



RESOLUTION No. 13-237

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF A PERSONAL SERVICES CONTRACT WITH TOUCHPAY HOLDINGS, LP

WHEREAS, the Nevada County Board of Supervisors authorized per resolution 11-079 the execution of a contract with TouchPay Holdings for kiosk services at the Wayne Brown Correctional Facility, and

WHEREAS, the contract will expire on June 30, 2013, but the County and TouchPay Holdings would like to continue their agreement which provides kiosk services to the inmates, family members and others at the Wayne Brown Correctional Facility.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Personal Services Contract, pertaining to kiosk service for depositing money into inmate accounts at the Wayne Brown Correctional Facility, for the period beginning July 1, 2013 and ending June 30, 2016.

No funding source is needed for this contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 18th day of June, 2013, by the following vote of said Board:

Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI
Clerk of the Board of Supervisors

By: Donna Landi

Hank Weston
Hank Weston, Chair

06/18/2013 cc: AC* (hold)

07/02/2013 cc: Sheriff*
AC*(release)
Touchpay Holdings, LP

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

TouchPay Holdings, LP

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Contractor to provide a kiosk for funding inmate accounts at no cost to the County of Nevada**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$0
(§3) **Contract Beginning Date:** 07/01/2013 **Contract Termination Date:** 06/30/2016
(§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u> X </u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u> X </u>
	(\$1,000,000) Business Rated	<u> X </u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u> X </u>
(§8)	Worker's Compensation	<u> X </u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u> </u>	<u> X </u>

LICENSES

Designate all required licenses:

(§14) _____

NOTICE & IDENTIFICATION

(§26) **Contractor:** TouchPay Holdings LP
8445 Freeport Pkwy, Suite 150
Irving, TX 75063

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959

Contact Person: Ronny Park
(972) 215-0133 x2002
e-mail: rpark@touchpaydirect.com

Contact Person: Lt: Bill Smethers
(530) 265-1589
e-mail: bill.smethers@co.nevada.ca.us
Org Code:

Contractor is a: (check all that apply)

Corporation:	_____ Calif.,	_____ Other,	_____ LLC,	_____ Non-profit
Partnership:	_____ Calif.,	_____ Other,	_____ LLP,	_____ Limited
Person:	_____ Indiv.,	_____ Dba,	_____ Ass'n	_____ Other

EDD: Independent Contractor Worksheet Required: _____ Yes X No

HIPAA: Schedule of Required Provisions (Exhibit D): _____ Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u> X </u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u> X </u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u> X </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u> X </u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**


Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

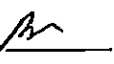
If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating



(FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

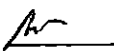
14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.



16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

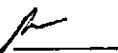
20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.



Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:


The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.


27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.



IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:


Name: RONNY PARK
Title: MANAGER / MEMBER
Dated: 6-23-13

COUNTY OF NEVADA:



Honorable Hank Weston
Chair, Board of Supervisors
Dated: 7-2-13

EXHIBIT "A"

SCHEDULE OF SERVICES

The Contractor will provide a service to inmates, family members and others (collectively, herein "Client") allowing deposits to fund an inmate's self-release or commissary account only while the inmate is incarcerated at the Wayne Brown Correctional Facility. Methods of funding an inmate's account include MasterCard, Visa credit/debit card, cash, electronic check ("ACH") or MoneyPak

The client will be responsible to pay the applicable Contractor fee for each deposit. All deposits are subject to Contractor's payment services requirements and terms, and any applicable law.

Contractor will provide a premise-based proprietary kiosk, for the processing of Cash, Merchant Card Services and electronic check ("ACH").

PROVISIONS OF SERVICES

1. If required, TouchPay shall, using whatever means chosen, create an interface between Touchpay's system and the County's computer and network systems to accomplish electronic transfer of funds to inmate accounts.
2. County will provide Contractor with a list of inmates eligible to receive electronic funds transfers and will update this list on an agreed-upon basis.
3. Contractor will charge Clients a fee for the transfer of funds to inmates for all services as herein provided and the Client shall compensate Contractor for all services as provided herein. The fees to a Client for Contractor's payment-related services shall be as specified in the Payment Services Exhibit C attached hereto.
4. Prior to the installation of any kiosk hardware that may be necessary for the payment services, the Facility agrees to the requirements as specified in Exhibit B, provide site information and work to prepare a suitable site and environment for the kiosk and ezPay hardware.
5. Title to any and all hardware provide by Contractor for the purpose of providing payment services shall remain solely that of the Contractor. Upon removal of services, all hardware shall be the exclusive property of the Contractor and will promptly be returned.
6. Contractor shall bear all risk of loss or damage to the hardware.
7. The County agrees to use best efforts to facilitate the use of Contractor's payment services as contemplated herein and as more specifically set forth in the Payment Services Exhibits.
8. The liability of Contractor with respect to any payment transaction shall be limited to the obligation of Contractor upon written notice to reprocess a transaction at no additional expense.

TRANSACTION PROCESS

1. Contractor operates a fully automated payment system which electronically provides account and payment information given by a Client to a banking institution for the purpose of initiating an ACH debit entry to Client's account or to initiating a credit card entry to the Client's account for the benefit of the Client. The system is operating according to the rules of NACHA and Central Regional Automated Funds Transfer System ("CRAFTS") and the rules of the

Visa/MasterCard network. Each Client will be able to access our system via kiosk to submit an order to process either an ACH debit entry or credit card debit entry to the Client's account.

2. Entries transmitted by the system to the bank, and subsequently submitted/originated by the bank on behalf of the County will be reflected on Contractor's periodic statement issued by the bank with respect to the account pursuant to the agreement between bank and Contractor. The system in and of itself, does not provide any means by which to "monitor" the transactions submitted by the system. This ability is provided by the actual software "platform" provided by the bank. The only "outside" information provided by the system is given in the form of electronic notification to Contractor of a payment attempt received by the Client.
3. Based on the above aforementioned transaction process, there are instances when completed transactions will be "returned" by the bank for non-sufficient funds ("NSF") or for fraudulent transactions. In these cases, County will refer TouchPay to the appropriate law enforcement agency to help collect these funds.

Contractor agrees to provide and install a kiosk in the main lobby of the Wayne Brown Correctional Facility, located at 925 Maidu Avenue, Nevada City, California 95959. During the term of this Contract, County shall be entitled to possession of the Kiosk, subject to the following provisions:

1. The Kiosk shall be left at the agreed upon customer location and shall not be moved without the prior written consent of Contractor.
2. Except when Contractor is performing maintenance, Clients shall be entitled to unlimited use of the Kiosk.
3. Except with prior written notice to Contractor and Contractor's express written approval, the County shall not make alterations to, disable, or add attachments to the Kiosk. Any such changes approved by Contractor shall not interfere with the normal operation of the Kiosk.
4. Except as expressly provided in the contract, Contractor makes no warranties, either expressed or implied. Contractor shall not be deemed to have made any representation or warranty with respect to the merchantability, fitness, design, condition or quality of the material or workmanship of the kiosk terminal.

CHARGES

County will not have any commitment whatsoever to transaction volumes, which is the raw number of credit card, debit, ACH and cash transactions of any type. The County understands and acknowledges that Contractor shall charge a fee the Client shall compensate Contractor for each transaction and/or services as provided herein under the below fee structure.

TRUST FUND ACCOUNT OR COMMISSARY ACCOUNT

- a. For cash transactions, Contractor will charge the Client a tiered fee as follows:

Amount of Deposit	Fee
\$0.00 to \$20.00	\$3.00
\$20.01 to \$50.00	\$5.00
\$50.01 to \$300.00	\$6.00

- b. For credit card/debit card transactions, TPD will charge the Client a base fee of \$5.00 plus 3.5% of the face amount of each transaction.

SELF RELEASE DEPOSITS

- a. For cash transactions, Contractor will charge the Client a fee of \$6.00 for the first \$20.00 of the deposit plus \$6.00 for each additional \$100.00 of incremental deposit over the first \$200.00 of the face amount of each transaction, such fee up to a maximum of \$300.00.
- b. For credit card/debit card transactions, Contractor will charge the Client a fee of \$6.00 plus 7.5% of the face amount of each transaction.

The transaction fee pricing levels will be reviewed on an annual basis to determine market based competitiveness and will subject to change at Contractor's sole discretion.

TouchPay Guaranteed Payment Policy:

Services: Contractor provides credit card, debit card, electronic check (ACH) and cash payments from Clients who wish to fund designated accounts.

Policy: When an individual makes a payment transaction using credit card, debit card, electronic check (ACH) or cash payment into the Contractor payment system, Contractor will authorize or decline the transaction. Upon authorization, Contractor makes these funds available to the appropriate account in real time. These funds are immediately available for use by the recipient. Contractor will **guarantee** the delivery of all funds to the County on all authorized transactions typically within 4 business days to allow for a fund clearing period from the merchant account processors.

Purpose: Contractor provides this guarantee benefit of a risk free solution for these payments for our correctional facility customers and partner service providers (commissary and inmate telephone) to facilitate the convenient, immediate use of these funds in order to provide better service for our customers. Contractor can only accomplish our guarantee with a stringent control system and adherence to strict account oversight to enable a means to recover fraudulent transactions and the collection of bad debt. Thus, Contractor will require some County cooperation in our collection and recovery procedures.

Collection & Recovery Process:

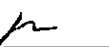
Contractor, with the cooperation of County or court system, will use the following collection processes:

Upon receiving a charge back from the financial institution, Contractor will:

1. At our option, Contractor can block the trust, commissary or inmate telephone account.
2. Recover any existing balance of funds that are in the blocked account up to the charge back amount plus a \$25 collection or non-sufficient funds fee.
3. Only accept new funds into blocked account if depositor acknowledges that new funds will be first be used to pay off the delinquent account.
4. Use all remedies at our disposal to pursue collection of fraudulent transactions directly from the depositor.

Additionally, Contractor has predicated our guarantee on the basis that the County agrees to the following support:

1. Cooperate in the Contractor collection procedures to recover fraudulent transactions and bad debt including but not limited to providing account information, account balances, adhering to blocked accounts, and when appropriate assisting in pursuing and prosecuting fraudulent transactions.



2. On an account by account basis, Contractor reserves the right to limit the number of deposits into any one specific account, provide a maximum deposit limit or ceiling for a single transaction, or restrict the number of payments from any one payment account, method or card.
3. For Bail Transactions, in addition to the above, the account trustee agrees to work with the County Clerk and/or County Court to provide assistance in Collection and Recovery processes. These collection processes for fraudulent transactions will include, but are not limited to, putting a stop on the return of Bail funds upon offender's court appearance, or if the offender has had Bail funds already returned, assist in the apprehension, prosecution, and restitution of the responsible person and funds.

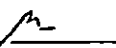


EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

The County shall incur no charges due to the Contractor as a result of the use or ongoing operation of the kiosk by any Client within the Wayne Brown Correctional Facility.

