



Amendment to
Williamson County - Gray Hawk Payment Technologies,
Inc.
Master Services Agreement

Reference
Commissioners' Court
Agenda Item #4676 (07.13.2010)

AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT

This AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT BETWEEN COMMISSIONERS' COURT [AGENDA ITEM #4676 (07.13.2010), MASTER SERVICES AGREEMENT DATED MAY 21, 2010 (REVISED 06.02.2010)] GRAY HAWK PAYMENT TECHNOLOGIES, INC. CONTRACT (this "**Amendment**"), dated as of August 3, 2011, by and between Williamson County, a Texas County government ("**Client**"), and GRAY HAWK PAYMENT TECHNOLOGIES, INC., a Delaware corporation ("**Gray Hawk**"), hereby amends that certain Master Services Agreement, Dated May 21, (Revised 06.02.2010) (the "**Agreement**"), dated as of July 13, 2010, by and between Client and Gray Hawk. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

RECITALS

WHEREAS, Client and Gray Hawk have previously entered into the Agreement, whereby Client has given Gray Hawk authorization to provide and distribute their payment service program bundled with debit card disbursement products to Williamson County; and

WHEREAS, Client and Gray Hawk desire to provide clarification and changes to the original Client-Gray Hawk Payment Technologies Agreement in order to facilitate the installation of an intake kiosk in the jail intake area and clarify the final implementation of the ReleasePRO™ prepaid card for dispensing trust account balances to inmates upon their release; and

WHEREAS, Client and Gray Hawk each desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Gray Hawk hereby agree as follows:

1. Section 2.4 of the Agreement is deleted and replaced in its entirety with the following:

“ **2.4 Funds Deposited.** Gray Hawk may accept or decline funds deposited by Users (who may or may not be the designated recipient), designate any accepted funds as belonging to a particular recipient, and pass such information to Client. Upon Client's notification to Gray Hawk to disburse, pay, or remit a specified amount of funds designated as belonging to a particular recipient through Gray Hawk's instant-issue prepaid card-dispensing kiosk ("ReleasePRO™"). Gray Hawk may issue a prepaid card as set forth on Exhibit F, Section 1 and Section 2, which may be updated from time to time pending a valid card member application and governmental customer information program (CIP) approval or decline (both of whom could receive prepaid cards), to the designated recipient for the amount specified and funded by Client, less any applicable charges, in accordance with Exhibits D and E conditioned upon Users who arrive at Client Facilities must agree to card member application agreements upon entering or exiting such Facilities, unless they objected to being issued such a prepaid card. Under these guidelines, prepaid cards may be issued as prepaid PIN debit cards with CIP approval or as prepaid stored value cards with CIP declines, assuming all other clearances are approved. As may happen from time to time, Users who do not qualify for any card, either CIP

approved or CIP declined, under the Program and therefore cannot be paid by card under any circumstances would need to receive Client's preferred method of payment conducted by Client. Use of the prepaid card by the designated recipient is subject to funds availability. Transaction fees, terms, and conditions also apply. A cardholder agreement accompanying the prepaid card will contain complete details. Client will be responsible for all other activities relating to recipients' funds, including but not limited to management of recipients' accounts, funding in full any prepaid cards issued on Client's behalf, or providing a phone for Users to acquire their PIN. Client will also provide assistance to Gray Hawk, and Gray Hawk will provide Client with support for charge-backs from financial institutions and other such charges, as set forth on Exhibit D, which may be updated from time to time." Gray Hawk agrees to provide Client with supporting documentation to verify charge backs.

2. Section 2.4 of the Agreement will have the addition of the following paragraph:

" **2.4.1 County's Right to Audit.** Gray Hawk agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Gray Hawk which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Gray Hawk agrees that Client shall have access during normal working hours to all necessary Gray Hawk facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give Gray Hawk reasonable advance notice of intended audits.

3. Section 3 of the Agreement is deleted and replaced in its entirety with the following:

" **3. Payment.** No consideration, meaning no net monetary cost to the Client, is payable to Gray Hawk under this Agreement with the understanding that the Client will charge Users, meaning depositors, appropriate offsetting fees or charges. However, Gray Hawk or Client will charge Users, according to the rates set forth on Exhibits D and E. These rates are subject to change due to market conditions, cost of service increases, and change of service providers' fees and may be updated from time to time."

4. Exhibit A of the Agreement is deleted and replaced in its entirety with the following Exhibits A1 and A2:

[The remainder of this page intentionally left blank.]

Exhibit A1

Williamson County, Texas (Correctional Facility) Client(s) and Deliverables

Gray Hawk will initially provide to Client Deliverables at each Facility, plus one hard copy and one soft copy of the *Facility Payment Process Information & Report Guide*, according to the following:

<u>Facility</u>	<u>Deliverables</u>
Gray Hawk implementation personnel will meet with key counties decision makers to determine the most efficient installation sites based on current and desired future processes.	Perform survey of each Facility to be included in the implementation. Recommend the type and quantity of materials required for each facility from the following: <ul style="list-style-type: none"> • intakePay machine for use at intake and booking (New) • Interactive Voice Response System • Web Payment Portal • kioskPay™ machine for public access and use • ReleasePRO prepaid card dispensing machine (New)
Location(s): Williamson County Jail 508 S. Rock Street Georgetown, Texas 78626	<ul style="list-style-type: none"> • Qty: <u>1</u> intakePay machine for use at intake and booking at each location • Qty: <u>1</u> Interactive Voice Response System • Qty: <u>1</u> Web Payment Portal • Qty: <u>1</u> kioskPay for public access • Qty: <u>1</u> ReleasePRO prepaid card dispensing machine

<u>Payment Medium</u>	<u>Account Type</u>	<u>Services</u>
<ul style="list-style-type: none"> • MasterCard/Visa/Discover • Debit Card • Cash • Green Dot Money Card 	Account types to be considered but not limited to: <ul style="list-style-type: none"> • Commissary/ Telephone/Trust • Self-bond • Prepaid cards for all releasees to whom any residual money is due from Commissary/Trust, Telephone, or Self-bond (exception: releases to Texas Dept of Criminal Justice). 	<ul style="list-style-type: none"> • The Services set forth in Section 2 of this Agreement

"Payment Medium" means the methods through which Gray Hawk will accept monies from Users at the intake and booking kiosk.

"Account Type" means the types of (a) deposit transactions through which an inmate may add funds through the Unit and (b) payment transactions through which a User may receive funds.

Exhibit A2

Williamson County, Texas Non-Corrections Departments' Facility(s) and Deliverables

Gray Hawk will initially provide to Client Deliverables at each Facility, plus one hard copy and one soft copy of the *Facility Payment Process Information & Report Guide*, according to the following:

<u>Facility</u>	<u>Deliverables</u>
Gray Hawk implementation personnel will meet with key county decision makers to determine the most efficient installation sites based on current and desired future processes.	Perform survey of each Facility to be included in the implementation. Recommend the type and quantity of materials required for each facility from the following: <ul style="list-style-type: none"> • Interactive Voice Response System • Web Payment Portal • kioskPay™ for public access and use • Network prepaid cards
Location(s): TBD	<ul style="list-style-type: none"> • Qty: <u>TBD</u> ezPay terminals for public access and use • Qty: <u>TBD</u> Interactive Voice Response System • Qty: <u>TBD</u> Web Payment Portal • Qty: <u>TBD</u> kioskPay for public access and use • Qty: <u>TBD</u> network branded prepaid cards

<u>Payment Medium</u>	<u>Account Type</u>	<u>Services</u>
<ul style="list-style-type: none"> • MasterCard/Visa/Discover • Debit Card • Cash • Green Dot Money Card 	Account types to be considered but not limited to: <ul style="list-style-type: none"> • TBD 	<ul style="list-style-type: none"> • The Services set forth in Section 2 of this Agreement

"Payment Medium" means the methods through which Gray Hawk will accept monies from Users at the intake and booking kiosk.

"Account Type" means the types of (a) deposit transactions through which an inmate may add funds through the Unit and (b) payment transactions through which a User may receive funds.

5. Exhibit E of the Agreement is deleted and replaced in its entirety with the following Exhibit E:

[The remainder of this page intentionally left blank.]

Exhibit E
Williamson County Sheriff's Office Facility(s) Payment and Fees

User (Depositor) Fees:

Gray Hawk will charge Users' fees according to the following schedules.

All Deposits or Payments, excluding:

- Inmate Trust Deposits part of Intake/Booking Process
- Inmate Self Release/Cash Bond Transactions

<u>Amount of Payment</u>	<u>Fee Per Cash or Cash Equivalent Transaction</u>	<u>Fee Per Debit/Credit Card Transaction</u>
<\$10.00	N/A	N/A
≥\$10.00 - <\$20.00	\$3.95	
≥\$20.01 - ≤\$50.00	\$6.95 (Credit or Debit: \$25.00 Minimum Deposit)	
≥\$50.01 - \$100.00	\$8.95	
\$100.01 - ≤\$9,488.00	\$10.95 + \$5.00 for every \$100.00, or portion thereof, > \$100.00	
>\$9,488.00	N/A	

By way of example but not as a limitation, a User who makes a deposit of \$20.00 to an inmate trust account would be assessed a User Fee of \$3.95 for a total charge of \$23.95.

All Intake/Booking-Related (Personal Property) Cash Deposits

<u>Amount of Payment</u>	<u>Fee Per Cash Deposit</u>
≥\$0.01 - ≤\$9,995.00	No Charge
>\$9,995.00	N/A

Release Settlement Payment via Prepaid Cards

<u>Amount Due upon Release</u>	<u>Fee Per Stored Value Card Issued upon Release</u>
≥ \$0.01 - ≤ \$1,000.00	No Charge

Prisoner Account Fund/Trust Account System Maintenance Fee

An inmate's Prisoner Account Fund/Trust Account will incur a one-time \$9.95 System Maintenance Fee concurrent with the inmate's first discretionary account transaction. By way of example but not as a limitation, an inmate will not incur a System Maintenance Fee who solely deposits cash into a Prisoner Account Fund/Trust Account during intake/booking as mandated by the Facility as part of the booking process' personal property seizure.

By way of example but not as a limitation, an inmate will incur a System Maintenance Fee who:

- Deposits funds into a Prisoner Account Fund/Trust Account during intake/booking not required by the Facility as part of the booking process' personal property seizure; and/or
- Purchases any item from the commissary; and/or
- Access funds for the purpose of bonding-out.

Exhibit E
Payment and Fees

Inmate Self Release/Cash Bond Deposits	
<u>Fee Per Cash or Green Dot MoneyPak®</u>	<u>Fee Per Debit or Credit Card Transaction</u>
The greater of \$50.00 or 10% of the bond paid	The greater of \$50.00 or 16.5% of the bond paid

Gray Hawk offers inmates the ability to self-bond using the intakePay machine. Family and friends may also gift monies to the inmate that may be used by them to pay their bond. These monies can be posted using one of the automated payment portals; i.e. kioskPay, ePay, ezPay, and/or telePay. When a facility processes bond payments using any of the aforementioned payment portals, certain rules may apply.

- For any single credit/debit card transaction >\$5,000.00, the payer must sign a credit/debit card authorization form (Appendix A), present a valid credit/debit card, and provide a valid government issued photo ID with their current address. Subject to Gray Hawk approvable.
- For bond deposits >\$10,000.00, the depositor must complete Internal Revenue Service Form 8300 attached hereto as Appendix B. This form requires the person to present a valid government issued photo ID with their current address, social security number/tax identification number. Applies to cash and wire transfers from accredited U.S. banks or financial institutions.

Exhibit E
Payment and Fees

Payment Process Information & Report Guide



I, _____, hereby certify that I am the legal account holder of the
Visa/Mastercard _____ and am authorized to make the
following
transaction:

Description:	Touchpay Bail Payment
Transaction Date:	
Order ID:	
Inmate ID:	
Card Number:	
Visa/ MasterCard:	
\$\$ Amount:	
Billing Information:	
Name:	
Address:	
City/State/Zip:	
Telephone Number:	

Authorization

I, _____, do hereby understand and authorize TouchPay to charge my
credit or check card for the amount entered plus a convenience fee
By signing below, I hereby certify that I agree that the origination of this credit or check card transaction
complies with the provisions of U.S. laws and Visa/Mastercard regulations. I agree to be held responsible
to the fullest extent in the event that this credit or check card is rejected or charged back.

Signature

Date

Printed Name

Social Security Number

Please fax back completed form to #817-230-4837 including a front and back
copy of the credit/check card and a copy of a valid photo id.

Exhibit E

Payment and Fees

APPENDIX – B Updated IRS Form 8300

IRS Form 8300 (Rev. June 2011) OMB No. 1545-0092 Department of the Treasury Internal Revenue Service	Report of Cash Payments Over \$10,000 Received in a Trade or Business ▶ See instructions for definition of cash. ▶ Use this form for transactions occurring after June 30, 2011. Do not use prior versions after this date. For Privacy Act and Paperwork Reduction Act Notice, see the last page.	FinCEN Form 8300 (Rev. June 2011) OMB No. 1506-0016 Department of the Treasury Financial Crimes Enforcement Network
1 Check appropriate box(es) if: a <input type="checkbox"/> Amends prior report: b <input type="checkbox"/> Suspicious transaction.		
Part I Identity of Individual From Whom the Cash Was Received		
2 If more than one individual is involved, check here and see instructions <input type="checkbox"/>		
3 Last name	4 First name	5 M.I.
		6 Taxpayer identification number
7 Address (number, street, and apt. or suite no.)		8 Date of birth (see instructions)
		M M D D Y Y Y Y
9 City	10 State	11 ZIP code
		12 Country (if not U.S.)
		13 Occupation, profession, or business
14 Identifying document (ID)	b Issued by ▶	
a Describe ID ▶	c Number ▶	
Part II Person on Whose Behalf This Transaction Was Conducted		
15 If this transaction was conducted on behalf of more than one person, check here and see instructions <input type="checkbox"/>		
16 Individual's last name or organization's name	17 First name	18 M.I.
		19 Taxpayer identification number
20 Doing business as (DBA) name (see instructions)		Employer identification number
21 Address (number, street, and apt. or suite no.)		22 Occupation, profession, or business
23 City	24 State	25 ZIP code
		26 Country (if not U.S.)
27 Alien identification (ID)	b Issued by ▶	
a Describe ID ▶	c Number ▶	
Part III Description of Transaction and Method of Payment		
28 Date cash received	29 Total cash received	30 If cash was received in more than one payment, check here <input type="checkbox"/>
M M D D Y Y Y Y	\$.00	
31 Total price if different from item 29		
\$.00		
32 Amount of cash received (in U.S. dollar equivalent) (must equal item 29) (see instructions):		
a U.S. currency	\$.00	(Amount in \$100 bills or higher \$.00)
b Foreign currency	\$.00	(Country ▶)
c Cashier's check(s)	\$.00	Issuer's name(s) and serial number(s) of the monetary instrument(s) ▶
d Money order(s)	\$.00	
e Bank draft(s)	\$.00	
f Traveler's check(s)	\$.00	
33 Type of transaction		34 Specific description of property or service shown in 33. Give serial or registration number, address, docket number, etc. ▶
a <input type="checkbox"/> Personal property purchased	f <input type="checkbox"/> Debt obligations paid	
b <input type="checkbox"/> Real property purchased	g <input type="checkbox"/> Exchange of cash	
c <input type="checkbox"/> Personal services provided	h <input type="checkbox"/> Escrow or trust funds	
d <input type="checkbox"/> Business services provided	i <input type="checkbox"/> Bail received by court clerks	
e <input type="checkbox"/> Intangible property purchased	j <input type="checkbox"/> Other (specify in item 34) ▶	
Part IV Business That Received Cash		
35 Name of business that received cash		36 Employer identification number
37 Address (number, street, and apt. or suite no.)		Social security number
38 City	39 State	40 ZIP code
		41 Nature of your business
42 Under penalties of perjury, I declare that to the best of my knowledge the information I have furnished above is true, correct, and complete.		
Signature Authorized official Title		
43 Date of signature	44 Type or print name of contact person	45 Contact telephone number
M M D D Y Y Y Y		

IRS Form 8300 (Rev. 6-2011)

Cat. No. 62122S

FinCEN Form 8300 (Rev. 6-2011)

5. Exhibit F of the Agreement is added in its entirety as follows:

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Exhibit F

Procedures for Storage and Distribution of Prepaid Cards, and Transfer of Funds into Prepaid Card Accounts

The following procedures apply to the storage and distribution of stored value prepaid cards ("Cards") at Client Facility(s), and to the deposit or transfer of funds belonging to individuals who are being released from such Client Facility into Card accounts upon issuance of Cards to such individuals.

- 1. Program Requirements.** Client shall use diligent efforts to: (a) distribute to inmates at Client such marketing and explanatory materials and legal disclosures or consent forms as Gray Hawk may provide to Client; (b) provide reasonable assistance and support to individuals being released from the Client regarding the process of obtaining a Card, and the depositing or transfer of such individual's funds into the individual's Card account; (c) obtain information from or about individuals being released from Client necessary to enable the verification of the identity of such individuals in conformity with established customer identification program ("CIP") requirements; (d) assist in obtaining written authorization and consents from inmates at Client to have their funds deposited or transferred into a Card account and receive a Card upon their release from the Client, and any other authorizations or consents to any type of information sharing; (e) assist in the distribution of Cards to individuals being released from the Client; (f) facilitate a practical means for the deposit or transfer funds belonging to individuals being released from Client into Card accounts, for such individuals who authorize such deposits or transfers of funds; and (g) assist in training its employees and other personnel on the safe handling of cardholder information, the secure storage and handling of Cards, and other matters, as such training requirements may be communicated to Client by Gray Hawk from time to time.
- 2. Legal Compliance.** Client acknowledges and agrees that: the offering, distribution, issuance, loading and administration of Cards is subject to applicable federal, state and local laws, payment network operating rules and payment card industry standards; and (b) in addition, Client has requirements to ensure legal compliance and risk-mitigation with regard to the offering, distribution, issuance, loading and administration of Cards and Card accounts; and (c) the foregoing legal and compliance requirements include, but are not limited to, requirements relating to data and card security, privacy, compliance with anti-money laundering and "know your customer" requirements under the PATRIOT Act, electronic fund transfers, Payment Card Industry Data Security Standard (PCI-DSS) requirements, and CIP requirements.

Client agrees to comply with the foregoing requirements applicable to the offering, distribution, issuance, loading and administration of Cards at Client; as such, requirements may be communicated to Client by Gray Hawk from time to time. The provision of Cards at Client may be suspended or terminated at any time by Gray Hawk in its reasonable discretion in the event of noncompliance with applicable legal and compliance requirements.
- 3. Reporting.** Client shall provide reporting concerning the storage and distribution of Cards, and the deposit or transfer of funds into Card accounts, in a format and with the content and frequency as shall be reasonably determined by Gray Hawk.

4. **Marketing Materials.** The content and format of any marketing or informational materials that describe the Cards must be approved by Gray Hawk prior to distribution to Client's inmates, employees or other personnel. Marketing or informational materials relating to the Cards may only be distributed to Client's inmates, employees or other personnel in connection with the distribution of Cards, and shall not be provided to any other third parties.
5. **Card Storage and Security.** Client shall design and implement reasonable and appropriate physical, technical and administrative safeguards and procedures to securely store any Cards and nonpublic information of Cardholders in Client's possession or control. Client shall be solely responsible for all losses, liabilities, and expenses arising from: (a) theft, loss, destruction, fraudulent use or other misuse of any Cards or nonpublic information of Card holders in Client's possession or control, and any funds of inmates or personnel at Client that are in Client's possession or control; or (b) the gross negligence or willful misconduct of Client or any of its officers, directors, employees, contractors, volunteers or agents.
6. **Security Breaches.** Client shall assist Gray Hawk in investigating and taking any action reasonably necessary to remedy any security breach, dispute, inquiry or claim that concerns the Client's storage, distribution, handling, possession or control of Cards; and to ensure that circumstances or events that gave rise to the security breach, dispute, inquiry or claim will not recur.
7. **Notification of Legal Action.** Client shall promptly notify Gray Hawk of any current, pending or threatened investigative or enforcement action of any government agency, or any lawsuit, legal action, consent decree or settlement with any governmental agency or private person or entity relating to the Client's storage, offering, distribution, handling, possession or control of Cards.
8. **Publicity.** Client shall not issue any written press release, advertisement or publication that mentions Gray Hawk or the issuer or program manager of the Cards by name or logo, without the prior written consent of such party.
9. **Audit.** Gray Hawk and its authorized representatives may at any time, upon reasonable notice, visit locations of Client's networks, systems or premises to inspect and assess Client's compliance with these procedures.
10. **Indemnification.** Client will indemnify, defend and hold harmless Gray Hawk and the Card program manager from and against all third party claims, losses, liabilities and expenses (including reasonable attorneys' fees) to the extent arising out of Correctional Facility's material breach of the foregoing procedures.

6. This Amendment may be executed in identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. This Amendment, once executed by a party, may be delivered to the other party hereto by electronic transmission of a copy of this Amendment bearing the signature of the party so delivering this Amendment.
7. Except to the extent set forth herein, all other terms and provisions of the Agreement shall remain in full force and effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused their respective signatures to this Amendment No. 1 to Master Services Agreement to be duly executed as of the date first written above.

Gray Hawk Payment Technologies, Inc.

Williamson County, Texas

By: David M. Walker

Name: David M. Walker

Title: V.P. Sales

By: [Signature]

Name: 10-13-2011

Title: _____