

AGREEMENT FOR SERVICES # 239-S0111

This Services Agreement is made and entered into at Placerville, California, upon execution by and between the County of El Dorado (hereinafter, "COUNTY"), a political subdivision of the State of California, by and through its Treasurer and Tax Collector (hereinafter, "TTC"), and Electronic Data Systems Corporation, a Delaware corporation (hereinafter, "EDS"), and EDS Information Services L.L.C. ("EIS") with regard to the following recitals. Where used in this Agreement, "EDS" shall include "EIS".

WHEREAS, on October 31, 2000, the COUNTY Board of Supervisors authorized the acceptance of credit cards for the payment of legally permissible fines, taxes and fees and authorized the TTC to solicit and enter into any related contracts necessary to implement the acceptance and processing of credit/debit card transactions for approved cost-neutral credit card payment programs;

WHEREAS, EDS has submitted a proposal to TTC to provide an Interactive Voice Response Unit (hereinafter, "IVRU") to accept COUNTY Tax payments made with a credit card;

WHEREAS, TTC on behalf of the COUNTY shall administer said Services Agreement;

WHEREAS, this Services Agreement shall be cost-neutral to the COUNTY; and

WHEREAS, in the judgement of the TTC, this Services Agreement is to the public advantage;

NOW, THEREFORE, in consideration of the foregoing, all of which are incorporated as a part of this Services Agreement, the COUNTY and EDS hereby further agree as follows:

1 APPLICABLE DOCUMENTS

1.1 Interpretation. This present document, as well as Attachments A and B attached hereto and incorporated herein by this reference, form and constitute the Services Agreement between COUNTY and EDS (throughout and hereinafter referred to as the "Services Agreement"). In the event of any conflict and/or inconsistency in the definition and/or interpretation of any word, phrase, responsibility, schedule, and/or contents and/or description of any services, task, deliverable, and/or other work, and/or otherwise, between this present document and the attachments hereto, and/or between and/or amongst the attachments, such shall be resolved by giving precedence first to the body of this present document, and then to the attachments according to the following priority:

1.1.1 Attachment A - Statement of Work

1.1.2 Attachment AI - Bank of America (BA) Merchant Card Agreement

Attachment A2 -Sample Payment Script

Attachment A3 -Sample Detail and Summary Report and Daily Payment Summary by
Card Type Report and Return Detail Report

Attachment A4 - 820 Remittance File, Standard File Layout

(Unless otherwise specified, all references herein to "Attachment A" or "Attachment A (Statement of Work)" shall refer collectively to the Statement of Work along with Attachments A1 through A4 appended thereto.)

1.1.3 Attachment B - Convenience Fee

1.2 **Entire Agreement.** This Services Agreement, as defined in Section 1.1, shall constitute the complete and exclusive statement of understanding and agreement between the parties, which, supersedes any and all previous agreements, written and/or oral, and all communications, between the parties regarding the subject matter of this Services Agreement.

1.3 **Statement of Work.** During the term of this Services Agreement, EDS will perform the services, and produce the deliverables to COUNTY, specified and described in the Statement of Work, Attachment A (the "Services"). Services may be performed by EDS and EIS.

2 **DEFINITIONS**

For purposes of this Services Agreement, the terms defined in Section 1 of Attachment A (Statement of Work) shall have the meanings given therein, and are incorporated herein by this reference for use throughout this Agreement.

3 **TERM**

The term of this Services Agreement will begin upon execution and continue through November 30, 2003, and will renew annually and automatically on the anniversary date unless and until terminated in accordance with the termination provisions set forth in Sections 4.4, 4.15 and 4.18 of this Services Agreement.

4 **STANDARD TERMS AND CONDITIONS**

4.1 **Standard of Care.** EDS Services shall conform to the specifications therefor in the Statement of Work.

4.2 **Changes and Amendments.** EDS and TTC may mutually agree to add Services, add users to existing Services, change any portion of the Services, or amend such other terms and conditions. Any such revisions shall be accomplished in a written amendment executed by EDS and TTC.

4.3 **Covenant Against Contingent Fees.**

4.3.1 EDS warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Services Agreement upon an agreement or understanding

for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by EDS for the purpose of securing business.

- 4.3.2 For breach or violation of this warranty, TTC shall have the right to terminate this Services Agreement, and in its sole discretion, to deduct from the Services Agreement Convenience Fee, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4.4 Termination for Improper Consideration.

- 4.4.1 TTC may, by written notice to EDS, immediately terminate the right of EDS to proceed under this Services Agreement if it is found that consideration, in any form, was offered or given by EDS, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Services Agreement or securing favorable treatment with respect to the award, amendment or extension of the Services Agreement or the making of any determinations with respect to EDS' performance pursuant to the Services Agreement. In the event of such termination, TTC shall be entitled to pursue the same remedies against EDS as it could pursue in the event of default by EDS.
- 4.4.2 EDS shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the TTC manager charged with the supervision of the employee or to the COUNTY Auditor-Controller.
- 4.4.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.
- 4.5 Independent Contractor.**
- 4.5.1 EDS shall function as, and in all respects is, an independent contractor for purposes of this Services Agreement. This Services Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and EDS.
- 4.5.2 The employees and/or agents of one party shall not be, or be construed as, the employees and/or agents of the other party for any purposes whatsoever.
- 4.5.3 EDS understands and agrees that all persons furnishing services to TTC pursuant to this Services Agreement, for all purposes, and in particular for purposes of Workers' Compensation liability, are employees solely of EDS and not of the COUNTY.
- 4.5.4 EDS shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to the employees of EDS and its affiliates for injuries arising from or in connection with services provided under this Services Agreement.
- 4.6 Record Retention and Inspection.**
- 4.6.1 EDS shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all convenience fees, payments captured, Credit Card transactions and ACH payments processed by EDS under the terms of this Services Agreement.

- 4.6.2 EDS agrees that TTC or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records directly relating to this Services Agreement during normal business hours. Such material, including all pertinent cost accounting, financial records and proprietary data, excluding confidential cost or other information not directly relating to this Services Agreement, shall be at EDS' option: (i) turned over to the County upon termination of this Services Agreement or (ii) kept and maintained by EDS for two years after termination or expiration of this Services Agreement. In the event TTC wishes to exercise its rights under this Section 4.6, TTC shall provide EDS with at least two (2) business days' advance written notice. EDS shall not be required to permit a competitor of EDS to audit EDS under this agreement.
- 4.6.3 EDS shall allow COUNTY and/or TTC access to information directly related to the EDS Services by EDS pursuant to this Section 4.6 upon at least two (2) business days' advance written notice. If the requested information has been stored for more than 18 months, COUNTY and/or TTC shall provide at least 30 days advance written notice of the request for access.
- 4.7 **Compliance with Laws.**
- 4.7.1 EDS shall comply with all applicable Federal, State, and local laws, regulations, ordinances, and directives, which pertain to this Services Agreement, and all provisions which are required thereby to be included herein, are hereby incorporated by this reference.
- 4.7.2 Each party agrees to indemnify, hold harmless, and defend the other party, its elected and appointed officers, employees, and agents, from and against any and all claims, demands, actions, losses, damages, fees, costs, and/or liability resulting from a violation on the part of the indemnifying party of any laws, rules, regulations, ordinances, and/or directives.
- 4.7.3 In the event that performance or cost of performance under this Agreement is materially affected by laws, regulations, ordinances, or directives enacted after the date of this Agreement, EDS and TTC shall negotiate a mutually acceptable adjustment to reflect the impact of such subsequent enactments.
- 4.8 **Compliance with Civil Rights Laws** . EDS hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age or disability be subjected to discrimination under the privileges and use granted by this Services Agreement or under any project, program or activity supported by this Services Agreement.
- 4.9 **Non-Discrimination in Employment**.
- 4.9.1 EDS certifies and agrees that all persons employed by EDS, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, political affiliation, marital status, sex, age, or disability, in compliance with all applicable Federal and State nondiscrimination laws and regulations.



- 4.9.2 EDS shall deal with its subcontractors, bidders, or vendors in accordance with applicable nondiscrimination laws and regulations.
- 4.9.3 If any of these Section 4.9 provisions have been or is violated, such violation shall constitute a material breach upon which the COUNTY may terminate or suspend this Services Agreement.
- 4.9.4 In the event EDS violates the anti discrimination provisions of this Services Agreement, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00), pursuant to California *Civil Code* Section 1671 as liquidated damages in lieu of terminating this Services Agreement, for each and every such violation.
- 4.10 **Validity.** The invalidity in whole or in part of any provision of this Services Agreement shall not void or affect the validity of any other provision, unless the essential purposes of this Services Agreement shall be materially impaired thereby.
- 4.11 **Waiver.** Failure of either party to enforce at any time, or from time to time, any provision of this Services Agreement shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing and signed by the party granting the waiver. No waiver of a breach of any provision of this Services Agreement by either party shall constitute a waiver of any other breach of said provision or of any other provision.
- 4.12 **Governing Laws.** This Services Agreement shall be governed and construed by and in accordance with the laws of the State of California. Any action brought by either party on and/or related to this Services Agreement shall be brought in the El Dorado County Superior Court.
- 4.13 **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only and are not a part of this Services Agreement and shall not be used in construing it.
- 4.14 **Events of Default.** Either party may terminate this Services Agreement for default, pursuant to Section 4.15, "Termination," in the event of the occurrence of any of the following (hereinafter "Events of Default"):
- 4.14.1 **Default for Non-Performance.** Either party may terminate this Services Agreement if the other party fails to perform or violates any provision(s) of this Services Agreement, and if such default is not substantially cured within a reasonable time, but not greater than thirty (30) days from the date that the non-defaulting party gives written notice to the defaulting party, unless TTC and EDS mutually consent in writing to extend the cure period, which consent shall not be unreasonably withheld. The party not in default may, by giving notice thereof to the defaulting party per Section 4.15, terminate this Services Agreement as of a date specified in such notice of termination.
- 4.14.2 **Default for Insolvency.** TTC may terminate this Services Agreement for default for insolvency in the event of the occurrence of any of the following:
- 4.14.2.1 **Insolvency of EDS.** EDS shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether or not insolvent within the meaning of the Federal Bankruptcy Law. Should such a situation occur, EDS shall immediately

give notice thereof, including all relevant information, as set forth herein, with respect thereto, to TTC;

- 4.14.2.2 EDS' filing of a voluntary petition in bankruptcy, or involuntary bankruptcy proceedings are commenced against EDS;
- 4.14.2.3 In a non-bankruptcy proceeding, the appointment of a Receiver or Trustee for EDS, provided that the Receiver or Trustee shall not have been dismissed within forty-five (45) days of appointment;
- 4.14.2.4 The execution by EDS of an assignment for the benefit of creditors.
- 4.14.3 Default for Breach of Warranty or Contract Provisions. TTC may terminate this Services Agreement immediately if EDS breaches or violates the warranties set forth in Section 4.3, "Covenant Against Contingent Fees"; Section 4.4, "Termination for Improper Consideration"; Section 4.16, "Conflict of Interest"; Section 4.20, "Employment Eligibility Verification" and Section 4.24, "Subcontracting."
- 4.14.4 Default for Violation of Law. TTC may terminate this Services Agreement immediately upon a determination by the State Fair Employment Commission or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by EDS in violation of applicable state and/or federal laws thereon. Such determination is deemed final when EDS has exhausted its administrative and/or judicial review rights, if any.
- 4.14.5 Default for Failure to Batch Close. TTC may terminate this Services Agreement immediately if EDS repeatedly fails to timely comply with the time requirements of Section 6.3 of Attachment A (Statement of Work), which results in a loss to COUNTY.
- 4.15 Termination for Default.
 - 4.15.1 Upon the occurrence of any one or more of the Events of Default specified in Section 4.14, this Services Agreement shall be subject to termination. As a condition precedent thereto, the terminating party shall give the defaulting party a three (3) business day Notice of Termination by registered or certified mail or personal service, in advance of the date set for termination thereof. The Notice of Termination shall set forth the ground(s) for termination.
 - 4.15.2 In the event TTC terminates this Services Agreement for default, TTC may procure, in its sole discretion and upon such terms and in such manner as TTC may deem appropriate, substitute Services.
 - 4.15.3 Subject to the limitations set forth in Section 8, upon termination for default, any reasonable costs incurred by TTC in connection with termination of Services shall be the responsibility of EDS.
 - 4.15.4 Action by TTC to effect a termination and procure replacement Services shall be without prejudice to the exercise of any other rights provided herein by law to remedy a breach of this Services Agreement.
 - 4.15.5 The rights and/or remedies reserved to TTC and EDS herein shall be cumulative and additional to any others provided at law and/or in equity.

4.15.6 In the event that, following service of the Notice of Termination of this Services Agreement under the provisions of this Section 4.15, it is determined for any reason that there was not a default under the provisions of Section 4.14, "Events of Default," or the defaulting party has, to the satisfaction of the other party, cured any default, the party initially issuing the Notice of Termination shall serve, within five (5) business days, a rescission of Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

4.16 Conflict of Interest.

4.16.1 No TTC employee whose position with TTC enables such employee to influence the award of this Services Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by EDS or have any other material direct or indirect financial interest in this Services Agreement. No officer or employee of EDS, who may financially benefit from the performance of work hereunder, shall in any way participate in TTC's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence TTC's approval or ongoing evaluation of such work.

4.16.2 EDS shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the terms of this Services Agreement. EDS warrants that it is not now aware of any facts which create a conflict of interest. If EDS hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to TTC. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

4.17 Disclosure of Information and Confidentiality.

4.17.1 EDS shall maintain the confidentiality and/or privacy of all COUNTY and/or TTC information, documents, and records to which it gains access during the term of this Services Agreement, including but not limited to taxpayer lists, and shall not publish or otherwise disseminate any such information, documents, and records to any third party, except as may be otherwise provided herein or required by law.

4.17.2 In recognizing EDS' desire to identify its services and related clients to market itself, the COUNTY shall not prohibit EDS from publicizing its role under this Services Agreement so long as EDS adheres strictly to the following limits and conditions:

4.17.2.1 EDS shall develop all publicity material in a professional manner.

4.17.2.2 During the course of performance of this Services Agreement, EDS, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY or TTC without the prior written consent of TTC. Said consent shall be within TTC's sole discretion.

4.17.2.3 Notwithstanding the foregoing, EDS may, without prior written permission of TTC, indicate in its bids, proposals, and sales materials that it has obtained a Services Agreement to provide Services, provided, however, that the other requirements of this Section 4.17 shall strictly apply.

- 4.17.3 Except as otherwise expressly provided in this Services Agreement, EDS and COUNTY each agrees that (i) all information communicated to it by the other and identified in writing at the time of initial communication as confidential, and (ii) all information identified in writing as confidential to which it has access in connection with the EDS Services, whether before or after the date hereof.
- 4.17.4 EDS and COUNTY agree to use best efforts to preserve the confidentiality of information obtained from the other under this Services Agreement.
- 4.17.5 No such confidential information will be disclosed by the recipient party without the prior written consent of the other party; provided, however, that each party may disclose the other party's confidential information as necessary to its attorneys, auditors, insurers (if applicable), subcontractors and full time employees who have a need to have access to such information in connection with their employment (or engagement, if applicable) by the recipient party.
- 4.17.6 The foregoing will not prevent either party from disclosing information that belongs to such party or which (i) is already known by the recipient party without an obligation of confidentiality other than under this Services Agreement, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) is rightfully received from a third party, (iv) is independently developed without use of the other party's confidential information or (v) is disclosed without similar restrictions to a third party by the party owning the confidential information. If confidential information is required to be disclosed pursuant to a requirement of a governmental authority, such confidential information may be disclosed pursuant to such requirement so long as the party required to disclose the confidential information, provides the other party with timely prior notice of such requirement and coordinates with such other party in an effort to limit the nature and scope of such required disclosure. If confidential information is required to be disclosed in connection with the conduct of any proceeding carried out pursuant to this Services Agreement, such confidential information may be disclosed pursuant to and in accordance with the approval and at the direction of the tribunal conducting such proceeding. Upon written request at the expiration or termination of this Services Agreement for any reason, all documented confidential information (and all copies thereof) owned by the requesting party will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section (4.17.6) will survive the expiration or termination of this Services Agreement for any reason.
- 4.17.7 Proprietary Rights. Each party will retain all rights it possessed prior to the date of this Services Agreement in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that may be used by such party in connection with its role relating to the performance of Services under this services Agreement. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. Notwithstanding anything to the contrary in this Services Agreement, EDS (i) will retain all right, title and interest in and to all development tools, know-how, methodologies, processes, technologies or algorithms used in performing services which are based on trade secrets or proprietary information of EDS or are otherwise owned or licensed by EDS, and (ii) will be free to use the ideas, concepts

and know-how which are developed in the course of performing Services and may be retained by EDS' employees in intangible form. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Services Agreement. Nothing in this Services Agreement will require either party to violate the proprietary rights of any third party.

4.18 Termination for Convenience.

4.18.1 This Services Agreement may be terminated by TTC when such action is deemed by TTC to be in the County's best interest. Termination of the Services Agreement shall be effected by delivery to EDS of a written Notice of Termination ten (10) calendar days prior to the date upon which such termination becomes effective.

4.18.2 EDS acknowledges that TTC and COUNTY require substantial lead time to inform Cardholders of any changes in the IVRU payment process. Accordingly, no earlier than at the end of the first term, and annually thereafter, EDS may terminate this Services Agreement if EDS deems it to be in its best interest. Termination of the Services Agreement shall be effected by delivery to TTC of written Notice of Termination at least one hundred and twenty (120) days prior to the termination date.

4.19 Notices.

4.19.1 Any notice desired or required to be given under the terms of this Services Agreement, including, but not limited to, notice under Sections 3, 4.4.1, 4.14.1, 4.18.1, 4.22, 4.26.4, or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service.

4.19.2 Service by mail shall be deemed complete upon deposit in the above-mentioned manner. Any mail notice made under Section 4.19.1 shall also be transmitted via authenticating facsimile machine (hereinafter referred to as "FAX") to the appropriate party at the FAX number set forth herein. Documents transmitted via FAX that are received on weekends or holidays or after 5:00 p.m. on a business day shall be deemed received at 8:00 a.m. the following business day. All times in this paragraph refer to the prevailing local time in the place of receipt.

4.19.3 Notice as required under this Services Agreement shall be deemed valid and complete only upon either party's full compliance with the requirements of Sections 4.19.1 and 4.19.2.

4.19.4 Any given notice served upon EDS shall be to:

EDS
Payment Services Division
President
Mail Stop B5.2D.09
5400 Legacy Drive, CL2
Plano, TX 75024
FAX# (972) 604-6726

or such other place as may hereinafter be designated in writing to the TTC by EDS.

4.19.5 Any notice served upon the COUNTY or TTC shall be to the following:

C. L. Raffety
Treasurer and Tax Collector
360 Fair Lane
Placerville, CA 95667
FAX # (530) 642-8870

or such other place as may hereinafter be designated in writing to EDS by the TTC.

4.20 Employment Eligibility Verification.

4.20.1 EDS warrants that it fully complies with all statutes and regulations regarding employment eligibility of aliens and others, and that all employees performing services under this Services Agreement are eligible for employment in the United States.

4.20.2 EDS represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. EDS shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

4.20.3 EDS shall indemnify, defend, and hold harmless the COUNTY, its officers and employees from and against any employer sanctions and other liability which may be assessed against the COUNTY in connection with any violations of Federal statutes or regulations pertaining to EDS' employment of aliens performing services hereunder.

4.21 Compliance with Wage and Hour Laws.

EDS shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all demands, claims, and liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by EDS' employees for whom TTC may be found jointly or solely liable.

4.22 Notice of Delays.

Except as otherwise provided herein, when either the COUNTY or EDS has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Services Agreement, such party shall immediately give oral notice thereof, including all relevant information with respect thereto, to the other party to this Services Agreement. Such notification shall be confirmed in writing and served as per Section 4.19 within one (1) business day of the oral notification.

4.23 Delegation and Assignment.

- 4.23.1 Except as otherwise provided herein, EDS may not delegate its duties of performance of Services hereunder and/or assign its right to payment, either in whole or in part, without the prior written consent of the COUNTY.
- 4.23.2 Any attempt at such delegation and/or assignment by EDS shall be null and void, and shall constitute a material breach of this Services Agreement upon which the COUNTY may terminate this Services Agreement in accordance with Section 4.15, "Termination for Default." Any payments by COUNTY to any delegate or assignee on any claim under this Services Agreement shall be subject to set-off, recoupment or other reduction for any claim which EDS may have against COUNTY.
- 4.23.3 Any delegation and/or assignment by EDS shall be in the form of a subcontract, and subject to the requirements of Section 4.24.
- 4.24 Subcontracting.**
- 4.24.1 No performance of this Services Agreement or any portion thereof shall be subcontracted by EDS without the prior and express written consent of the COUNTY, except for such services subcontracted to a parent, subsidiary or affiliate of EDS provided EDS remains responsible for performance hereunder. Any attempt by EDS to subcontract any performance under this Services Agreement without the COUNTY's prior written consent shall be null and void and shall constitute a material breach of this Services Agreement. In the event of such a breach, this Services Agreement may be terminated forthwith. EDS shall notify all potential subcontractors of the provisions of this Section 4.24.
- 4.24.2 EDS shall serve a written Notice of Request for Approval in a manner compliant with Section 4.19. COUNTY shall approve or reject EDS' request for approval of a proposed subcontractor within thirty (30) days of receipt of Contractor's Notice of Request for Approval. If such request is not rejected within such time period, Contractor's request is deemed approved.
- 4.24.3 EDS may, in the ordinary course of business, subcontract for Third-Party services or products that are not dedicated to COUNTY, that are not material to a particular function constituting a part of the Services, provided such subcontract does not adversely affect COUNTY, whether in performance of or charges for the Services or otherwise.
- 4.24.4 Where circumstances warrant immediate action by EDS to subcontract with Third Parties, EDS may, after using reasonable efforts to comply with the notice requirement set forth in Paragraph 4.19, enter into subcontracts with such Third Parties without prior notice to COUNTY of EDS' intent to enter into such a subcontract, provided, however, that with respect to any subcontracts entered into by Contractor under this Section 4.24.4: (i) the scope and duration of such subcontract shall be narrowly tailored to address the circumstances warranting such immediate action; and (ii) EDS shall use commercially reasonable efforts to comply with Section 4.19.
- 4.24.5 If EDS desires to subcontract any portion of its performance, obligations, and/or responsibilities under this Services Agreement and such subcontracting requires notice and approval, EDS shall make a written request to the COUNTY for written approval to enter into the particular subcontract. EDS' request to the COUNTY shall include: (i) the reason(s) for the particular subcontract; (ii) a detailed description of the work to be performed by the proposed subcontractor; (iii) identification of the proposed subcontractor

and an explanation of why and how the proposed subcontractor was selected; (iv) a copy of the proposed subcontract; (v) unless otherwise determined unnecessary by the COUNTY, copies of Certificates of Insurance and Performance Security from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by Section 4.27; and (vi) any other information and/or certification requested by the COUNTY.

- 4.24.6 The COUNTY will review EDS' written request to subcontract and determine whether to consent to such request on a case-by-case basis.
- 4.24.7 EDS shall indemnify, defend, and hold harmless the COUNTY, its elected and appointed officers, employees, and agents, from and against any and all claims, demands, actions, losses, damages, fees, costs, and/or liabilities, in any way directly or indirectly arising from or related to EDS' use of any subcontractor, including acts and/or omissions of any officers, employees, or agents of subcontractor.
- 4.24.8 Notwithstanding any COUNTY consent to any subcontracting, EDS shall remain responsible for any and all performance required of it under this Services Agreement. Further, the COUNTY's approval of any subcontract shall not be construed to limit in any way EDS' performance, obligations, or responsibilities to the COUNTY, nor shall approval limit in any way any of the COUNTY's rights and/or remedies.
- 4.24.9 In the event that the COUNTY consents to any subcontracting, the subcontractor, on behalf of itself, its successors and administrators, shall assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of this Services Agreement and any amendment(s) and/or modification(s) thereto.
- 4.24.10 In the event that the COUNTY consents to any subcontracting, such consent shall apply to each particular subcontract only, and shall not be, or be construed to be, a waiver of the provisions of this Section 4.24, or a blanket consent to any further subcontracting.
- 4.24.11 EDS shall be solely responsible and liable for any and all payments or other compensation to all subcontractors and their officers, employees, and/or agents. The COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and/or agents.
- 4.24.12 In the event that TTC consents to subcontracting, EDS shall include in all subcontracts the following provision: "This Services Agreement is a subcontract under the terms of a prime contract with the County of El Dorado and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of El Dorado."
- 4.24.13 EDS shall deliver to the COUNTY a fully executed copy of each subcontract entered into by EDS pursuant to this Section 4.24, on or immediately after the effective date of the subcontract, but in no event later than the date any work is performed under the subcontract.
- 4.25 Audit Settlement.**

If, at any time during the term of this Services Agreement, or at any time, but in no event later than two (2) years after the expiration or termination of this Services Agreement, authorized representatives of the TTC conduct an audit of EDS regarding the services

provided to the TTC hereunder, and if such audit finds that the convenience fee charged to the Cardholder's credit card for such service is greater than provided for in Attachment B, then EDS agrees that the difference plus interest shall be, at the TTC's option, either: (i) repaid forthwith by EDS to the TTC by cash payment; or (ii) refunded to the Cardholder's credit card. Interest will be calculated and compounded for each day the actual overcharge existed. The interest rate shall be the daily Federal Funds rate in effect during the period the overcharge occurred. In the event such an audit is conducted, TTC shall have access to EDS' records in accordance with Section 4.6, "Records Retention and Inspection." EDS shall have the opportunity to review and respond to the results of the audit. Any disagreement over the audit results shall be escalated to the COUNTY's Project Manager and EDS' Project Manager. Administrative remedies shall be deemed exhausted at the conclusion of such escalation.

4.26 Indemnification.

4.26.1 Subject to Section 8, each party shall indemnify, hold harmless, and defend the other, its elected and appointed officers, employees, and agents, from and against any and all claims, demands, liabilities, damages, fees, costs, and expenses, in any way, directly or indirectly, arising from or related to the act(s) and/or omission(s) of the indemnifying party under this Services Agreement.

4.26.2 Neither party shall be obligated to indemnify, defend, and hold harmless, in whole or in part, the other party for and from the other party's negligence, willful tortious misconduct, or fault.

4.26.3 Infringement Claims.

4.26.3.1 **General.** EDS and COUNTY each agree to defend the other party from and against any and all claims, demands, actions, losses, damages, fees, costs, and/or liability to the extent that such is based upon a claim that the software (other than third party software) or confidential information provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, (ii) infringes a patent granted under United States law or (iii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret.

4.26.3.2 **Exclusions.** Notwithstanding any provision of this Services Agreement to the contrary, neither EDS nor COUNTY will be liable to the other for claims of indirect or contributory infringement. In particular, the indemnitor will have no liability to the indemnitee hereunder if any claim of infringement is based upon the use of software provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the software was not designed. Also, the indemnitor will have no liability if the indemnitee modifies any software provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or uses the software in the practice of a patented process and there would be no infringement in the absence of such practice, or such claim arises out of the indemnitor's compliance with specifications provided by the indemnitee and such infringement would not have occurred but for such compliance.

4.26.3.3 **Additional Remedy.** If software or confidential information becomes the subject of an infringement claim under this Section 4.26, or in the indemnitor's opinion is likely to

become the subject of such a claim, then, in addition to the requirements of Section 4.26, the indemnitor will either (i) replace or modify the software or confidential information to make it non infringing or cure any claimed misuse of another's trade secret or (ii) procure for the indemnitee the right to continue using the software or confidential information pursuant to this Services Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor. If neither option is available to the indemnitor through the use of reasonable, diligent efforts, (i) the indemnitee will return such software or confidential information to the indemnitor and (ii) if requested by the indemnitee in good faith, the parties will negotiate, subject to Section 8 of this Services Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 4.26) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such software or confidential information.

4.26.4 Procedures.

4.26.4.1 The indemnification obligations set forth in this Services Agreement will not apply unless the party claiming indemnification: (i) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Services Agreement if and to the extent that the indemnitor is prejudiced thereby; and (ii) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that in addition to the defense tendered by the indemnitor, the indemnitee retains the right, at its sole option, to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense.

4.26.4.2 The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

4.27 Insurance. EDS shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that EDS maintains insurance that meets the following requirements:

4.27.1 Full Workers' Compensation and Employers' Liability Insurance covering all employees of EDS as required by law in the State of California.

4.27.2 Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

4.27.3 Automobile liability insurance of not less than \$500,000 is required in the event motor vehicles are used by EDS in performance of the contract.

- 4.27.4 EDS shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required above is being maintained.
- 4.27.5 The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- 4.27.6 EDS agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, EDS agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Risk Management Division and EDS agrees that no work or services shall be performed prior to the giving of such approval. In the event EDS fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- 4.27.7 The certificate of insurance must include the following provisions stating that:
- 4.27.7.1 The insurer will not cancel the insured's coverage without 30-day prior written notice to the County; and
- 4.27.7.2 The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this contract are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- 4.27.8 EDS' insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of EDS' insurance and shall not contribute with it.
- 4.27.9 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- 4.27.10 The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- 4.27.11 EDS' obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- 4.27.12 In the event EDS cannot provide an occurrence policy, EDS shall provide insurance covering claims made as a result of performance of this contract for not less than three years following completion of performance of this agreement.
- 4.27.13 The certificate of insurance shall meet such additional standards as may be determined by TTC either independently or in consultation with the Risk Management Division, as essential for protection of the County.
- 4.28 **Suspension**. If in the event that TTC, in its sole discretion, determines that the EDS System is not functioning properly, TTC may immediately suspend use and operation of



the EDS System. TTC -shall contemporaneously, or as soon thereafter as is reasonably possible, inform EDS of the suspension and the reason(s) therefor. EDS shall immediately discontinue accepting payments through the IVRU and establish a recorded message advising callers that the EDS System is unavailable until the time or date specified by TTC. This Subsection 4.28 may be used in conjunction with or in lieu of any another provision(s) under Section 4.14. EDS and COUNTY shall use reasonable efforts to reinstate the EDS System as soon as possible.

- 4.29 Authorization Warranty.** EDS represents and warrants that the person executing this Services Agreement is an authorized officer who has actual authority to bind EDS to each and every term, condition, and obligation set forth herein.
- 4.30 Unauthorized Work.** If EDS provides any task(s), good(s), service(s), and/or other work other than those specified in and authorized by and under this Services Agreement, the same shall be a gratuitous effort on the part of EDS for which the COUNTY shall have no obligation.
- 4.31 Quality Assurance Plan.** TTC's Project Manager will evaluate EDS' performance under this Services Agreement on not less than a semiannual basis. Such evaluation will include assessing EDS' compliance with the terms and performance standards of this Services Agreement. Any deficiencies which TTC's Project Manager determines are severe or continuing and that may place performance of the Services Agreement in jeopardy if not corrected, will be reported to TTC. The report will include improvement and/or corrective action measures taken by TTC and EDS.

5 REPRESENTATIVES

- 5.1** EDS and the COUNTY will each designate and maintain a Project Manager who shall have full authority to act on all daily operational matters concerning EDS' performance under this Services Agreement, and will be the primary point of contact of each party in dealing with the other under this Services Agreement. EDS' Project Manager shall be available by telephone during regular business hours.
- 5.2** The COUNTY's Project Manager for this Services Agreement shall be the following person, or his/her designee:
- Sandy Ewert
360 Fair Lane
Placerville, CA 95667
Phone (530) 621-5815
FAX # (530) 642-8870
- 5.2.1** The COUNTY shall notify EDS in writing of any change in the name or address of the COUNTY's Project Manager.
- 5.2.2** The COUNTY's Project Manager is not authorized to make any changes in any of the terms and/or conditions of this Services Agreement, and is not authorized to obligate the COUNTY further in any respect whatsoever.

- 5.2.3 The COUNTY's Project Manager shall have the right at all times to inspect the services, tasks, deliverable, and work provided by or on behalf of EDS.
- 5.3 EDS' Project Manager shall be the following person or designee, who shall be a full-time employee of EDS:

Dawn Vandell
EDS*PAY Client Delivery Executive
6200 Thornton Avenue, Suite 100
Des Moines, IA 50321
Phone # (515) 558-6188
FAX# (515) 558-6006
Cell # (515) 835-3508

- 5.3.1 EDS' Project Manager shall be responsible for report to the COUNTY and TTC as is and may be reasonably required.
- 5.3.2 EDS' Project Manager shall communicate with the COUNTY's Project Manager on an ongoing basis concerning, but not limited to, any problems, modifications, and contractual obligations, and shall be available twenty-four hours per day, seven days per week for problem resolution.
- 6 WARRANTIES**
- 6.1 EDS represents and warrants that all Services under this Services Agreement will be performed in a professional and workmanlike manner by qualified personnel.
- 6.2 Except as otherwise provided herein, EDS shall promptly correct any and all defects, errors, or omissions in the tasks, deliverables, work, and/or Services provided pursuant to this Services Agreement. The correction of such shall be at no cost to the COUNTY.
- 6.3 EDS warrants that the IVRU and all system components shall fully perform as specified in this Services Agreement during the term of this Services Agreement, except as otherwise provided herein.
- 6.4 ***Disclaimer.*** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS Services Agreement, EDS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE, OF ANY INFORMATION TECHNOLOGY SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS SERVICES AGREEMENT. EXCEPT AS SET FORTH IN SECTION 6.4 ABOVE, EDS DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE.

7 PAYMENTS

In consideration for the performance of the EDS Services, EDS will be paid the Teleprocessing Fee portion of the Convenience Fees as more particularly described in Attachment B. The COUNTY and/or TTC shall not incur any fee, cost, and/or expense under this Services Agreement, except as set forth in Attachment B, if at all.

8 LIABILITY

8.1 Notwithstanding any provision of this Services Agreement to the contrary, but except for the specific indemnity obligations set forth in Section 8.2, EDS' aggregate liability to COUNTY for any damages arising out of or related to EDS' performance or nonperformance of its obligations described in Attachment A, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, indemnity, tort, or otherwise, shall be limited to an amount equal to the lesser of (i) the Convenience Fee for the prior six-month period, or (ii) \$100,000. In no event shall the measure of damages awarded against EDS include, nor will EDS be liable to the COUNTY for, any amounts for loss of income, profit, or savings, indirect, incidental, consequential, exemplary, punitive, or special damages.

8.2 The foregoing limitation of liability in Section 8.1 shall not apply to the obligation of EDS to indemnify, defend, and hold harmless COUNTY from all claims, demands, actions, losses, damages, fees, costs, expenses, and/or liability arising out of the gross negligence or intentional tortious misconduct of EDS, its employee(s), and/or its agent(s) resulting in: (i) death or bodily injury of any agent, employee, customer, business invitee or business visitor of COUNTY, and/or (ii) direct property damage.

8.3 The provisions of this Section 8 will survive the expiration or termination of this Services Agreement for any reason.

9 FORCE MAJEURE

Performance under this Services Agreement may be delayed to the extent necessary due to a cause beyond a party's reasonable control, for example, floods, civil disturbance, disruptions to communications facilities or other acts of unaffiliated third parties, natural disasters, riots, war, civil disorder, court order, labor dispute or any other causes beyond that party's reasonable control (including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines) and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts, provided that the party claiming excuse from performance informs the other party promptly and uses reasonable efforts under the circumstances to correct the deficiency.

10 NON-EXCLUSIVITY

The COUNTY acknowledges and agrees that EDS may provide data processing and other information technology services for third parties at any EDS facility that EDS may utilize

from time to time for performing the EDS Services. Nothing in this Services Agreement will impair EDS' right to acquire, license, market, distribute, develop for itself or others or have others develop for EDS similar technology performing the same or similar functions as the technology and services contemplated by this Services Agreement.

11 PERFORMANCE

Time is of the essence for performance by each party under this Services Agreement.

12 NO THIRD PARTY BENEFICIARY

Nothing in this Services Agreement may be relied upon or will benefit any other party except EDS and COUNTY.

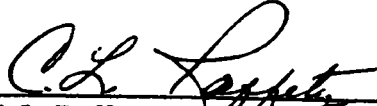
13 TTC AND COUNTY

For the purposes of this Services Agreement, all rights, responsibilities, and obligations of TTC shall also be those of the COUNTY.

14 SURVIVAL

The following Sections of this Services Agreement shall survive, in Perpetuity, its expiration and/or termination for any reason: 4.7.2, 4.15.5, 4.17, 4.20.3, 4.21, 4.24.7, 4.26, 6.3, 6.4, 6.5, 7.0, and 8.0.

Requesting Department Concurrence:

By:  Dated: 4/12/01
C. L. Raffety, Treasurer/Tax Collector
Treasurer/Tax Collector

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Date: April 24, 2001

By: Penny Humphreys
Penny Humphreys, Chair
Board of Supervisors
"County"

ATTEST:
Dixie L. Foote
Clerk of the Board of Supervisors

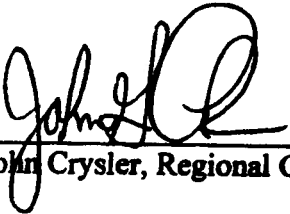
By: Margaret E. Moody Date: April 24, 2001
Deputy Clerk

EDS INFORMATON SERVICES L.L.C.

EDS INFORMATON SERVICES L.L.C.

Date: _____

EDS INFORMATION SERVICES L.L.C.

By:  _____
John Chrysler, Regional Client Executive

Attachment A
IVRU STATEMENT OF WORK

1 DEFINITIONS

For purposes of this Services Agreement, the terms defined below shall have the following definitions:

- 1.1 "Algorithm" shall mean Check Digit Routine provided by the TTC to EDS for use in the IVRU's System to validate the Payment ID Number entered by the Cardholder.
- 1.2 "Authorization" shall mean the approval, by or on behalf of the Credit Card Issuer of a transaction for a merchant or another affiliate bank. Confirmation of Authorization is evidenced by a code provided by the Credit Card Issuer or the issuer's agent.
- 1.3 "Batch Close" shall mean all authorized Payment transactions, including appropriate Returns and Chargebacks, for the period ending 12:30 p.m. Pacific Time (PT) on the current Business Day and beginning 12:31 p.m. PT on the previous Business Day, electronically transmitted to the appropriate Credit Card Acquirer no later than 4:00 p.m. PT on the current Business Day.
- 1.4 "Business Day" shall mean each weekday, Monday through Friday, which is not a holiday of the Federal Reserve System.
- 1.5 "Card Company" shall mean an association, such as Visa U.S.A. Inc. or MasterCard International, Incorporated, or card issuing companies such as Novus and American Express Co. that operates an interchange system for exchanging information, transactions, money and other items on a standardized and consistent basis between member financial institutions with respect to Credit Card payment transactions.
- 1.6 "Cardholder" shall refer to the person or entity issued a Credit Card and a corresponding account by a Card Issuer and whose name is embossed on the front of the Credit Card by the Card Issuer, or a person authorized to use the Credit Card.
- 1.7 "Charge" shall refer to an obligation of a Cardholder arising from a transaction with TTC, which is submitted via the IVRU to EDS for further processing to the Merchant Bank in accordance with the Merchant Services Agreement (Attachment A1) and through a Card Organization's interchange system so that payment may be made to COUNTY, the Convenience Fee made to the Bank of America merchant account established by Credit Card Acquirer for this purpose, and the amount of the Charge added to the Cardholder's account.
- 1.8 "Chargeback" shall mean the dispute of a transaction in accordance with the terms of the Merchant Services Agreement. Such dispute can only be for an amount equal to the amount of the original transaction.
- 1.9 "Check Digit Routine" shall mean an algorithm that validates the TTC Payment ID Number.

- 1.10 "Confirmation Number" shall mean the number provided by EDS*PAY to Cardholder to confirm acceptance and processing of the bill payment transaction.
- 1.11 "Convenience Fee" shall mean a fee charged to Cardholders to make a TTC Credit Card payment using the EDS*PAY pay-by-phone services. The Convenience Fee is a calculated amount based on a Credit Card Acquirer's approved Merchant Processing Fee plus a Teleprocessing Fee as referenced in Attachment B.
- 1.12 "Credit Card" shall mean a VISA-branded, MasterCard-branded or other mutually agreeable Credit Card issued by a financial institution or Card Company in accordance with the rules and regulations of the Card Companies.
- 1.13 "Credit Card Acquirer" shall mean any financial institution, which is a member bank of Visa or MasterCard national bank card associations or a Card Company such as American Express or Novus and provides "merchant bank" acquiring services which enable consumers and businesses to use Credit Cards for making payment or purchasing goods and services from merchants sponsored by Visa and MasterCard merchant financial institutions or Card Company in the case of American Express or Novus.
- 1.14 "Credit Card Issuer" shall mean any financial institution, which is a member bank of Visa or MasterCard national bank card associations and provides Credit Cards to consumers and businesses used to purchase goods and services from merchants sponsored by Visa and MasterCard merchant financial institutions. In the case of American Express and Discover, the Credit Card Issuer is the Card Company itself.
- 1.15 "EDS ELIT" shall mean the EDS communication System that allows COUNTY to access and receive EDS output files and reports provided for in this Services Agreement asynchronously. EDS ELIT is a store and forward network offering value-added service for exchanging information within EDS as well as with other value added networks (VAN).
- 1.16 "EDS*PAY" A merchant bill payment service using an IVRU mode to acquire and process bill payment transactions by a valid Credit Card. The subscribing merchant is notified of all bill payment activity via periodic electronic Remittance Data Files and Financial Reports.
- 1.17 "EDS Services" or "Services" shall refer to all services, work, deliverables, and/or other EDS performance requirements as set forth on Attachment A (Statement of Work).
- 1.18 "EDS System or EDS Systems" shall mean all Systems, except for Systems provided by COUNTY, used by EDS to provide EDS Services hereunder, including without limitation, any improvements, modifications, or enhancements made by EDS to any System.
- 1.19 "Financial Reports" shall mean a file report that includes EDS' Simple Detail and Summary Report, Daily Payment Summary By Card Type Report and Return Detail Report in the format shown in Attachment A3.

- 1.20 "IVRU" (Interactive Voice Response Unit) shall mean an automated touch-tone telephone voice response System, accessible by Cardholders for the initiation of COUNTY Secured, Unsecured or Supplemental Property Tax Payment Requests.
- 1.21 "Merchant Bank" or "Bank" shall refer to those financial institutions or Card Companies which are parties to the agreement(s) -- appended hereto as Attachment AI.
- 1.22 "Merchant Processing Fee" shall mean a fee component of the Convenience Fee representing the related transaction pricing by the Credit Card Acquirer for the provision of merchant accounting services, Credit Card interchange and assessment fees.
- 1.23 "Payment ID Number" shall mean the 17-digit number assigned to each COUNTY tax bill and the one (1) digit installment indicator. This number includes the 11 digit Assessor's Parcel Number, and the six (6) digit tax bill sequence number, plus a one (1) digit installment indicator.
- 1.24 "Payment Request" shall mean a request to pay COUNTY (a "COUNTY Payment Request") or COUNTY's Convenience Fee (a "Convenience Fee Payment Request") that is provided to the EDS*PAY IVRU by a Cardholder.
- 1.25 "Payments" shall mean Credit Card transactions that are processed on an IVRU in which COUNTY Secured, Unsecured or Supplemental Property Taxes are paid by authorizing and processing Charges against Credit Cards.
- 1.26 "Pre-Notification" shall mean an Automated Clearing House ("ACH") entry used to validate the accuracy of the receiver bank account number.
- 1.27 "Remittance" shall mean an amount remitted by a Card Company in connection with payment of COUNTY (a "COUNTY Payment Remittance") or payment of a COUNTY Convenience Fee (a "Convenience Fee Remittance") Transaction.
- 1.28 "Remittance Data Files" shall mean a data file that includes both the summary and detail of all Cardholder initiated Credit Card payment transactions as defined herein this Statement of Work. The format of the Remittance Data File is either an EDI 820 File or the EDS standard flat file.
- 1.29 "Retrieval Request" shall mean requests initiated by a Cardholder or his Credit Card Issuer, for information regarding specific charges to his Credit Card account for the COUNTY bill payment or Convenience Fee.
- 1.30 "Returns" shall mean a TTC's authorized personnel initiated reversal of a Credit Card Charge to a Cardholder's account. Returns will be processed by EDS in accordance with the EDS*PAY security and service operating procedures and in compliance with the requirements of the Merchant Bank agreement, pursuant to the terms herein.
- 1.31 "System or Systems" shall mean the (i) computer programs, including without limitation software, firmware, application programs, operating systems, files and utilities; (ii) supporting documentation for such computer programs, including without limitation input and output formats, program listings, narrative descriptions, operating instructions and procedures, User and training documentation and special forms; and (iii) the tangible

media upon which such programs are recorded, including without limitation chips, tapes, disks and diskettes.

- 1.32 "Teleprocessing Fee" shall mean a fee component of the Convenience Fee representing the IVRU and related transaction pricing for EDS Services.
- 1.33 "Transmission" shall mean the sending of data files and reports between EDS and TTC via EDS ELIT.
- 1.34 "VAN" (Value Added Network) shall mean a store and forward electronic mail boxing service, such as EDS' EDS ELIT network, which can be accessed by modem and which shall provide an automatic dial-in protocol with operator sign-on and password security.

2 GENERAL DESCRIPTION OF EDS*PAY SYSTEM REQUIREMENTS & FUNCTIONS

- 2.1 In general, but subject to the more detailed description of EDS' and COUNTY's obligations elsewhere in this Agreement, the EDS*PAY program provides a means for Cardholders to use Credit Cards to make Secured, Unsecured or Supplemental Property Tax payments owed to COUNTY via an IVRU established by EDS. Cardholders will call the toll-free telephone number in order to request payment to COUNTY by means of a Charge against a Credit Card in accordance with EDS' and COUNTY's procedures. Concurrently, the Cardholder shall be charged the applicable Convenience Fee in connection with using the EDS*PAY Services as described herein. Cardholder Payment Requests are accepted 24 hours a day, 7 days per week except for downtime due to scheduled maintenance.
- 2.2 COUNTY understands and represents that currently there is no applicable state and local use tax to Cardholders purchasing EDS*PAY Services as part of the Convenience Fee charge. If in the event that any such tax does apply, or is applied, EDS, on behalf of COUNTY, shall compute and bill the applicable state and local use taxes to Cardholders purchasing EDS*PAY Services as part of the Convenience Fee charge. COUNTY shall be responsible for providing all information necessary to EDS to perform the tax calculations. COUNTY shall be responsible for remitting the taxes collected to the appropriate jurisdiction in a timely manner. COUNTY shall be responsible for any and all tax collections, remittances, audits, and assessments, inclusive of all taxes, penalties and interest. EDS shall apply the applicable taxes to Cardholders based on a taxability matrix reviewed by COUNTY. COUNTY shall also review the methodology used for determining the location to be used to source all applicable taxes. COUNTY shall provide EDS with a listing of all jurisdiction where COUNTY intends for EDS to calculate and bill taxes on its behalf, and the applicable registration numbers by type of tax and jurisdiction.
- 2.3 Payment Requests processed hereunder will be subject to the appropriate Authorization by the Credit Card Issuer of the Payment Requests, and other policies and security procedures established pursuant to this Agreement or otherwise agreed to in writing by the parties. The IVRU will initiate an on-line Authorization request through the

respective Credit Card Issuer for payment of the COUNTY Secured, Unsecured or Supplemental Property Tax bill and the Convenience Fee amounts. The IVRU will provide a Confirmation Number to the Cardholder if the Payment Request was accepted. If a Payment Request was declined, the IVRU will instruct the Cardholder to contact their Credit Card Issuer or to try to use another Credit Card. Payment to COUNTY will not be processed if payment of the Convenience Fee is not also approved. In addition, EDS, on behalf of COUNTY, at the request of COUNTY, will deny a Credit Card payment based on a prior Chargeback by the relevant Cardholder to or from COUNTY's EDS*PAY stop payment file. EDS shall not process Credit Card transactions manually, except for correcting rejected transactions and processing adjustments.

- 2.4 At 12:30 p.m. PT but no later than 4:00 p.m. PT each Business Day, EDS will submit Batch Close transactions electronically, to the appropriate Credit Card Acquirer on each Business Day in the manner and form required by the Credit Card Acquirer, as described in paragraph 6 below. The Batch Close transactions will affect the Settlement for that Business Day's authorized payment and adjustment transactions between the corresponding Credit Card Issuers and Credit Card Acquirers.
- 2.5 A Financial Reports and Remittance Data File Transmission as described in paragraph 7 below, will be delivered electronically to COUNTY's mailbox on the VAN by 1:30 p.m., but no later than 4:00 p.m. PT each Business Day. The mailboxes shall be accessible by modem and shall provide an automatic dial-in protocol with operator sign-on and password security. COUNTY is responsible for accessing and retrieving information in their mailboxes.
- 2.6 EDS will provide support for COUNTY's customer service staff during EDS*PAY's normal business hours from 5:00 a.m. to 5:00 p.m. PT as described in Section 8 below.

3 TOLL-FREE TELEPHONE ACCESS

- 3.1 EDS will obtain a toll-free telephone number (800, 888, 877, or 866) that EDS shall furnish to the TTC for Cardholders to call. EDS shall configure the telephone number into the IVRU to process the Cardholder calls.
- 3.2 In the event of expiration or termination of this Services Agreement by either party, the TTC may at its option and expense transfer the toll-free telephone number for its own account and use if TTC so chooses.

4 INTERACTIVE VOICE RESPONSE UNIT SCRIPT PROMPTS AND PARAMETERS

- 4.1 All IVRU scripts in use, hereunder, shall be approved by COUNTY prior to implementation.
- 4.2 EDS shall change the following script prompts and parameters upon receipt of written notification from COUNTY:
 - Greeting Message
 - Customer Service Option

- Convenience Fee Calculation
- Payment Verification
- Payment ID Number Entry
- Initial Invalid Payment ID Number Entry
- Final Invalid Payment ID Number Entry
- Invalid Credit Card Number Entry
- High Dollar Bounce Amount Message
- Call Completion Message
- Minimum/Maximum Number of Digits in Payment ID Number
- Check Digit Routine
- Number of Payments per Account, per "X" Number of Days
- Number of Payments per Card, per "X" Number of Days
- High Dollar Bounce Amount
- Promotional Message
- COUNTY's check digit routine used to verify Payment ID Number input
- Credit Card Types (e.g., VISA, MasterCard)

- 4.3 Changes to any of the "customized" script prompts and parameters listed above require a three-week lead-time. With respect to script changes, EDS will respond with the estimated time to make the change in five (5) business days. Any addition, deletion or modification to the script prompts and responses, including the lead time required, and amount of additional compensation, if any, shall be agreed-upon by EDS and TTC in writing only.
- 4.4 EDS shall provide and maintain the IVRU with the script prompts, responses, edit functions and algorithms in accordance with the specifications set forth in Attachment A2. EDS shall ensure the IVRU system accurately records the time a Cardholder begins to initiate a transaction and shall ensure all such time records are reflected on each Remittance Data File and Financial Report provided to TTC.
- 4.5 EDS shall provide the IVRU 24 hours a day, 7 days per week. EDS shall be responsible for all required maintenance of the IVRU. The IVRU and telephone line access provided by EDS will have sufficient capacity to ensure that Cardholders electing to utilize the System have access and do not encounter busy or wait times in excess of one minute. Without limiting the foregoing, EDS shall also use commercially reasonable efforts to ensure that the IVRU is operational annually 98% of the time, and shall use best efforts to ensure that the IVRU is operational 98% of the time from December 1 through December 14 and from April 1 through April 14.
- 4.6 EDS shall provide routine maintenance on the IVRU on days and during times when traffic on the IVRU is expected to be at a minimum. Recognizing that there are two primary Secured, Unsecured or Supplemental Property Tax payment deadlines, EDS shall reschedule or delay any routine maintenance normally scheduled to occur on December 10th or April 10th and the immediately following day, and if December 10th or April 10th occurs on a weekend or holiday, routine maintenance shall not occur on the next business day and the immediately following day.

- 4.7 In the event the IVRU System is not functioning, EDS shall play a message to inform the Cardholder caller that the System is down and to provide the time (Central Time) that the IVRU is expected to be functional.

5 CREDIT CARD TRANSACTION PROCESSING

- 5.1 EDS shall be and shall continue to be certified by Bank of America (BA) for Credit Card processing during the life of this Services Agreement, including any agreed upon extensions of this Services Agreement. EDS shall process all Credit Card transactions in accordance with its processing agreement with BA.
- 5.2 EDS shall ensure that the EDS Services provided under this Services Agreements are in conformity with the TTC's merchant responsibilities as set forth in the applicable terms and conditions of the BA merchant agreement in Attachment A1.
- 5.3 EDS shall create a separate Charge for the Convenience Fee to be included in the same Credit Card transaction settlement file as the related Charge for the Secured, Unsecured or Supplemental Property Tax payment so as to have both Charges reflected on the Cardholder's statement from the Card Issuer on the same transaction date. The Convenience Fee shall be deposited into the Credit Card Acquirer's Credit Card Convenience Fee account at Bank of America and reflected on the Credit Card Acquirer's merchant statement in accordance with the Credit Card Acquirer's Merchant Bank agreement and the Secured, Unsecured or Supplemental Property Tax payment shall be deposited into the COUNTY's designated bank account and reflected on the TTC's merchant statement in accordance with TTC's Merchant Bank agreement(s).

6 CREDIT CARD BATCH CLOSE PROCESSING

- 6.1 Once each Business Day, EDS will submit Batch Close transactions electronically to the appropriate Credit Card Acquirer no later than 4:00 p.m. PT that same day, in the manner and form required by the Credit Card Acquirer.
- 6.2 The Credit Card Acquirers will be responsible to settle via ACH with the COUNTY's designated depository account in accordance with TTC's Merchant Bank agreement after which EDS has electronically submitted to the appropriate Credit Card Acquirer Batch Close transactions in the manner and form prescribed by the Credit Card Acquirer.
- 6.3 EDS does not guarantee collection or timely receipt of Remittances of funds from the Credit Card Issuers. EDS shall be responsible for timely Batch Close processing and submission of transactions for settlement with the Credit Card Acquirers. In the event EDS fails to complete the Batch Close by 4:00 p.m. PT, EDS shall immediately notify TTC's Project Manager and shall use best efforts to electronically submit the Batch Close to the appropriate Credit Card Acquirer no later than 4:00 p.m. PT the following Business Day.

7 FINANCIAL REPORTS AND REMITTANCE FILE DELIVERY

- 7.1 EDS shall provide TTC authorized personnel with access to their EDS ELIT Asynchronous Communications (EDS ELIT) network to retrieve electronic Financial

Reports and Remittance Data Files. EDS shall provide the following to allow TTC access to and use of EDS ELIT:

- 7.1.1 EDS shall provide a unique address (EDS ELIT Location Code) for TTC's mailbox ID to identity TTC to the EDS ELIT network. The Location Code shall be provided to authorized TTC staff.
- 7.1.2 EDS shall provide communication access via any communication software that emulates TTY, ANSI, VT100, or VT102 and supports XMODEM file transfer protocol for exchanging documents.
- 7.1.3 TTC shall be permitted to use any computer system (PC, UNIX -Based, Mainframe, etc.) that meets the EDS ELIT network's communication software, protocol and modem requirements.
- 7.1.4 The EDS ELIT network shall support modem speeds of 1200 bits per second up to 14.4 kilo bits per second on a switched line.
- 7.2 EDS shall electronically deliver to TTC's mailbox through the EDS ELIT network a daily Financial Report file. The Financial Report file shall contain EDS' Simple Detail and Summary Report and Daily Payment Summary By Card Type Report and Return Detail Report in the format shown in Attachment A3 and described below. Daily transmission will be made even when the IVRU received no transaction and the reports indicate zero (0) dollar transactions.
 - 7.2.1 Simple Detail and Summary - These daily files reflect the detail and totals of all Credit Card payments processed by EDS. The files shall include but not be limited to: Cardholder's COUNTY Payment ID Number, payment amount, payment type, date and time of the payment, Credit Card type used, Confirmation Number, Convenience Fee amount.
 - 7.2.2 Daily Payment Summary By Card Type - These daily files reflect the daily totals of all Credit Card and COUNTY Settlement transactions processed by EDS and submitted for settlement to the corresponding Card Companies; on behalf of COUNTY. The files shall include but not be limited to payment amount, number of payments, Credit Card type, and method of payment processed through each Business Day.
 - 7.2.3 Return Detail - These daily files reflect the account detail and daily totals of all COUNTY initiated Returns and Credit Card Issuer Chargebacks received by the Credit Card Acquirer and processed by EDS. The files shall include but not be limited to: Cardholder's COUNTY Payment ID Number information, payment amount, Credit Card type, method of payment, Return or Chargeback code, original payment date, and Confirmation Number.
- 7.3 EDS shall electronically transmit to TTC's EDS ELIT Location Code the file Financial Reports, after Batch Closing processing, by 1:30 p.m. PT, but no later than 4:00 p.m. PT. Financial Reports shall be delivered daily, even when no transactions are processed on the IVRU. Financial Reports shall remain in TTC's mailbox until retrieved by authorized TTC staff. Financial Reports may be purged by EDS if not retrieved within 10 calendar days by TTC. The first Financial Reports file delivered by EDS into the

mailbox will be the first file that TTC will receive when the mailbox contents are downloaded.

- 7.3.1 EDS shall maintain Financial Reports file backup records for a period of no less than seven (7) years. EDS shall reload Financial Reports files requested by TTC that were created within the last 30 days within one (1) Business Day of TTC's request. EDS will use their best effort to timely reload Financial Reports files created more than 30 days prior to TTC's request.
- 7.4 EDS shall electronically deliver to TTC's mailbox through the EDS ELIT network a Remittance Data File. The Remittance Data File shall be in the format and layout as shown in Attachment A4. Daily Remittance Data Files will not be transmitted for business days when the transaction batch received by EDS from the IVRU has no transactions.
 - 7.4.1 EDS shall electronically deliver a Remittance Data File, every Business day, to TTC's mailbox through the EDS ELIT network. The Remittance Data File will be delivered, after Batch Closing processing, by 1:30 p.m. PT, but no later than 4:00 p.m. PT. Remittance Data Files will remain in TTC's mailbox until retrieved by authorized TTC staff. Remittance Data Files may be purged by EDS if not retrieved within 10 calendar days by TTC. The first Remittance Data File delivered by EDS into the mailbox will be the first file that TTC will receive when the mailbox contents are downloaded.
 - 7.4.2 EDS shall maintain backup Remittance Data File records for a period as required by state law, statutes and/or federal regulations, but in no event not less than seven (7) years. EDS shall reload Remittance Data Files requested by TTC that were created within the last 30 days within one (1) Business Day of TTC's request. EDS will use commercially reasonable effort to timely reload Remittance Data Files created more than 30 days prior to TTC's request.
- 7.5 TTC Responsibilities - TTC is responsible for obtaining:
 - 7.5.1 Hardware (PC, UNIX-Based, Mainframe, etc.)
 - 7.5.2 Communication Software
 - 7.5.3 Communication Link (Modem and Telephone Line)
 - 7.5.4 TTC will notify EDS of any patent errors, deficiencies, or irregularities reflected in the daily reports or Remittance Data Files within ten (10) Business Days from the date that such error, deficiencies, or irregularities are discovered. Notwithstanding the foregoing time limit, TTC shall promptly inform EDS of any latent errors, deficiencies or irregularities that TTC discovers. Failure to so reject any report containing such information shall constitute acceptance thereof.
 - 7.5.5 TTC is responsible for retrieving and posting the remittance files to the TTC's system.
 - 7.5.6 TTC will comply with (i) all state and federal laws and regulations which affect the pay-by-phone services, (ii) its applicable Merchant Bank agreement(s) and (iii) the terms and provisions of this Services Agreement.

- 7.6 EDS ELIT Customer Support - Notwithstanding the provisions of Section 8 below, Customer Service, EDS shall provide off-site customer support 24 hours a day, 7 days a week with highly trained individuals who have the ability to answer questions and resolve the problems that are related to the EDS ELIT Asynchronous Communication System.
- 7.7 EDS ELIT Asynchronous Communications User's Guide - EDS shall provide TTC with a User's Guide to access and use their EDS ELIT network. Updates and changes to the User's Guide shall be provided by EDS forty-five (45) Business Days prior to the effective date of any such updates and/or changes at the addresses set forth in Section 4.19 of the Standard Terms and Conditions included herein.

8 CUSTOMER SERVICE

- 8.1 EDS shall provide support for COUNTY's customer service staff during EDS*PAY's normal business hours from 5:00 a.m. to 5:00 p.m. PT. Except where a shorter time period is required by this Agreement, EDS shall make a commercially reasonable attempt to respond to all COUNTY inquiries within twenty-four (24) hours after notification or by the next Business Day, unless such other time frame is mutually agreed upon by the respective Project Managers.

9 RETRIEVALS, CHARGEBACKS, and RETURNS

- 9.1 On behalf of COUNTY, EDS shall provide adjustment services for the handling of Credit Card Retrieval Requests, Chargebacks, and Return items within the time frame(s) required by the Merchant Bank agreement.
- 9.2 Upon receipt of a Retrieval Request, EDS shall provide information, reasonably required, to satisfy the Retrieval Request. TTC shall furnish a copy of the substitute tax bill or the information thereon when requested by EDS. TTC shall respond to such requests within one Business Day, by telephone or FAX as requested by EDS.
- 9.3 EDS shall return the completed Retrieval Request to the Credit Card Acquirer in accordance with the Merchant Bank agreement.
- 9.4 If the Credit Card Issuer and/or Cardholder elect to charge back the transaction, the Credit Card Issuer will send a Chargeback notice through the appropriate Card Company to the Credit Card Acquirer. The Credit Card Acquirer will deliver the Chargeback notice to EDS, on behalf of the COUNTY, for further processing.
- 9.5 EDS shall receive and process all Chargeback transactions as presented by the Credit Card Acquirer and as initiated by the Card Issuers. EDS shall validate that the Chargeback transaction matches the original Charge transaction. EDS shall monitor and verify that only one Chargeback for the matching Charge amount is permitted against the original Charge. In the event of a Chargeback of the full Secured, Unsecured or Supplemental Property Tax payment amount, matching the original Payment entered into the IVRU by the Cardholder, a Return of the Convenience Fee shall be similarly processed and if appropriate debited to the Credit Card Acquirer's Credit Card Convenience Fee account at Bank of America for the Chargeback amount.

- 9.6 EDS shall detail on the daily Financial Reports and Remittance Date File provided by EDS to the COUNTY the processed Chargeback transaction(s) provided by the Credit Card Acquirers for settlement by the Credit Card Acquirer in two (2) Business Days.
- 9.7 In accordance with the Credit Card Acquirer's merchant agreement, the COUNTY remains financially responsible for all Chargeback transaction amounts, whenever the Chargeback transaction occurs. Chargebacks can be processed up to nine months after the original transaction date. This remains in effect even if COUNTY is not using the EDS*PAY service when a Chargeback occurs. In the event COUNTY does not use the EDS*PAY service at the time of a Chargeback, EDS will provide the corresponding Credit Card Acquirer with the supporting Chargeback detail so that it can settle with the COUNTY for the amount of the Chargeback. Invoice for the Chargeback is to be paid upon receipt.
- EDS can, at COUNTY's option, provide security to block the use of a Credit Card or COUNTY Payment ID Number that has been involved in a previous Chargeback situation.
- 9.8 Subject to mutually established security controls, EDS shall provide telephone access to TTC authorized personnel between the hours of 5:00 a.m. to 5:00 p.m. PT each Business Day, to assist TTC with the processing of a Return when the TTC has determined that a Cardholder is entitled to receive it.
- 9.9 If an original Charge is returned by TTC for the full amount of a Secured, Unsecured or Supplemental Property Tax payment made under the terms of this Services Agreement, EDS shall create a separate Return for the Convenience Fee to be included in the same Credit Card transaction settlement file as the related Return initiated by TTC so as to have both Returns reflected on the Cardholder's statement from the Card Issuer on the same transaction date. In the event a Charge is returned in less than the full amount, the Convenience Fee shall not be returned. The ACH settlement for the Returned Convenience Fee shall be made to the Credit Card Acquirer's Credit Card Convenience Fee account at Bank of America.
- 9.10 EDS shall ensure that Credit Card numbers or TTC's bank account number that EDS personnel have access to when involved in a Retrieval Request/Chargeback situation is kept confidential and not disclosed unless done so to comply with requirements of TTC's Merchant Bank agreement(s).

10 ENHANCEMENT REQUESTS

- 10.1 TTC may request, in writing, enhancements or functionality changes to the EDS System. EDS will acknowledge, in writing, the TTC's request within five (5) working days of receipt of such request for enhancement or change. EDS will respond to TTC's request for enhancement or changes not later than the thirtieth (30th) calendar day following receipt of such request. Provided EDS agrees to provide such services, EDS' response will include: (i) any additional costs associated with the proposed enhancements or changes, (ii) a schedule for development and implementation and, (iii) any limitations or exclusions related to these enhancements or changes. Following receipt of EDS'

response, the parties will negotiate (as required) any additional terms and conditions required for implementation of the enhancements or charges. A written approval for enhancement or change is required by the TTC prior to work beginning on enhancement or change.

- 10.2 EDS shall provide TTC at least forty-five (45) days (or less if agreed) advance written notice of any changes and/or enhancements that may directly affect TTC's ability to use the EDS Services.

11 AUTHORIZED TTC STAFF

The names and appropriate passwords or signature specimen, of the personnel authorized to act with regards to processing Returns under this Services Agreement will be provided to EDS under separate cover signed by the TTC or TTC designee.



Business Information

C. L. Raffety, Treasurer-Tax Collector
Business Name (Include dba if applicable)

Name and phone number of primary contact (530) 621-5803

(530) 621-5800 (530) 642-8870

Business phone # FAX #

360 Fair Lane
Physical business street address (No P.O. Boxes)

Placerville CA 95667

City State Zip

(same)
Mailing address (P.O. Boxes okay)

City State Zip

Type of Business
 Sole Proprietorship General Partnership Limited Partnership
 Corporation Limited Liability Company Other **Government**

Type of goods/services sold **Property taxes**

When was business established (MY)? **1850**

How long has current owner owned this business? **1985**

Business Site Retail Storefront Private Residence
 Office Suite Other **Government office**

How long at this location? **1976** Number of locations **1**

Refund Policy
 No Refund Refund in 30 days or less
 Merchandise exchange only Other

94-6000511
Federal Taxpayer ID

Owner's Name	% of Ownership	Owner since (MY)	Residence Address	City	State	Zip code	Social Security Number
N/A							

Name of Financial Institution	Account Type	Account Number	Transit Routing Number	Length of Relationship
Bank of America	Business Checking	14893-50167	121000358	8 years

Please refer to section 1. Bank fees are shown for business full coverage of this application. Fees to the account or credit to the deposit funds unless you tell us otherwise.

Processing Information

Total projected monthly sales \$ **8,700,000.00**
 Projected monthly Visa/MasterCard credit card sales \$ **50,000.00**
 Average credit card transaction \$ **610.00**
 % of transactions not swiped **100** %

Have you accepted credit cards before?
 Yes No If yes: Name of previous processor **N/A**
 If BA, 16-digit merchant I.D. **N/A**

% Mail/Phone Order Credit Card Sales **100** %
 Is a fulfillment house used? Yes No N/A
 If yes, Name _____
 Address _____
 Phone # _____

Processing/Equipment Options

Electronic Authorization and Deposit Paper Deposit **N/A**

Terminal # _____ Model _____ Cost _____ Buy _____
 Please reprogram my own equipment:
 Terminal # _____ Model _____ Cost _____ Buy _____
 Printer _____
 If restaurant, does merchant need terminal that can be adjusted for tips?
 Yes No

Send set-up kit to: Merchant Branch
 Printer _____
 Pin Pad _____
 Imprinter **N/A**

Payment Options

Visa/MasterCard Credit Cards Diners Club/Carre Blanche Discover Card/NOVUS Card Brands Check Guarantee Express Payment Service Supermarket Incentive Program
 American Express Card Debit Card Travel and Entertainment Services Preauthorized Health Care

EL DORADO COUNTY SAMPLE SCRIPT

System requests on script are italicized.

Optional prompts are asterisked ().*

Prompts are bold.

Msg. 0 - Greeting message – Thank you for calling the automated credit card tax payment service that allows you to pay your El Dorado County taxes. You may pay your bill using Visa, MasterCard, American Express or Discover. There is a convenience fee payable to the Third Party Service Provider for the use of this service. Please have your bill number, parcel number and the amount of your installment available.

If you are calling to make a payment, press 1. If you are calling for a calculation of your convenience fee, press 2. If you are calling to verify your credit card transaction, press 3.

**If caller enters 1 – There is a convenience fee to use this service.
Then go to Prompt #514.**

If caller enters 2 – Please enter the amount you wish to pay in dollars and cents, followed by the pound sign.

**The convenience fee for a payment amount of \$ _____ would be \$ _____.
To pay this amount, press 1.**

Caller does not need to enter amount again, goes to entering account and card information.

To end this call, press 2.

If caller enters 3 – Go to Prompt #525 (Prompt 525 asks you to enter your 11 digit parcel number).

Prompt #514 - We accept Visa, MasterCard, American Express and Discover Credit Cards.

*** Msg. 30 – The convenience fee is not refundable.**

To pay the first installment of your current secured or supplemental tax bill, press 1. To pay the second installment of your current secured or supplemental tax bill, press 2. To pay both installments of your current secured or supplemental tax bill, press 3. To pay your current unsecured tax bill, press 4.

If the entry is not recognized:

We're sorry, that is an invalid selection, please try again.

After third attempt:

Goes to Good-bye message and hangs up.

FIRST ACCOUNT NUMBER PROMPT -

For secured bills, please enter your 6-digit bill number followed by the pound key. For supplemental bills, please enter the 4-digit year and 6-digit bill number followed by the pound key.

If the entry is not recognized:

We're sorry, that bill number is not valid, please try again.

SECOND ACCOUNT NUMBER PROMPT:

Please enter your 11-digit parcel or unsecured account number that appears on your tax bill followed by the pound key.

If the entry is not recognized:

We're sorry, that parcel or unsecured account number is not valid, please try again.

After third attempt:

We're sorry you are having difficulty, please call the Tax Collector's Office at 530-621-5800 during regular business hours for assistance.

If customer has used the system before and is within the maximum number of times the following message is played: Prompt # 555/655 - *Our records indicate that you made a payment of _____ on _____. To make another payment, press 1, to end this call, press 2. If customer presses 2, the call is ended.*

Prompt # 569/566/567/570 - If customer has used service more than the allowed times set by customer the following message is played:

Our records indicate that this account has been charged 6 times in the last day for this service. For security purposes, this account may not be paid again during this period using this service.

Prompt # 588 is played if customer is on the Negative file: *We cannot process your transaction. The call is then ended.*

Prompt # 521/520 - *Please enter your credit card number, followed by the pound sign.*

If customer enters an incorrect number the following (msg. 4) is played:

We're sorry, but that card number is not recognized.

If customer makes 3 attempts, the call is ended.

If the credit card type the customer enters is invalid:

Attachment A2

Prompt # 514 - *We accept only Visa, MasterCard, American Express and Discover (Credit Card Types)*

Prompt # 565 - *If customer has used the card more than the allowed number of times, the following message will be played: Our records indicate that this card has been used 6 times in the last 24hrs for this service. For security purposes, this card may not be used. To enter a different card press 1, or, to end this call, press 2.*

If customer enters 2, call is ended.

If customer enters 1, customer goes to prompt 521.

Prompt # 535 - *Please enter the four-digit month and year expiration date as it appears on your credit card, followed by the pound sign now.*

If customer enters less than 4 digits, the following message plays:

Prompt # 540 - *We don't recognize that entry. Please try again.*

If month/year is earlier than the current day, the following message is played:

Prompt # 533 - *Your entry indicates that your credit card has expired. Press 1 to re-enter the expiration date; or Press 2 to try another card or, Press 3 to end this call. If caller selects 3, call is ended. If caller selects 2, call resumes at Prompt # 521. If caller selects 1, call resumes at Prompt # 535.*

Prompt # 572 - *Please enter the 5-digit zip code of the billing address for this credit card, followed by the pound sign.*

Prompt # 540 - *Please enter the amount you wish to pay in dollars and cents, followed by the pound sign now.*

If customer doesn't enter the pound sign, Prompt # 545 is played: Remember you must hit the pound key (#) at the right of the zero button, following our entry. Please re-enter your payment amount in dollars and cents followed by the pound sign now.

After 3 errors, Prompt # 513 is played: You are still having trouble. Please check your information and try again later. The call is then ended.

If the amount entered is zero Prompt # 503 is played: Please enter a non-zero amount.

If the amount is greater than the high dollar amount set by client, Prompt #571 is played: For security reasons, payments using this service may not exceed \$15,000.00. Please contact customer service at 530-621-5800 during regular business hours for assistance.

Prompt # 560/561/562/585 - *The last four (4) digits of your (VISA, MasterCard, American Express or Discover) card are _____. This account will be charged \$ _____ plus a \$ _____ convenience fee.*

Attachment A2

Prompt # 550 - *To complete this transaction and receive your confirmation number, press 1 now. To use a different card, press 2. To change your payment amount, press 3. To cancel this transaction, press 4.*

If caller selects 4, call is ended.

If caller selects 3, call resumes at Prompt # 540.

If caller selects 2, call resumes at Prompt # 521.

If caller selects 1, confirmation number is provided.

Your confirmation number is important. Please keep it as proof of your payment.

Prompt # 551 is played every 15 seconds until confirmation number is ready: *Get ready to write down your confirmation number.*

Prompt #554 is played if the host or the system is down: *We're sorry, for technical reasons we're not able to process your transaction at this time. Please try again later. Then the call is ended.*

The following Prompts # 522/574/575/576 are played if the transaction is completed: *Your confirmation number is _____.* To end this call press 1. To charge an additional account, press 2. To repeat the confirmation number, press 3.

If caller selects 1, call is ended.

If caller selects 2, call resumes at *Msg. 0.*

If caller selects 3, repeat Confirmation Prompts (522/574/575/576).

If credit card transaction is not successful, **Prompt # 531** is played, *The credit card account you have entered does not appear to be eligible for a transaction at this time. Contact your credit card issuer or press 1 to try another card or; press 2 to end this call.*

If caller selects 2, call if ended.

If caller selects 1, call is directed to Prompt #521 (Credit Card Entry)

Whenever calls are ended a customized message (*msg. 5*) is played: *Thank you for using the automated credit card tax payment system. Good-bye.*

Attachment A3
Sample Detail and Summary Report and Daily Payment Summary by Card Type Report and Return Detail Report

Sample Report

Report: SPMTDET2

USA Company
EDS*PAY - Bill Payment Services
Payment Detail

1/2/1999

Account Number	Auth. Code	Payment Amount	Consumer Paid Fee	Client Paid Fee	Payment Date	Payment Time	Card Type
12345678901234500000	523456	\$ 8.38	\$ 5.95	\$ 0.00	7/1/99	7:01:18 AM	VIS
12345678901234500000	456455	\$ 345.80	\$ 0.00	\$ 5.95	7/2/99	8:01:18 AM	VIS
12345678901234500000	456546	\$ 200.00	\$ 5.95	\$ 0.00	7/3/99	9:01:18 AM	VIS
Total VISA Payments:	3	\$ 554.18	\$ 11.90	\$ 5.95			
12345678901234500000	787688	\$ 450.00	\$ 5.95	\$ 0.00	7/4/99	10:01:18 AM	MST
12345678901234500000	897856	\$ 12.50	\$ 5.95	\$ 0.00	7/5/99	11:01:18 AM	MST
Total MASTERCARD Payments:	2	\$ 462.50	\$ 11.90	\$ 0.00			
12345678901234500000	546145	\$ 759.00	\$ 5.95	\$ 0.00	7/6/99	12:01:18 PM	DSC
12345678901234500000	235577	\$ 345.95	\$ 5.95	\$ 0.00	7/7/99	1:01:18 PM	DSC
Total DISCOVER Payments:	2	\$ 1,104.95	\$ 11.90	\$ 0.00			
12345678901234500000	235577	\$ (345.95)			7/7/99	1:01:18 PM	REF
Total REFUNDS:	1	\$ (345.95)					
Total Payments:	7	\$ 2,121.63	\$ 35.70	\$ 5.95			
Total Net Amount:	8	\$ 1,775.68	\$ 35.70	\$ 5.95			

Attachment A4 - 820 Remittance File, Standard File Layout

EDS*PAY

820 REMITTANCE

**STANDARD FILE
LAYOUT**

OVERVIEW

The following pages reflect the 820 standard flat file.

COMMUNICATION REQUIREMENTS

The client's 820 standard file will be sent to their mailbox residing on the EDS 'ELIT' network under the ELIT filename of PHONE820T (test) or PHONE820P (production). The client will have the option of dialing into the EDS network (Async or Bisync) to pickup their file or use a Value Added Network (VAN) to interconnect with the EDS network.

FILE CHARACTERISTICS

The 820 standard file will contain 250 character fixed blocked record.

HEADER LEVEL

RECORD '010' - BEGINNING RECORD FOR REMITTANCE ADVICE / PAYMENT ORDER (Mandatory)

	Client Destination	Pos	Len	Picture	Value	Definition
		1	3	X(03)	'010'	RECORD CODE
BPR01		4	1	X(01)	'I' - Remit Only	TRANSACTION HANDLE CD 'C' Remit and Payment 'I' Remit Only 'X' Handling Party's option to split Payment / Remittance
BPR02		5	17	X(17)	0000000001240.55 -0000000001240.55	MONETARY AMOUNT (RIGHT JUST ZERO FILL)
BPR03		22	1	X	'C' - Credit	DEBIT / CREDIT FLAG 'C' - Credit or 'D' - Debit
BPR04		23	3	X(03)	'ACH'	PAYMENT METHOD CODE 'ACH' - Automated Clearing House
BPR05		26	10	X(10)	'CCP'	PAYMENT FORMAT CODE 'CTX' or 'CCP'
BPR06		36	2	X(02)	01	ODFI ID NUMBER QUALIFIER
BPR07		38	12	X(12)	021000021 (EDS's Settlement Bank)	Bank's (ABA) ODFI ID NUMBER (LEFT JUST SPACE FILL)
BPR08		50	2	X(02)	'DA'	ACCOUNT NUMBER QUALIFIER 'DA' - Demand Deposit
BPR09		52	35	X(35)	323211488	EDS's ACCOUNT NUMBER (LEFT JUST SPACE FILL)
BPR10		87	10	X(10)	1751093604	ORIGINATING COMPANY ID EDS' IRS Number
BPR11		97	9	X(9)		ORIGINATING COMPANY CD
BPR12		106	2	X(2)	01	RDFI ID NUMBER QUALIFIER
BPR13		108	12	X(12)		Client's RDFI ID NUMBER
BPR14		120	2	X(02)	'DA'	ACCOUNT NUMBER QUALIFIER
BPR15		122	35	X(35)		Client's ACCOUNT NUMBER
BPR16		157	6	X(06)	YYMMDD	EFFECTIVE ENTRY DATE (Settlement Date)
BPR17		163	3	X(3)	'VEN'	BUSINESS REASON FOR PAYMENT
		166	85	X(85)		FILLER

Note(s)

(BPR06 - BPR09) - Represents the settlement bank's ABA routing number and the EDS account number.

(BPR12 - BPR15) - Represents the client's bank ABA routing number and their bank account number.

**RECORD '020' - TRACE NUMBER
(Mandatory)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(08)	'020'	RECORD CODE
TRM01	4	2	X(02)	'1'	TRACE TYPE CODE (LEFT JUST SPACE FILL)
TRM02	6	30	X(30)		TRACE NUMBER AAANNNNNNYYYYMMDDXXX AAA - Origination Point NNNNN - Numeric Client ID YYYY - Year MM - Month DD - Day XXX - Sequence Number (LEFT JUST SPACE FILL)
TRM03	36	10	X(10)	1751093604	ORIGINATING COMPANY ID NXXXXXXXXX N - ANSI ID Code Designator (1 - IRS No.) (3 - DUNS No.) (9 - User assigned number) XXXXXXXXXX - ID number
	46	205	X(205)	SPACES	FILLER

**REF SEGMENT - REFERENCE
(Optional)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(08)	'030'	RECORD CODE
REF01	4	2	X(02)		REF NUMBER QUALIFIER
REF02	6	30	X(30)		REFERENCE NUMBER (LEFT JUST SPACE FILL)
REF03	36	80	X(80)		FREE-FORM DESCRIPTION
	116	135	X(135)	SPACES	FILLER

*Note - EDS*PAY will use the reference segment(s) to send a variety of Client specific data. An example of such a requirement was a Cash Collection Center (REF01 = AA, REF02 = ED15) in their remittance data.*

**RECORD '035' - DATE/TIME
(Mandatory)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(08)	'035'	RECORD CODE
DTM01	4	3	X(08)	'09'	REF NUMBER QUALIFIER
DTM02	7	6	X(06)	950501	TRANSACTION CREATION DATE (YYMMDD)
DTM03	13	6	X(06)	1830	TRANSACTION CREATION TIME (HHMMSS)
	19	232	X(232)	SPACES	FILLER

**RECORD '040' - PAYEE NAME
(Mandatory)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'040'	RECORD CODE
N101	4	2	X(02)	'PE'	ENTITY ID CODE
N102	6	35	X(35)	PAYEE NAME	NAME (CLIENT) (LEFT JUST SPACE FILL)
N103	41	2	X(02)	'91'	ID CODE QUALIFIER
N104	43	17	X(17)	EDS*PAY'S CLIENT ID NO.	IDENTIFICATION CODE (LEFT JUST SPACE FILL)
	60	191	X(191)	SPACES	FILLER

**RECORD '045' - ADDITIONAL NAME
(Optional)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'045'	RECORD CODE
N201	4	35	X(35)		ADDITIONAL NAME (LEFT JUST SPACE FILL)
N202	39	35	X(35)		ADDITIONAL NAME (LEFT JUST SPACE FILL)
	74	177	X(177)	SPACES	FILLER

**RECORD '050' - ADDRESS INFORMATION
(Optional)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'050'	RECORD CODE
N301	4	35	X(35)	PAYEE'S ADDRESS	ADDRESS (LEFT JUST SPACE FILL)
N302	39	35	X(35)		ADDITIONAL ADDRESS (LEFT JUST SPACE FILL)
	74	177	X(177)	SPACES	FILLER

**RECORD '055' - GEOGRAPHIC LOCATION
(Optional)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'055'	RECORD CODE
N401	4	30	X(30)	PAYEE'S CITY	CITY NAME (LEFT JUST SPACE FILL)
N402	34	2	X(02)	PAYEE'S STATE	STATE / PROVINCE
N403	36	9	X(09)	PAYEE'S POSTAL CODE	POSTAL CODE (LEFT JUST SPACE FILL)
	45	206	X(206)	SPACES	FILLER

**RECORD '040' - PAYER NAME
(Mandatory)**

	Client Destination	Pos.	Len	Picture	Value	Definition
		1	3	X(03)	'040'	RECORD CODE
N101		4	2	X(02)	'PR'	ENTITY ID CODE
N102		6	35	X(35)	PAYER NAME	NAME See Note(s) (LEFT JUST SPACE FILL)
N103		41	2	X(02)	'91'	ID CODE QUALIFIER
N104		43	17	X(17)	EDS/PAY transaction type code	IDENTIFICATION CODE See Note(s) (LEFT JUST SPACE FILL)
		60	191	X(191)	SPACES	FILLER

*Note(s) -
N102 and N104 - See Payer Name / Code Table*

DETAIL LEVEL

INDIVIDUAL CONSUMER PAYMENT / RETURN LOOP

The Payment Loop consists of the following records:
Records 070, 075, 180, 190, and 195

**RECORD '070' - INDIVIDUAL PAYMENT / RETURN ASSIGNED I.D. NUMBER
(Mandatory)**

	Client Destination	Pos	Len	Picture	Value	Definition
		1	3	X(03)	'070'	RECORD CODE
ENT01		4	6	X(06)		ASSIGNED NUMBER (Sequential number starting with 1. There will 1 ENT loop for each consumer.)
ENT02		10	2	X(02)		ENTITY ID CODE
ENT03		12	2	X(02)		ID CODE QUALIFIER
ENT04		14	17	X(17)		ID CODE (LEFT JUST SPACE FILL)
		31	220	X(220)	SPACES	FILLER

**RECORD '075' - CONSUMER NAME
(Optional)**

	Client Destination	Pos	Len	Picture	Value	Definition
		1	3	X(03)	'075'	RECORD CODE
N101		4	2	X(02)	'PR'	ENTITY ID CODE
N102		6	35	X(35)	CONSUMER NAME	NAME (LEFT JUST SPACE FILL)
N103		41	2	X(02)		ID CODE QUALIFIER
N104		43	17	X(17)		IDENTIFICATION CODE (LEFT JUST SPACE FILL)
		60	191	X(191)	SPACES	FILLER

**RECORD '180' - REMITTANCE REFERENCE
(Mandatory)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'180'	RECORD CODE
RMR01	4	2	X(02)	See Notes	REFERENCE NUMBER QUAL
RMR02	6	30	X(30)	See Notes	REFERENCE NUMBER (LEFT JUST SPACE FILL)
RMR03	36	2	X(02)	See Notes	PAYMENT ACTION CODE
RMR04	38	17	X(17)	0000000004567.57 -000000004567.57 000000000000000	AMOUNT PAID (RIGHT JUST ZERO FILL)
RMR05	55	17	X(17)	0000000004567.57 -000000004567.57	AMOUNT INVOICED (RIGHT JUST ZERO FILL)
RMR06	72	17	X(17)	BLANKS	DISCOUNT AMOUNT
	89	62	X(62)	SPACES	FILLER

Note(s) - See Attached Matrix for RMR values

RMR04 - Contains the total amount that was paid. This field will contain zeroes for Decline transactions.

RMR05 - Contains the total amount that was invoiced. This field will only contain an amount for Decline transactions.

(Decline transactions are EDS*PAY payment calls that were not processed to completion on the VRU)

**RECORD '190' - REFERENCE NUMBER
(Mandatory)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'190'	RECORD CODE
REF01	4	2	X(02)	'1Z'	REF NUMBER QUALIFIER '1Z' - Financial Detail Code
REF02	6	30	X(30)	Blanks	
REF03	36	80	X(80)	See Note	FREE-FORM DESCRIPTION PAYMENT TYPE
	116	135	X(135)	SPACES	FILLER

Note(s) - See Attached Matrix for REF values

**RECORD '190' - REFERENCE NUMBER
(Mandatory)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'190'	RECORD CODE
REF01	4	2	X(02)	'EM'	REF NUMBER QUALIFIER
REF02	6	30	X(30)	See Note	CONFIRMATION NUMBER (LEFT JUST SPACE FILL)
REF03	36	80	X(80)	Blanks	FREE-FORM DESCRIPTION
	116	135	X(135)	SPACES	FILLER

Note(s) - See Attached Matrix for REF values

This segment will not be sent to the client for the Declines transactions.

**RECORD '190' - REFERENCE NUMBER
(Optional)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'190'	RECORD CODE
REF01	4	2	X(02)	'1Q'	REF NUMBER QUALIFIER '1Q' - Error Identification Code
REF02	6	30	X(30)	Blanks	
REF03	36	80	X(80)	See Note(s)	FREE-FORM DESCRIPTION Error Reason
	116	135	X(135)	SPACES	FILLER

Note(s) - Used in Return and Decline transactions only. See Attached Matrix for REF values

**RECORD '190' - REFERENCE NUMBER
(Optional)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'190'	RECORD CODE
REF01	4	2	X(02)	'BB'	REF NUMBER QUALIFIER 'BB' - Authorization (code) number
REF02	6	30	X(30)	See Note(s)	
REF03	36	80	X(80)	Blanks	FREE-FORM DESCRIPTION
	116	135	X(135)	SPACES	FILLER

Note(s) - Used in Return transactions only to provide client with authorization code.

**RECORD '190' - REFERENCE NUMBER
(Optional)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'190'	RECORD CODE
REF01	4	2	X(02)	'SM'	REF NUMBER QUALIFIER 'SM' - Sales Office Number
REF02	6	30	X(30)	See Note(s)	
REF03	36	80	X(80)	Blanks	FREE-FORM DESCRIPTION
	116	135	X(135)	SPACES	FILLER

Note(s) - Used to provide client with Office code.

**RECORD '195' - DATE/TIME REFERENCE
(Mandatory)**

Client Destination	Pos	Len	Picture	Value	Definition
	1	3	X(03)	'195'	RECORD CODE
DTM01	4	3	X(03)	'055'	REF NUMBER QUALIFIER '055' - Confirmation Date & Time '097' Transaction Date & Time
DTM02	7	6	X(06)	See Note	VRU CONFIRMATION (CREATE) DATE (YYMMDD)
DTM03	13	6	X(06)	See Note	VRU CONFIRMATION (CREATE) TIME (HHMMSS)
	19	232	X(232)	SPACES	FILLER

Note(s) - See Attached Matrix for DTM values

'097' only used for Declined transactions.

**PAYER Name / Code
TABLE**

N1 'PR'	
N102 - Name	N104 - Code
AMERICAN EXPRESS	AMX
VISA	VIS
MASTER CARD	MST
DISCOVER	DCV
PULSE ATM CARD	PUL
STAR ATM CARD	STAR
DECLINES	DCL
AMERICAN EXPRESS RETURNS	RTN AMX
VISA RETURNS	RTN VIS
MASTER CARD RETURNS	RTN MST
DISCOVER RETURNS	RTN DCV
PULSE ATM CARD RETURNS	RTN PUL
STAR ATM CARD RETURNS	RTN STAR
CLIENT PAID FEE AMERICAN EXPRESS	SVC AMX
CLIENT PAID FEE VISA	SVC VIS
CLIENT PAID FEE MASTER CARD	SVC MST
CLIENT PAID FEE DISCOVER	SVC DCV
CLIENT PAID FEE PULSE ATM CARD	SVC PUL
CLIENT PAID FEE STAR ATM CARD	SVC STAR

Payment Types

MATRIX

Code	Description	RMR Loop RMR01	RMR Loop RMR02	RMR Loop RMR03	RMR Loop RMR04	RMR Loop RMR05	RMR Loop REF03 with REF01-12, Financial Detail Code	RMR Loop REF03 with REF01-10, Error Identification Code	RMR Loop REF02 with REF01-EM, Electronic Payment Ref Number	RMR Loop DTM02 with DTM01-055, Confirmed	RMR Loop DTM03 with DTM01-055, Confirmed	RMR Loop DTM02 with DTM01-097, Transaction Created	RMR Loop DTM03 with DTM01-097, Transaction Created
PAYMENT TRANSACTIONS													
CB	Payment on Account	AP, Accounts Rec. Nbr	Account Number	PO, Payment	Positive Amount	Blank	Payment	N/A	Confirmation Number	Confirmed Date (Deposit Date)	Confirmed Time (Deposit Time)	N/A	N/A
FB	Deposit on Account	AP, Accounts Rec. Nbr.	Account Number	NS, Non-specific	Positive Amount	Blank	Deposit	N/A	Confirmation Number	Confirmed Date (Deposit Date)	Confirmed Time (Deposit Time)	N/A	N/A
DA	Payment (Advance) on Service	AP, Accounts Rec. Nbr.	Service Order Number	PA, Advanced Payment	Positive Amount	Blank	Advanced Payment	N/A	Confirmation Number	Confirmed Date (Deposit Date)	Confirmed Time (Deposit Time)	N/A	N/A
DB	Deposit (Advance) on Service	AP, Accounts Rec. Nbr.	Service Order Number	Blank	Positive Amount	Blank	Advanced Deposit	N/A	Confirmation Number	Confirmed Date (Deposit Date)	Confirmed Time (Deposit Time)	N/A	N/A
RETURNED TRANSACTIONS													
CD	Return of Payment on Account	AP, Accounts Rec. Nbr.	Account Number	PO, Payment	Negative Amount	Blank	Refund or Chargeback Payment	Reason for Return	Confirmation Number (Original)	Original Confirmed Date (Deposit Date)	Original Confirmed Time (Deposit Time)	N/A	N/A
FA	Return of Deposit on Account	AP, Accounts Rec. Nbr.	Account Number	NS, Non-specific	Negative Amount	Blank	Chargeback Deposit	Reason for Return	Confirmation Number (Original)	Original Confirmed Date (Deposit Date)	Original Confirmed Time (Deposit Time)	N/A	N/A
BC	Return of Payment (Advance) on Service	AP, Accounts Rec. Nbr.	Service Order Number	PA, Advanced Payment	Negative Amount	Blank	Refund or Chargeback Advanced Payment	Reason for Return	Confirmation Number (Original)	Original Confirmed Date (Deposit Date)	Original Confirmed Time (Deposit Time)	N/A	N/A
DD	Return of Deposit (Advance) on Service	AP, Accounts Rec. Nbr.	Service Order Number	Blank	Negative Amount	Blank	Refund or Chargeback Advanced Deposit	Reason for Return	Confirmation Number (Original)	Original Confirmed Date (Deposit Date)	Original Confirmed Time (Deposit Time)	N/A	N/A
DECLINED TRANSACTIONS													
DT	Declined Payment on Account	AP, Accounts Rec. Nbr	Account Number	PO, Payment	Zero	Positive Amount	Declined Payment	Reason for Decline	N/A	N/A	N/A	Transaction Date	Transaction Time
DT	Declined Deposit on Account	AP, Accounts Rec. Nbr.	Account Number	NS, Non-specific	Zero	Positive Amount	Declined Deposit	Reason for Decline	N/A	N/A	N/A	Transaction Date	Transaction Time
DT	Declined Payment (Advance) on Service	AP, Accounts Rec. Nbr.	Service Order Number	PA, Advanced Payment	Zero	Positive Amount	Declined Advanced Payment	Reason for Decline	N/A	N/A	N/A	Transaction Date	Transaction Time
DT	Declined Deposit (Advance) on Service	AP, Accounts Rec. Nbr.	Service Order Number	Blank	Zero	Positive Amount	Declined Advanced Deposit	Reason for Decline	N/A	N/A	N/A	Transaction Date	Transaction Time

Attachment B

PAYMENT

For use of services under this Agreement, the Customer's Credit Card Acquirer (Bank of America Merchant Services, Novus, or American Express), will charge a Convenience Fee to the Cardholder(s) electing to use the EDS*PAY pay-by-phone services. The Convenience Fee will be assessed to the Cardholder's Credit Card account as a line item on their Credit Card statement separate from the bill payment amount as follows:

Convenience Fee Schedule

The Convenience Fee will be calculated on a transaction basis for each payment in accordance with the following table: Convenience Fee is subject to change effective for Cardholder transactions submitted on or after the effective date of the modification, upon at least thirty days' prior written notice to Customer.

Current Convenience Fee Schedule:

Transaction Amount			Convenience Fee
\$ 100.01	TO	\$ 200.00	\$ 3.95
\$ 200.01	TO	\$ 300.00	\$ 5.95
\$ 300.01	TO	\$ 400.00	\$ 8.95
\$ 400.01	TO	\$ 500.00	\$ 11.95
\$ 500.01	TO	\$ 600.00	\$ 14.95
\$ 600.01	TO	\$ 700.00	\$ 17.95
\$ 700.01	TO	\$ 800.00	\$ 20.95
\$ 800.01	TO	\$ 900.00	\$ 23.95
\$ 900.01	TO	\$ 1,000.00	\$ 26.95
\$ 1,000.01	TO	\$ 1,100.00	\$ 29.95
\$ 1,100.01	TO	\$ 1,200.00	\$ 31.90
\$ 1,200.01	TO	\$ 1,300.00	\$ 34.80
\$ 1,300.01	TO	\$ 1,400.00	\$ 37.70
\$ 1,400.01	TO	\$ 1,500.00	\$ 40.60
\$ 1,500.01	TO	\$ 1,600.00	\$ 43.50
\$ 1,600.01	TO	\$ 1,700.00	\$ 46.40
\$ 1,700.01	TO	\$ 1,800.00	\$ 49.30
\$ 1,800.01	TO	\$ 1,900.00	\$ 52.20
\$ 1,900.01	TO	\$ 2,000.00	\$ 55.10
\$ 2,000.01	TO	\$ 2,100.00	\$ 58.00
\$ 2,100.01	TO	\$ 2,200.00	\$ 58.80
\$ 2,200.01	TO	\$ 2,300.00	\$ 61.60
\$ 2,300.01	TO	\$ 2,400.00	\$ 64.40
\$ 2,400.01	TO	\$ 2,500.00	\$ 67.20

\$2,400.01	TO	\$ 2,500.00	\$ 70.00
\$2,500.01	TO	\$ 2,600.00	\$ 72.80
\$2,600.01	TO	\$ 2,700.00	\$ 75.60
\$2,700.01	TO	\$ 2,800.00	\$ 78.40
\$2,800.01	TO	\$ 2,900.00	\$ 81.20
\$2,900.01	TO	\$ 3,000.00	\$ 84.00
\$3,000.01	TO	\$ 3,100.00	\$ 86.80
\$3,100.01	TO	\$ 3,200.00	\$ 89.60
\$3,200.01	TO	\$ 3,300.00	\$ 92.40
\$3,300.01	TO	\$ 3,400.00	\$ 95.20
\$3,400.01	TO	\$ 3,500.00	\$ 98.00
\$3,500.01	TO	\$ 3,600.00	\$ 100.80
\$3,600.01	TO	\$ 3,700.00	\$ 103.60
\$3,700.01	TO	\$ 3,800.00	\$ 106.40
\$3,800.01	TO	\$ 3,900.00	\$ 109.20
\$3,900.01	TO	\$ 4,000.00	\$ 112.00
\$4,000.01	TO	\$ 4,100.00	\$ 114.80
\$4,100.01	TO	\$ 4,200.00	\$ 117.60
\$4,200.01	TO	\$ 4,300.00	\$ 120.40
\$4,300.01	TO	\$ 4,400.00	\$ 123.20
\$4,400.01	TO	\$ 4,500.00	\$ 126.00
\$4,500.01	TO	\$ 4,600.00	\$ 128.80
\$4,600.01	TO	\$ 4,700.00	\$ 131.60
\$4,700.01	TO	\$ 4,800.00	\$ 134.40
\$4,800.01	TO	\$ 4,900.00	\$ 137.20
\$4,900.01	TO	\$ 5,000.00	\$ 140.00
\$5,000.01	TO	\$ 5,100.00	\$ 140.00
\$5,100.01	TO	\$ 5,200.00	\$ 140.40
\$5,200.01	TO	\$ 5,300.00	\$ 143.10
\$5,300.01	TO	\$ 5,400.00	\$ 145.80
\$5,400.01	TO	\$ 5,500.00	\$ 148.50
\$5,500.01	TO	\$ 5,600.00	\$ 151.20
\$5,600.01	TO	\$ 5,700.00	\$ 153.90
\$5,700.01	TO	\$ 5,800.00	\$ 156.60
\$5,800.01	TO	\$ 5,900.00	\$ 159.30
\$5,900.01	TO	\$ 6,000.00	\$ 162.00
\$6,000.01	TO	\$ 6,100.00	\$ 164.70
\$6,100.01	TO	\$ 6,200.00	\$ 167.40
\$6,200.01	TO	\$ 6,300.00	\$ 170.10
\$6,300.01	TO	\$ 6,400.00	\$ 172.80
\$6,400.01	TO	\$ 6,500.00	\$ 175.50
\$6,500.01	TO	\$ 6,600.00	\$ 178.20
\$6,600.01	TO	\$ 6,700.00	\$ 180.90
\$6,700.01	TO	\$ 6,800.00	\$ 183.60

\$6,800.01	TO	\$ 6,900.00	\$ 186.30
\$6,900.01	TO	\$ 7,000.00	\$ 189.00
\$7,000.01	TO	\$ 7,100.00	\$ 191.70
\$7,100.01	TO	\$ 7,200.00	\$ 194.40
\$7,200.01	TO	\$ 7,300.00	\$ 197.10
\$7,300.01	TO	\$ 7,400.00	\$ 199.80
\$7,400.01	TO	\$ 7,500.00	\$ 202.50
\$7,500.01	TO	\$ 7,600.00	\$ 205.20
\$7,600.01	TO	\$ 7,700.00	\$ 207.90
\$7,700.01	TO	\$ 7,800.00	\$ 210.60
\$7,800.01	TO	\$ 7,900.00	\$ 213.30
\$7,900.01	TO	\$ 8,000.00	\$ 216.00
\$8,000.01	TO	\$ 8,100.00	\$ 218.70
\$8,100.01	TO	\$ 8,200.00	\$ 221.40
\$8,200.01	TO	\$ 8,300.00	\$ 224.10
\$8,300.01	TO	\$ 8,400.00	\$ 226.80
\$8,400.01	TO	\$ 8,500.00	\$ 229.50
\$8,500.01	TO	\$ 8,600.00	\$ 232.20
\$8,600.01	TO	\$ 8,700.00	\$ 234.90
\$8,700.01	TO	\$ 8,800.00	\$ 237.60
\$8,800.01	TO	\$ 8,900.00	\$ 240.30
\$8,900.01	TO	\$ 9,000.00	\$ 243.00
\$9,000.01	TO	\$ 9,100.00	\$ 245.70
\$9,100.01	TO	\$ 9,200.00	\$ 248.40
\$9,200.01	TO	\$ 9,300.00	\$ 251.10
\$9,300.01	TO	\$ 9,400.00	\$ 253.80
\$9,400.01	TO	\$ 9,500.00	\$ 256.50
\$9,500.01	TO	\$ 9,600.00	\$ 259.20
\$9,600.01	TO	\$ 9,700.00	\$ 261.90
\$9,700.01	TO	\$ 9,800.00	\$ 264.60
\$9,800.01	TO	\$ 9,900.00	\$ 267.30
\$9,900.01	TO	\$10,000.00	\$ 270.00

EDS*PAY will contain a larger table which will continue to increment the Convenience Fee by \$ 100.00, for each level above \$ 10,000.00 the fee will be equal to 2.8% of the upper limit of each incremental amount.

Changes to the IVRS script to reflect modifications to the Convenience Fee will be implemented without charge to Customer hereunder.

EDS Service Fees Schedule

EDS shall provide all service necessary for implementation of service at no charge to Customer. For Additional Services agreed upon by the parties from time to time, the following table sets forth Fees payable to EDS by Customer.

EDS Fee Schedule

Service Description	Fee Schedule
IVRU Voice Recording Fee **	\$500 / per occurrence for English or Spanish
Technical and Business Development Man-Rates ***	\$153 / hour + actual travel and living expenses

Taxes

There will be added to any charges under this Agreement, or separately billed, and Customer will either pay to EDS, or reimburse EDS for the payment of, amounts equal to any taxes, assessments, duties, permits, fees and other charges of any kind, however designated, assessed, charged or levied, based on, with respect to or measured by (a) such charges, (b) this Agreement or (c) the EDS Services, software, equipment, materials or other property (tangible or intangible), or the use thereof or the resources used therefor, that are provided under this Agreement. Charges payable under this Section include state and local sales taxes, use taxes, property taxes, privilege taxes, excise taxes (including federal excise taxes), value added taxes and any taxes or amounts in lieu thereof paid or payable by EDS in respect of the foregoing, exclusive however, of taxes based on the net income of EDS.

CERTIFICATE OF INSURANCE

This certificate is furnished to you as a matter of information only. This is not an insurance policy, and the issue of this certificate does not amend or alter the coverage afforded by the policies listed on the certificate. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate is issued, the insurance afforded by the policies listed on this certificate is subject to all terms of such policies.

This certificate cancels and supersedes any and all prior certificates issued on behalf of the named insured to the certificate holder designated below.

CERTIFICATE HOLDER AND ADDRESS	ISSUING HI/CO ADDRESS AND CONTACT PERSON	
LOCATION OF RISK	TELEPHONE	

Coverage	Company & Policy Number	Policy Effective Date (mm/dd/yyyy)	Policy Expiration Date (mm/dd/yyyy)	Limit of Liability
WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INCL.: a. All States Coverage b. U.S. Longshoremen & Harbor Workers c. Maritime	Old Republic Insurance Co.: MWC 11625900	9/30/2009	9/30/2010	Statutory Workers' Compensation Limits Employers' Liability - see below Each Accident \$1,000,000 Disease - Each Employee \$1,000,000 Disease - Policy Limit \$1,000,000
	All states except CA, WA, CO, OR, WY, OH, and ND			
	Old Republic Insurance Co.: MWZY 58450	9/30/2009	9/30/2010	Bodily Injury/Property Damage Combined Single Limit \$2,500,000 Per Occurrence
	COMMERCIAL GENERAL LIABILITY, INCL. PERSONAL INJURY & PROPERTY DAMAGE INCL.: a. Premises/Operations b. Independent Contractor c. Contractual Liability d. Completed Operations/Products e. Explosion, Underground & Collapse (XCU coverage)			
AUTOMOBILE COVERAGE a. Owned Vehicles b. Leased Vehicles c. Hired Vehicles d. Non-owned Vehicles	Old Republic Insurance Co.: MWTB 20795	9/30/2009	9/30/2010	Bodily Injury/Property Damage Combined Single Limit \$2,500,000 Per Accident
EXCESS LIABILITY	Tall Tree Insurance Co.: 470-1XL0049	9/30/2009	9/30/2010	\$500,000 Combined Single Limit Excess of \$2,500,000 SIR or Underlying Policies

NOTES:

Additional Insured

Note: In the event of cancellation of the above described policy, the issuing company will endeavor to give 30 days prior written notice to the certificate holder.

NAMED INSURED AND ADDRESS:

 **HEWLETT PACKARD**

HEWLETT-PACKARD CO.
Electronic Data Systems, LLC
3000 HANOVER STREET
PALO ALTO, CA 94304

AUTHORIZED REPRESENTATIVE

[Handwritten Signature]

Date Issued: 11/2/2009
Marsh Risk and Insurance Services, Inc.
 777 S. Figueroa, Los Angeles, Ca. 90017 Phone: (213) 624-5555

