an API.
- b. To provide an enhancement to the Travis County Parks Department in order to provide eCommerce capabilities thru the use of the EZ-NetPay™ Stand-Alone Solution.
- c. The goal is to have completed the project within 30 days from final contract signing.

7. Annual Maintenance and Support**7.1. Product Warranties & Maintenance**

- a. EZ-NetPay™ API – EAI to provide annual Maintenance & Support (M & S) at \$0.00 cost to TC.
- b. EZ-NetPay™ Stand-Alone (version) – EAI to provide annual Maintenance & Support (M & S) at \$0.00 cost to TC.

8. Cost**8.1. Cost Detail**

- a. The Integrated API Component for EZ-NetPay™ shall have no cost to TC. However, a service/convenience fee shall be added to each transaction processed through EZ-NetPay™ API and eNETPAY be paid by the payer. All service/convenience fees shall be paid to EAI and become the property of EAI.
- b. The EZ-NetPay™ API and EZ-NetPay™ Stand-alone Systems are at \$0.00 cost
- c. Travis County may optionally request magnetic stripe readers; these devices will have a cost of \$75.00 per device.

EXHIBIT B

EZAccess[®]

EZ-NetPay[™]

**Internet Based Payment System
API Implementation**

TRAVIS COUNTY

Proprietary Rights Notice

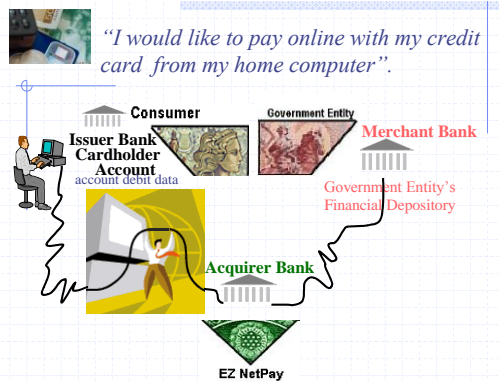
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Fax 956:682-0372

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Solutions & Services

EZ-NETPAY® is a software services solution that provides a secure mechanism through which government entities can integrate credit card transaction processing to their departmental applications through a secure credit card processing server using browser technology over the Internet, usually without cost to the entity.

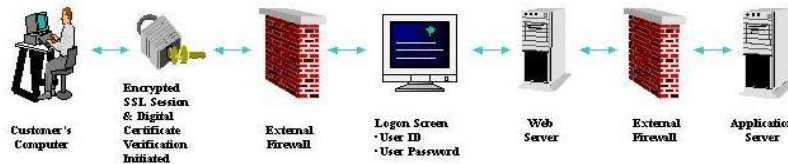


For reliability, **EZ-NETPAY**® operates in a clustered host servers environment.

For security, the system has been designed to provide the highest level of encryption and authentication at all levels using 128-bit SSL encryption. In addition to **EZ-NETPAY**'s® flexibility of having a user defined Reference Identifier, i.e., a Court Case Number, a Court Bill of Cost or Receipt Number & etc., **EZ-NETPAY**® also generates a unique Internal Tracking Number.

Together, these two identifiers provide an incomparable level of audit security parity. Moreover, **EZ-NETPAY**® has the flexibility of utilizing an entity's

existing employee identification number, to use the entity's current security and personnel job function tracking requirements.



For ease of use and self sufficiency, **EZ-NETPAY**® incorporates the function of User-Defined Tables for identifying all current and future chargeable tasks, i.e. processing credit card payments for such services as a Certified copy of a Birth Certificate, Certified copy of a Deed of Trust, Court costs, fees, fines and restitutions with changing rates or charges.

For tracking and reporting purposes, **EZ-NETPAY**® incorporates the use of comprehensive audit reports as well as ad-hoc reports. Based upon the fields that are currently utilized by **EZ-NETPAY**®, the designated Administrator can generate reports in a myriad of formats:

- Daily transactions by unique *Task*
- All transactions by a specific *Date*
- All transactions by *Week, Month*, or real time on a *Daily interim* basis
- All transactions by *Location*
- All transactions by *Unique Employee Identifier*
- Querying a specific *Credit Card Processing Center Authorization Code*
- By any *combination* or permutation of the above *Report Forms*

For management purposes, **EZ-NETPAY**® is designed to operate in multiple locations, while being managed from a central point. For example, an administrator can enable specific personnel with the authority to perform only certain tasks at a designated location. Security can be assigned to specific individuals for performing non-standard transactions, i.e., cancellation of a transaction. Moreover, **EZ-NETPAY**® maintains a comprehensive internal log of all transactions.

For data protection purposes, **EZ-NETPAY**® is designed to store some history *on-line* and other history in an *archival* modality for any given future year restoration requirement that may arise. In addition, **EZ-NETPAY**® provides triple redundant backup services (*RAID-5, Tape Subsystem and Clustered backup Server*).

To prevent functional obsolescence, **EZ-NETPAY**® is continually reviewed because of local needs to adapt to changing requirements, be they technical or statutory mandates. On-line documentation provides immediate insight to the use of these changes.

Hardware and Network Services Utilized

Host Server – ASP

EZ-NETPAY® utilizes clustered host servers for the ASP environment, which have the following major characteristics:

- Intel™ based processors
- RAMBUS Memory
- Hot swappable SCSI drives (10 K RPM drives)
- RAID-5 disaster backup
- Redundant Tape subsystem backup
- Clustered backup Server
- Microsoft Window 2000™
- IBM Universal Data Base (UDB) – Relational Database Management System

Minimum Client/User Workstation Specifications

Since **EZ-NETPAY**® has been designed to be a “Browser” based solution, an entity’s existing inventory of PCs are normally capable of being utilized for the necessary collection terminals. These workstations need only be capable of supporting Microsoft’s Internet Explorer 5.0™ or Netscape’s Navigator 6.0™ and have connectivity to the Internet.

Minimum Communications Specifications

Workstation communications with the Host Server will require client-side connectivity with the Internet, which can either be by simple analogue connectivity or via an entity’s own broadband distributive network.

Minimum Printer Requirements

Because **EZ-NETPAY**® will operate within an entity’s existing network of PCs, it will also be able to utilize the existing network of printers.

Remote Requirements (When Applicable)

Because **EZ-NETPAY**® is “Browser” based, the only requirements for remote access will be that the PC(s) workstations to be utilized should be minimally configured to reflect the specifications identified above.

Hardware and Software Service Maintenance Requirements

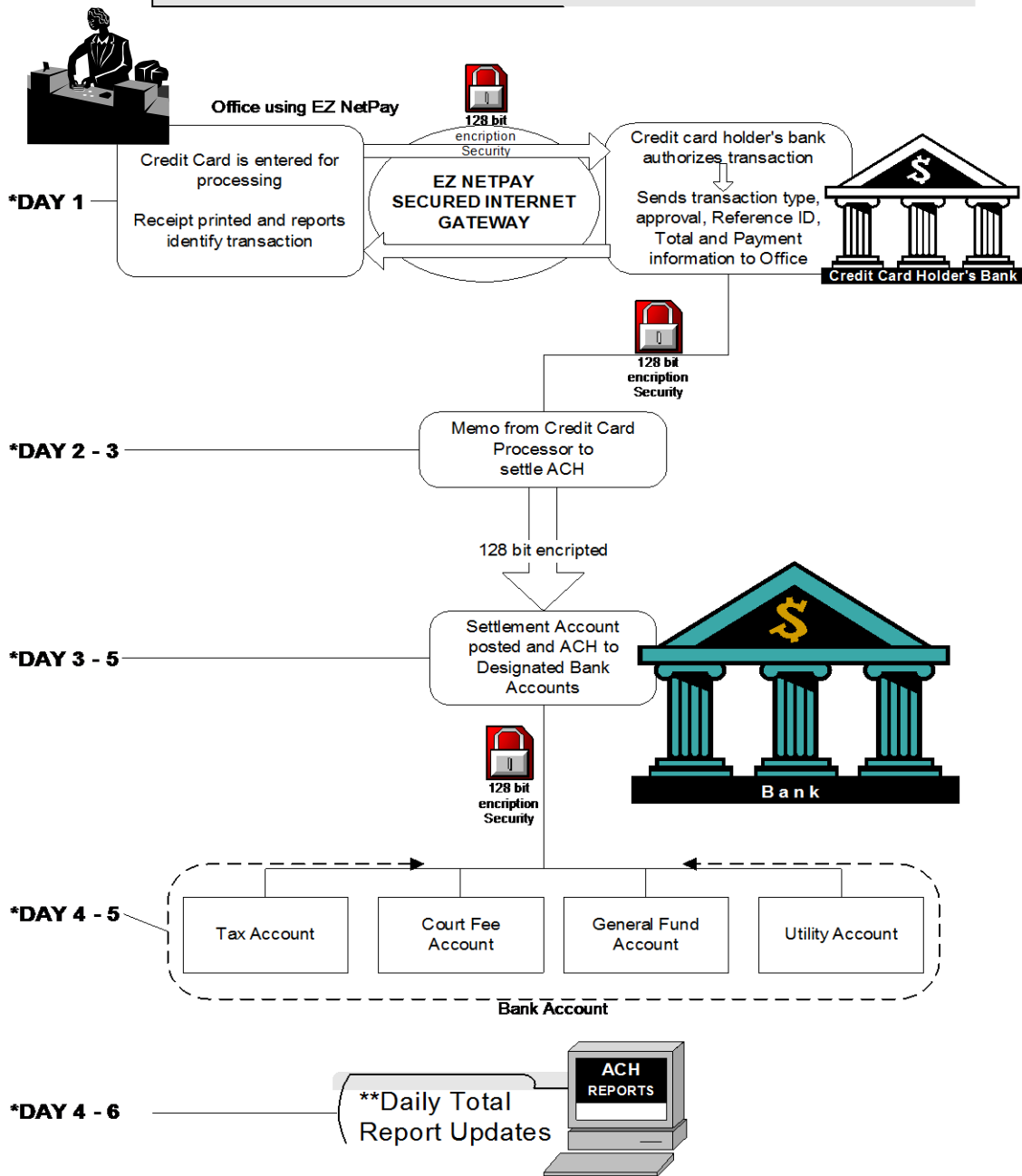
There is no hardware maintenance because there is no hardware provided. All software support is provided in the Service.

All application software support, both in terms of “Help Desk” and functional upgrades would be provided within the realm of our services as an ASP provider to the entity.

All service reporting is provided through the **EZ-NETPAY**® 1:800 Help Line.

EZ-NETPAY® Solutions & Services

Credit Card Payment Flow



***Day is Banking Day excluding holidays and weekends**

****ACH Reports track dates of daily settlements deposited to bank accounts**

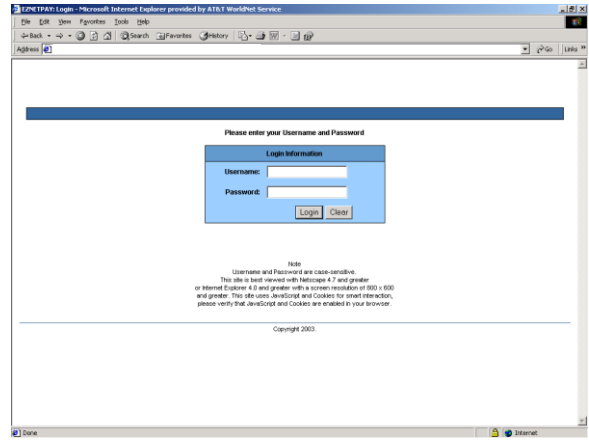
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1. LOG IN

Sign on from any type of Internet connection with a PC and latest browser such as MS Internet Explorer or Netscape:
 Dial-up modem or High Speed connection

- a. Start Screen
- b. User Name and Password

Encrypted site throughout sessions, each user is assigned username and password with the user's name and tasks assigned



a

2. RECEIPTS

Receipts print to the default printer and are easily re-called to view or re-print.

Location: 0 Employee: 1

Transaction Information

Transaction Type: Property Tax Payment
 ID: See Details
 Year: N/A
 Amount Due: \$393.00
 Convenience Fee: \$11.79
 Total Amount Due: \$404.79

Payment Information

Payment Method: Credit Card
 Card Type: VISA
 Card Holder Name: TONY WORLEY
 Reference #: 1233925
 Transaction #: V53F32274690
 Authorization #: 010101
 Processed Date: 08/18/2003
 Processed Time: 01:10:02 PM

Transaction Details

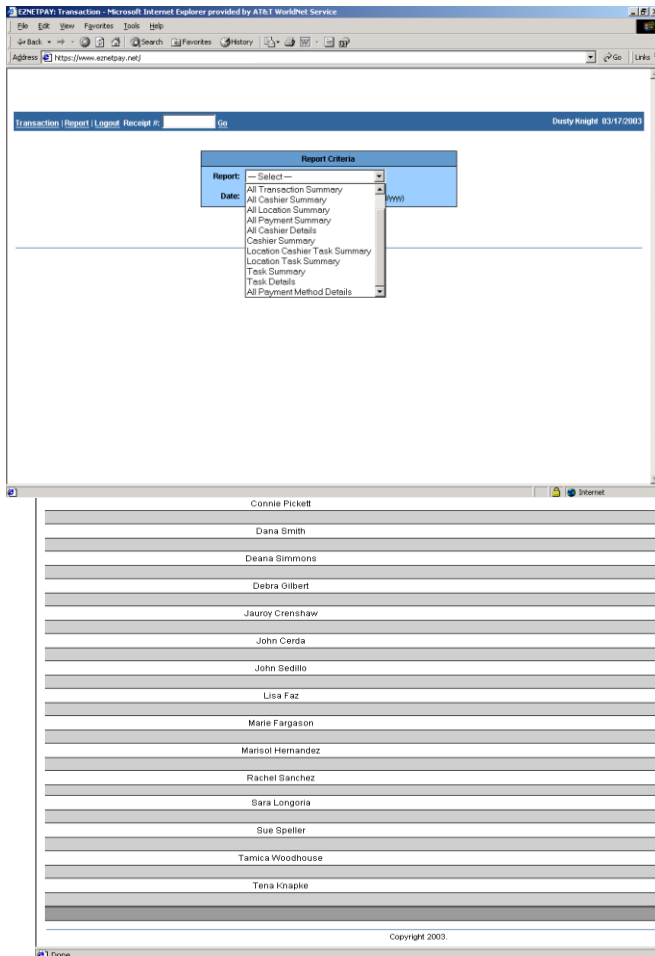
Account: 7489456788
 Year: 2003
 Amount: \$208.00
 Account: 234567800
 Year: 2003
 Amount: \$185.00
 Phone #: 5124561234

Home

Thank you for your payment!
 Your credit card statement will reflect this transaction with the name
 GOVERNMENT PAYMENTS.
 If you should have any questions regarding your credit card transaction you can call us at 856-882-3466 during our business hours of 8:00 AM to 5:00 PM Central Standard Time on Monday through Friday.

3. REPORTS

Reports are easy to create. Choose from many types. Using date criteria displays the report very quickly.



Report functions for each of the cashiers and totals for end of day.

8. Duplicate Receipts can be printed for reviewing information, filing or mailing. *Need to review a certain receipt?* Type in Receipt number and click "go" to view.

Tax Collector/Collector		
Duplicate - Receipt		
Location: 5		Employee: 92
Transaction Information		
Transaction Type: License Registration		
ID 751167		
Year: 2004		
Amount Due: \$53.30		
Convenience Fee: \$3.00		
Total Amount Due: \$56.30		
Payment Information		
Payment Method: Credit Card		
Card Type: VISA		
Card Holder Name: JOE SAL		
Reference #: 2675		
Transaction #: 6EMF1751167		
Authorization #: 1875		
Processed Date: 03/17/2003		
Processed Time: 09:55:55 AM		

The screenshot shows a web browser displaying the EZNETPAY Transaction Detail report. The report is titled "Transaction Detail From 03/12/2003 to 03/17/2003" and lists various transactions with columns for Date, Receipt #, Task, Cashier #, Amount, Fee, and Total. Receipt # 2686 is circled in the report. Below the report, there is a "Done" button and a message: "You have been successfully logged out. Click here to login." The footer of the page reads "Copyright 2003".

Benefits:

- Credit Card processing increases revenue for departments using EZ-NETPAY®
- Includes Administrative tools to add or deactivate locations, tasks, or employees
- Any type of fee or payment can be added
- Card holder can relay information over telephone for instant credit card processing
- Customers have an alternative to delinquencies and additional method of payment
- Promotes timely payments
- Many credit card users receive incentives for using credit cards such as points or miles, bonuses and payback programs
- Assists in establishing credit for some customers.
- Improves relationship of customer to government
- Allowing payment methods through credit card less fines, late fees and penalties associated to delinquent charges saves money and time
- An EZ-NETPAY® Public Access Website allows payments 24/7/365

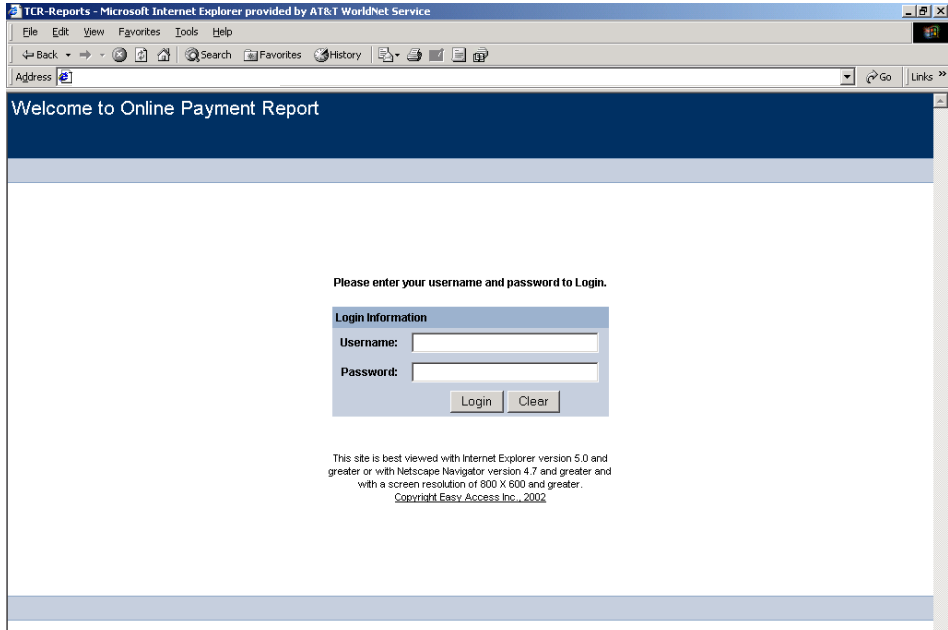
ONLINE PAYMENT REPORT Reports

Go to <https://secure.go2gov.net/reports>

Type in Administrator's: Username: _____

Password: _____

Click on *case sensitive*



Please select Report Type and Date range.

Report Criteria

Application:

Report Type: Select the Report Type

From Date:

To Date:

Select Date Range Month, Date, Year
Click to view report
Note: current date displays to expedite quickly

[Logout](#)

Transaction Summary
04/08/2003 - 05/08/2003

Displaying 1 through 32 of 32 records.

Serial #	Task Name	Transaction Batch #	Transaction Date	Transaction Amount	Settlement Status
1	Court Cost, Fees and Fines	20030507	05/07/2003	\$235.00	Pending
2	Clerk Fees	20030507	05/07/2003	\$53.00	Pending
3	Clerk Fees	20030505	05/05/2003	\$33.00	Pending
4	Court Cost, Fees and Fines	20030502	05/02/2003	\$372.25	Settled
5	Clerk Fees			\$152.00	Settled
6	Clerk Fees			\$52.00	Settled

View Pending or Settled transactions
View Details by clicking on Settled
or Transaction Batch # [20030501](#)

Transaction Details
04/08/2003 - 05/08/2003

Displaying 1 through 50 of 75 records.

[Summary](#) | [Settlement](#) | [Criteria](#)

Serial #	Task Name	Transaction Batch #	Transaction Date	Transaction Reference #	Account #	Transaction Amount
1	Court Cost, Fees and Fines	20030507	05/07/2003	141	25234	\$12.00*
2	Clerk Fees	20030507	05/07/2003	139	496869	\$12.00*
3	Clerk Fees	20030507	05/07/2003	137	0496746	\$41.00*
4	Court Cost, Fees and Fines	20030507	05/07/2003	140	319024	\$223.00*
5	Clerk Fees	20030505	05/05/2003	134	496350	\$11.00*
6	Clerk Fees	20030505	05/05/2003	133	496211	\$11.00*
7	Clerk Fees	20030505	05/05/2003	132	496118	\$11.00*

[Logout](#)

Transaction Summary
04/08/2003 - 05/08/2003

Displaying 1 through 32 of 32 records.

[Details](#) | [Settlement](#) | [Criteria](#)

Serial #	Task Name	Transaction Batch #	Transaction Date	Transaction Amount	Settlement Status
1	Court Cost, Fees and Fines	20030507	05/07/2003	\$235.00	Pending
2	Clerk Fees	20030507	05/07/2003	\$53.00	Pending
3	Clerk Fees	20030505	05/05/2003	\$33.00	Pending
4	Court Cost, Fees and Fines	20030502	05/02/2003	\$372.25	Settled
5	Clerk Fees	20030505	05/05/2003	\$152.00	Settled
6	Clerk Fees	20030505	05/05/2003	\$62.00	Settled

Transaction Details
04/08/2003 - 05/08/2003

Displaying 1 through 2 of 2 records.

[Summary](#) | [Settlement](#) | [Criteria](#)

Serial #	Task Name	Transaction Batch #	Transaction Date	Transaction Reference #	Account #	Transaction Amount
1	Court Cost, Fees and Fines	20030507	05/07/2003	141	25234	\$12.00*
2	Court Cost, Fees and Fines	20030507	05/07/2003	140	319024	\$223.00*
Total:						\$235.00

* denotes non-settled Transactions.

Transaction Settlement
04/08/2003 - 05/08/2003

Displaying 1 through 29 of 29 records.

[Summary](#) | [Details](#) | [Criteria](#)

Serial #	Transaction Batch #	Transaction Date	Transaction Amount	Settlement Reference #	Settlement Date	Settlement Amount	Settlement Type	Settlement Type Ref #
1	20030502	05/02/2003	\$372.25	0000000472	05/07/2003	\$372.25	ACH	EZ2003B0507
2	20030502	05/02/2003	\$152.00	0000000473	05/07/2003	\$152.00	ACH	EZ2003B0507
3	20030501	05/01/2003	\$52.00	0000000463	05/06/2003	\$52.00	ACH	F0506Z00.005
4	20030430	04/30/2003	\$64.00	0000000455	05/05/2003	\$64.00	ACH	F0505Z00.005
5	20030429	04/29/2003	\$347.25	0000000446	05/02/2003	\$347.25	ACH	F0502Z00.005
6	20030429	04/29/2003	\$71.00	0000000447	05/02/2003	\$71.00	ACH	F0502Z00.005
7	20030428	04/28/2003	\$602.00	0000000440	05/01/2003	\$602.00	ACH	F0501Z00.005

Drill down for additional details regarding ACH settlements or Select [Criteria](#) to view a new report and date range
Click [Logout](#) when reports are complete

EXHIBIT C

Information Security Program

OVERVIEW

Below are standards for developing, deploying and maintaining reasonable administrative, technical and physical safeguards to protect the security, confidentiality, and integrity of customer information. These standards are subject to Title 16, Code of Federal Regulations, Part 314, including amendments thereto, and applicable provisions of Title 16, Code of Federal Regulations, Section 313.3, including amendments thereto. As used in this document, "Customer" refers to a card member.

PROGRAM

Contractor shall develop, deploy and maintain a comprehensive information security program that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards that are appropriate to the size and complexity of Contractor's business, the nature and scope of Contractor's activities, including services provided hereunder, and the sensitivity of customer information collected, assembled, and/or maintained by Contractor in the course of providing services hereunder.

OBJECTIVES

- (a) Ensure the security and confidentiality of customer information;
- (b) Protect against any anticipated threats or hazards to the security or integrity of such information; and
- (c) Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

STANDARDS

In order to develop, implement and maintain its information security program, Contractor shall:

- (a) designate an employee or employees to coordinate Contractor's information security program;
- (b) identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such a risk assessment should include consideration of risk in each relevant area of Contractor's operations, including:
 - (1) employee training and management;

- (2) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and
- (3) detecting, preventing and responding to attacks, intrusions, or other systems failures.
- (c) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures.
- (d) oversee service providers by:
 - (1) taking reasonable steps to select and retain service providers that are capable of maintaining appropriate safeguards for the customer information collected, assembled, and/or maintained by Contractor in the course of performing services hereunder; and
 - (2) requiring service providers by contract to implement and maintain such safeguards.
- (e) evaluate and adjust the information security program in light of the results of the testing and monitoring required by paragraph (c) herein, any material changes to Contractor's operations or business arrangements, or any other circumstances that Contractor knows or has reason to know may have a material impact on Contractor's information security program.

EXHIBIT D
Ethics Affidavit

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Contractor: _____
County of Contractor: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Attachment 1 with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS
August 28, 2014

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd	
Commissioner, Precinct 2 (Spouse).....	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse).....	Charyl Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative.....	Vacant	
Interim County Executive, Planning & Budget	Leroy Nellis*	
County Executive, Emergency Services.....	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer.....	Tanya Acevedo	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division.....	Tom Nuckols	
Attorney, Land Use Division.....	Julie Joe	
Attorney, Land Use Division.....	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division.....	Daniel Bradford	
Attorney, Transactions Division.....	Elizabeth Winn	
Attorney, Transactions Division.....	Mary Etta Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jennifer Kraber*	

Attorney, Transactions Division..... Tenley Aldredge
 Director, Health Services Division Beth Devery
 Attorney, Health Services Division Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Elaine Casas, J.D.*
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB
 Purchasing Agent Assistant IV CW Bruner, CTP, CPPB
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter, CPPB
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB, CTPE
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM, CPPB
 Purchasing Agent Assistant IV Angel Gomez
 Purchasing Agent Assistant IV Jesse Herrera, CPPB, CTPM, CTCM, CTP
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Sydney Ceder
 Purchasing Agent Assistant III Ruena Victorino
 Purchasing Agent Assistant III Rachel Fishback
 Purchasing Agent Assistant II L. Wade Laursen
 Purchasing Agent Assistant II Sam Francis
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst..... Scott Worthington
 Purchasing Business Analyst..... Rosalinda Garcia

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
Purchasing Business Analyst.....	Jennifer Francis..	11/29/14
Executive Assistant	Barbara Smith	01/15/15
Attorney, Transactions Division.....	Jim Connolly.....	02/28/15
County Executive, Planning & Budget.....	Leslie Browder...	03/31/15

* - Identifies employees who have been in that position less than a year.

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date of this Agreement with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any key contracting person.