

**ORIGINAL**

**COPY**

AGREEMENT FOR SERVICES #239-S0111  
AMENDMENT I

---

---

This Amendment I to that Agreement for Services #239-S0111, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Electronic Data Systems Corporation, a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1333 West Butterfield Road, Suite 300, Plano, TX 75024 and whose Agent for Service of Process is CSC – Lawyers Incorporating Service, 2730 Gateway Oaks Drive Suite 100, Sacramento, CA 95833 (hereinafter referred to as "EDS" and "EIS");

**WITNESSETH**

**WHEREAS**, EDS has been engaged by County to furnish a system capable of providing credit card payment of legally permissible fines, taxes, and fees for the Treasurer-Tax Collector, in accordance with Agreement for Services #239-S0111, dated April 24, 2001, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to expand the scope of services, hereby Amending **ARTICLE 1.1.1 – APPLICABLE DOCUMENTS**; and

**WHEREAS**, EDS Information Services LLC ("EIS") has been merged with and into Electronic Data Systems Corporation ("EDS"); and

**WHEREAS**, all references in Agreement #239-S0111, and all subsequent amendments, to EDS Information Services LLC ("EIS") are hereby deemed to be references to Electronic Data Systems Corporation ("EDS").

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #239-S0111 shall be amended a first time as follows:

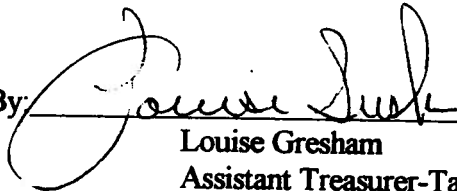
**1.1.1 Revised Attachment A –Statement of Work**

**3. TERM**


This Agreement shall become effective upon execution by both parties hereto, shall continue for a minimum of thirty (30) months following execution of this Amendment I to Agreement for Services #239-S0111, and shall renew annually thereafter unless terminated in accordance with the provisions set forth in Sections 4.4, 4.15, and 4.18 of this Agreement.

Except as herein amended, all other parts and sections of that Agreement #239-S0111 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 4/04/08  
Louise Gresham  
Assistant Treasurer-Tax Collector

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 4/04/08  
C. L. Raffety  
Treasurer-Tax Collector

/

/

/

/

/

/


/

/

/

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #239-S0111 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.


--COUNTY OF EL DORADO--

Dated: 4/22/08  
By:   
**RUSTY DUPRAY** Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By:  Date: 4/22/08  
Deputy Clerk

--CONTRACTOR--

Dated: 3/12/08  
ELECTRONIC DATA SYSTEMS CORPORATION,  
A DELAWARE CORPORATION  
By:   
David Vice  
US Segments Industry Vice President  
"EDS"

Revised Attachment A  
Statement of Work

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 JVRU 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 EDSPAY 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 "EDSPAY" 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 A1.
- 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 EDSPAY 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 EDT 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 EDSPAY 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 EDSPAY 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 EDSPAY 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 EDSPAY stop payment tile. 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 EDSPAY's normal business hours from 5:00 am. 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 WRJ 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 ITC'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 FLIT:

7.1.1 EDS shall provide a unique address (EDS ELIT Location Code) for TTC's mailbox ID to identify TTC to the EDS FLIT 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, VTI 00, or VTI 02 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 FLIT 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 FLIT 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 FLIT 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 IT 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 JVRU 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 EDSPAY service when a Chargeback occurs. In the event COUNTY does not use the EDSPAY 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.

### **ONLINE PAYMENT SERVICES – SCOPE OF WORK**

#### **Background:**

The El Dorado County Treasurer-Tax Collector (TTC) will engage *with* Electronic Data Systems (EDS) to provide Hosted Website for Online Payments for Secured, Unsecured and Supplemental Property Taxes. Additionally, within the engagement period, EDS will host the payment process for Business License fees (Business License implementation estimated first quarter 2008). The online payment efforts are a direct response to ever-increasing technological demands from taxpayers to easily;

- determine delinquency dates and how much they owe
- pay their property taxes online
- pay business license fees online

#### **Project Scope**

##### ***Phase I: Property Tax***

Electronic Data Systems (EDS) will host a website for Online Payments that will allow taxpayers to easily, determine: payment status (when installment amount queried), amounts due and due dates for Secured, Unsecured and Supplemental tax bills. The website will allow Taxpayers to

- Make credit card or e-check payments with service charge/convenience fees, per transaction, not to exceed 2.2% + \$3.00\* for credit cards and \$.075\* per e-check.
- Print receipt and receive email verification

Note: \*Rates are based on a 30-month commitment.

##### ***Phase 2: Business License***

TTC will host the website for Business License Online Bill Presentation: EDS will provide a link for payment of Business License fees.

TTC will link from TTC site to EDS bill payment screen to allow Taxpayers to

- Make credit card or e-check payments with service charge/convenience fees, per transaction, not to exceed 2.2%  
+ \$3.00\* for credit cards and \$Q75\* per e-check.
- Print receipt and receive email verification

Note: \*Rates are based on a 30-month commitment.

Payment for these services is in addition to that referenced in Article 7, Payment.

*The documentation following includes: workflow scenarios, business/technical/milestone requirements by Phase 1 only. Phase 2, to be determined.*

#### *Phase 1: Property Tax*

##### **Property Tax: Taxpayer (User) workflow:**

The Taxpayer will locate property tax information using a Parcel Number or Account Number. If the Taxpayer does not have the Parcel Number/Account number readily available, they simply click a link that will direct them to the XXXXXX (to be determined) web site. Once they locate the Parcel Number/Account number, they can go back to the Treasurer-Tax Collector's site to link back to the Online Payment webpage.

Once back at Online Payment webpage, the taxpayer can enter their Parcel Number/Account number without hyphens as depicted in )(XXXXX web page (XXXXXXXXXXXX).

The property tax bill presentation and amount due provided on-line to the taxpayer will be as current as the night before to prevent payment errors (excluding "transition dates" described below).

At the bottom of bill and payment status/information page, Taxpayers will have the option of selecting a payment method or selecting to go back to previous screen. For Secured and Supplemental Taxes, the Taxpayer will have the additional option to pay one or both installments (if appropriately due). Taxpayers will be provided a link to a TIC-content provided "Frequently Asked Questions" page that will present alternative payment processes and disclaimer information, the FAQ page can be either a pop-up page or provide a link back to bill and payment status/information page.

Should the Taxpayer decide to continue by selecting a payment method type, the Taxpayer is directed to a secured payment screen. The screen will require the Taxpayer to enter credit card or e-check information as well as entering an email address if they wish to have a confirmation emailed to their email address. The Taxpayer will be provided the option to click "continue" or click to go back to bill information page.

Should the Taxpayer select to continue, an automated validation of the bill amount due and credit card check is conducted. Upon validation completion, Taxpayer is directed to a final Authorization page. The Taxpayer will be provided with an option to Approve or Cancel the transaction.

## ONLINE PAYMENT SERVICES - SCOPE OF WORK

By clicking the Approve selection, the Taxpayer will be provided with a printable confirmation page that includes the Parcel Number/Account number information, payment description, paid amount, date paid and a confirmation reference number.

### *Phase I: Property Tax*

#### **Property Tax: Taxpayer (User) workflow: (continued)**

The confirmation information is to include a statement that payment postings may take up to 3 business days to

be reflected on website as well as contact information for:

- TTC's telephone/email information is to be listed
  - o Tax issues and questions

#### **Transition Dates**

Transition dates are dates in which TTC must close payment collection of one or more property tax types to payments.

Please note; should the dates land on a weekend or holiday, the next business day is the new designated date.



**Fiscal Year End:**

	Transition Date	Collection Closure	Description
1.	June 30 <sup>th</sup> at midnight (July 1st)	All property tax types for first 10 business days after June 30 <sup>th</sup> .	<p>Fiscal Year End</p> <ul style="list-style-type: none"> <li>• The El Dorado County Auditor-Controller requires up to 2 weeks (10 business days) time to close out the Fiscal Year.</li> <li>• TTC will provide a message to contact Treasurer-Tax Collector's office for any questions.</li> </ul>

**Secured Property Tax:**

	Transition Date	Collection Closure	Description
1	December 10 <sup>th</sup> at midnight (December 11 <sup>th</sup> )	Secured Property Tax only: first 3-5 business days after December 10 <sup>th</sup> .	<p>Secured Property Tax Delinquency Date - Installment 1</p> <ul style="list-style-type: none"> <li>• December 10<sup>th</sup> is the date designated by the State of California's Revenue and Taxation Code as the delinquency date for the first installment of current, fiscal year taxes.</li> <li>• Payments for first installments cannot be made electronically for the few days after this delinquency date because of processing by TTC.</li> <li>• TTC will provide a message stating payments cannot be processed through online until specific date.</li> </ul>
2	April 10 <sup>th</sup> at midnight (April 11 <sup>th</sup> )	Secured Property Tax only, first 3-5 business days after April 10 <sup>th</sup> .	<p>Secured Property Tax Delinquency Date - Installment 2</p> <ul style="list-style-type: none"> <li>• April 10<sup>th</sup> is the date designated by the State of California's Revenue and Taxation Code as the delinquency date for the first installment of current, fiscal year taxes.</li> <li>• Payments for first installments cannot be made electronically for the few days after this delinquency date because of processing by TTC.</li> <li>• TTC will provide a message stating payments cannot be processed through online until specific date.</li> </ul>

**ONLINE PAYMENT SERVICES - SCOPE OF WORK**

Transition Dates (continued)

**Unsecured Property Tax:**

	Transition Date	Collection Closure	Description
1	August 31 <sup>st</sup> at midnight	Unsecured Property Tax only; first 2-3 business days after August 31 <sup>st</sup> .	Unsecured Property Tax Delinquent <ul style="list-style-type: none"> <li>To allow timing to add penalties and submit correct presentation file to taxes not paid after August 31<sup>st</sup>.</li> <li>TTC will provide a message stating payments cannot be processed through online until specific date.</li> </ul>
2	October 31 <sup>st</sup> at midnight (November 1 <sup>st</sup> ) + first 5 business days	Unsecured Property Tax only; first 3-5 business days after November 1 <sup>st</sup> .	Unsecured Property Tax Default <ul style="list-style-type: none"> <li>Unpaid Delinquent Unsecured taxes due are moved to Abstract list and will not be eligible for electronic payment</li> <li>TTC will provide a message stating payments cannot be processed through online until specific date.</li> </ul>

**Supplemental Property Tax:**

	Transition Date	Collection Closure	Description																																																				
1.	January 31, February 28, March 31, April 30, May 31, June 30, July 31, August 31, September 30, October 31, November 30, and December 31 at midnight  *12/10, *4/10 *Follows Secured/Supplemental Tax Delinquency closure	Supplemental Tax Only, up to first 2 days after month end	Supplemental Property Tax Delinquent Dates <ul style="list-style-type: none"> <li>Supplemental bills can be sent anytime through out the Fiscal year, however delinquency dates fluctuate based on month bill is issued, below are the statutory delinquency dates for first and second installments – bill presentations will have correct amounts due, after planned Collection Closure.</li> </ul> <table border="1"> <thead> <tr> <th>Bill mail date</th> <th>1<sup>st</sup> Install Delinq.</th> <th>2<sup>nd</sup> Install Delinq.</th> <th>Date to electronic</th> </tr> </thead> <tbody> <tr><td>July 2007</td><td>12/10/2007</td><td>04/10/2008</td><td>7/1/2008</td></tr> <tr><td>August 2007</td><td>12/10/2007</td><td>04/10/2008</td><td>7/1/2008</td></tr> <tr><td>September 2007</td><td>12/10/2007</td><td>04/10/2008</td><td>7/1/2008</td></tr> <tr><td>October 2007</td><td>12/10/2007</td><td>04/10/2008</td><td>7/1/2008</td></tr> <tr><td>November 2007</td><td>12/31/2007</td><td>04/23/2008</td><td>7/1/2008</td></tr> <tr><td>December 2007</td><td>03/1/2008</td><td>05/1/2008</td><td>7/1/2008</td></tr> <tr><td>January 2008</td><td>2/28/2008</td><td>6/30/2008</td><td>7/1/2008</td></tr> <tr><td>February 2008</td><td>3/1/2008</td><td>7/1/2008</td><td>7/1/2008</td></tr> <tr><td>March 2008</td><td>4/30/2008</td><td>8/1/2008</td><td>7/1/2008</td></tr> <tr><td>April 2008</td><td>5/31/2008</td><td>9/30/2008</td><td>7/1/2008</td></tr> <tr><td>May 2008</td><td>6/30/2008</td><td>10/31/2008</td><td>7/1/2008</td></tr> <tr><td>June 2008</td><td>7/31/2008</td><td>11/30/2008</td><td>7/1/2008</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>TTC will provide a message stating payments cannot be processed through online until specific date.</li> </ul>	Bill mail date	1 <sup>st</sup> Install Delinq.	2 <sup>nd</sup> Install Delinq.	Date to electronic	July 2007	12/10/2007	04/10/2008	7/1/2008	August 2007	12/10/2007	04/10/2008	7/1/2008	September 2007	12/10/2007	04/10/2008	7/1/2008	October 2007	12/10/2007	04/10/2008	7/1/2008	November 2007	12/31/2007	04/23/2008	7/1/2008	December 2007	03/1/2008	05/1/2008	7/1/2008	January 2008	2/28/2008	6/30/2008	7/1/2008	February 2008	3/1/2008	7/1/2008	7/1/2008	March 2008	4/30/2008	8/1/2008	7/1/2008	April 2008	5/31/2008	9/30/2008	7/1/2008	May 2008	6/30/2008	10/31/2008	7/1/2008	June 2008	7/31/2008	11/30/2008	7/1/2008
Bill mail date	1 <sup>st</sup> Install Delinq.	2 <sup>nd</sup> Install Delinq.	Date to electronic																																																				
July 2007	12/10/2007	04/10/2008	7/1/2008																																																				
August 2007	12/10/2007	04/10/2008	7/1/2008																																																				
September 2007	12/10/2007	04/10/2008	7/1/2008																																																				
October 2007	12/10/2007	04/10/2008	7/1/2008																																																				
November 2007	12/31/2007	04/23/2008	7/1/2008																																																				
December 2007	03/1/2008	05/1/2008	7/1/2008																																																				
January 2008	2/28/2008	6/30/2008	7/1/2008																																																				
February 2008	3/1/2008	7/1/2008	7/1/2008																																																				
March 2008	4/30/2008	8/1/2008	7/1/2008																																																				
April 2008	5/31/2008	9/30/2008	7/1/2008																																																				
May 2008	6/30/2008	10/31/2008	7/1/2008																																																				
June 2008	7/31/2008	11/30/2008	7/1/2008																																																				

**ONLINE PAYMENT SERVICES - SCOPE OF WORK**

**Property Tax: Business Requirements**

EDS to meet objectives described below, unless as noted.

Business requirements are internal and external user specific.

#8 below is not available today – add notation that it will be added at a later date or delete

#10 Description needs to be changed to: taxpayer will be advised of amount due when installment number is entered

Business requirements are internal and external user specific

	Objective	Description
1.	Provide an active link to EDS/TTC Paybill site.	Directs Taxpayers to Paybill hosted site
2.	Provide ability for taxpayers to easily locate parcel/account number	Provide Taxpayer a link to the Parcel Number lookup web page TTC to provide url information.
3.	Provide the taxpayer with the ability to pay a transaction using credit card or e-check.	Provide links to credit card and e-check processing screens.
4.	Provide taxpayer with pop-up screen of sample TTC Bill to assist Parcel Number/Account number identification.	TTC to provide sample bill for Secured, Unsecured and Supplemental to EDS.
5.	Provide taxpayer with the amount due, for each installment and total for both and due dates for Secured and Supplemental property taxes	Data to be provided through bill presentation file provided daily from TTC.
6.	Do not allow taxpayer to pay the second installment before the first installment.	Not to allow second installment to be paid, if first installment is still unpaid. Allow taxpayer to pay both installments at the same time.
7.	Do not allow taxpayer to pay more or less than amounts due including penalty, if applicable, for each installment	Do not allow taxpayer to pay more or less than amounts due for each installment of each bill.
8.	Require email address for follow-up purposes and for auto-receipt.	Note on screen that payee will be sent an automatic payment notification to their email address.
9.	Provide links to information (FAQ) and contact information for taxpayer to obtain answers to question regarding the process or taxes due.	Frequently Asked Questions (Pop-up or page, content provided by TTC). EDS's (Technical) and TTC's (Tax Information) contact telephone and email information is to be located on each page.
10.	Provide taxpayer with the ability to determine if taxes are paid and date paid.	If taxes are paid, provide payment amount and paid date for current and prior fiscal year's property tax bills.
11.	Provide "Back" and/or "Cancel" selections to Taxpayers up to and including Authorization page.	Provide "Back" and/or "Cancel" selections to Taxpayers up to and including Authorization page.
12.	Provide Taxpayer with a clearly visible "Approval" selection.	Provide a reasonable visible presentation of final pay selection
13.	TTC/IT will provide a "Bill Presentation File" each business day (excluding transition dates)	TTC/IT will FTP file each business day to EDS (excluding transition dates). Format and information to meet standards agreed upon by TTC/IT (see attached).
14.	Provide "Remittance" presentation in format approved by TTC and El Dorado County's IT department	EDS will FTP file each business day to TTC (excluding transition dates). Format and information to meet standards agreed upon by TTC/IT
15.	Provide reconciliation of "Remittance" parcel/account and payment receipts prior to FTP to TTC.	Provide reconciliation of "Remittance" insuring correct payments were applied to correct parcel/account numbers prior to FTP to TTC. Provide a contact for Reconciliation should an issue arise
16.	Provide TTC with 1-2 week notification of EDS page maintenance shutdown	Provide notification as early as possible to allow TTC to make arrangements if necessary.
17.	Service charges and convenience fees to Taxpayers for Property Tax payments are not to exceed 2.2% plus \$3.00 for credit cards and \$0.75 cents for e-check, per transaction for 30-month commitment.	Any request for service charge changes are to be in writing and approved by TTC
18.	Provide appropriate reporting to support TTC's reconciliation processes.	Reports to include taxpayer contact information provided online.
19.	Provide TTC with Remittance file each business day, in a manner sufficient to upload to TTC's nightly processes	Anticipated 3:30 p.m., exact time to be determined.

ONLINE PAYMENT SERVICES - SCOPE OF WORK

#6 – (ADA Compliant) must be removed, not ADA compliant today. Description to be modified

To: "EDS commits to 98% system uptime including maintenance. EDS will work with the County

To co-ordinate data uploads and maintenance around TTC peak tax seasons

**Property Tax: Technical Requirements**

EDS to meet objectives described below, unless as noted.  
Business requirements are internal and external user specific

	Objective	Description
1.	EDS will provide secure payment services for Property Taxes and Business License charges.	Provide security certificates (SSL)

**Property Tax: Milestones**

	Objective	Description
2	Test Site	Expectation is 2-3 weeks from amendment execution
3	Implementation conclusion	Expectation is 5-6 weeks from amendment execution.

**Service Level Requirements:**

Service Levels will be reviewed with EDS/TTC on Monthly basis or as need

	Objective	Description
4.	Provide appropriate bandwidth levels to manage tax season processing	Critical periods are Month of December and Month of April.
5.	Provide: <ul style="list-style-type: none"> <li>• 1-800 Help Desk Support</li> <li>• 7 a.m to 7 p.m. CST Mon day through Friday</li> <li>• Client-focused customer service</li> <li>• Transaction inquiry</li> <li>• Taxpayer credit card posting confirmations</li> </ul>	EDS to provide as standard services.
6.	24-hour availability via the Web and Internet Voice Recognition Unit (ADA compliant)	EDS to provide 24-hour uptime; data uploads and maintenance times to be approved by TTC

**Performance Measurements**

TTC and EDS will perform data quality checks daily or as needed and communicate any/all Service Level issues.