C5-17-02

JUN 12 AM11:06

Dear Iris Kraft,

Renewal of Payment Processing Services Agreement

This letter confirms the renewal of the Contract on the terms set out below.

General information

No.	Topic	Details
1	**Department**	Name: Office of Management & Budget
2	**Vendor**	Name: Bill2Pay
3	**Contract**	Contract title: Payment Processing Services Agreement
		Contract tracking number: CM2272-AR2

Contract Renewal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to extend the term of the Contract for one (1) year, beginning October 1, 2017 and ending September 30, 2018, in accordance with clause in paragraph 2-Agreement Term of Contract.
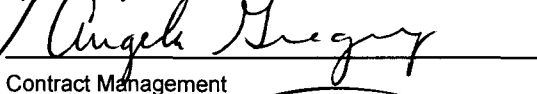
If you need more information or would like to discuss this matter further, please contact Angela Gregory on 904-530-6040 or at agregory@nassuacountyfl.com

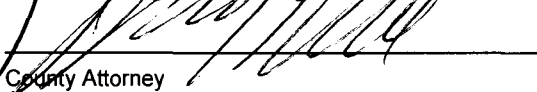Yours sincerely

_____   6/14/17
Justin Stankiewicz   Date

Approved by:

_____   6/14/17
Contract Management   Date

_____   6/14/17
Office of Management & Budget   Date

_____   6/15/17
County Attorney   Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

_____   4-23-17
Shanea Jones, County Manager   Date

CONTRACT APPROVAL FORM

CONTRACTOR INFORMATION

Name: ___Bill2Pay___

Address: ___4700 140th Avenue N., Suite 106___ ___Clearwater,___ ___FL___ ___33762-3846___

                                                          City   State   Zip

Contractor's Administrator Name:___Iris Kraft___ Title:___Co-President/Chief Operations Officer___

Tel#: ___727-449-3940___ Cell: ___727-902-5406___ Email: ___iris.kraft@bill2pay.com___

CONTRACT INFORMATION

Contract Name:___Payment processing Services Agreement___ Contract Value: ___N/A___

Brief Description: ___Execution of a PCI Responsibility Matrix and Agreement___

Contract Dates : From: _____to _____ Status: ____New _X_ Renew _ Amend# ___WA/Task Order

How Procured: __ Sole Source ___ Single Source ___ ITB ___ RFP ___RFQ ___ Coop. _X_Other _Financial Service_

If Processing an Amendment:

Contract #: _CM2272_ Increase Amount of Existing Contract: ___no change in contract terms or dates___

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. _____   _Various Departments_
    Department Head Signature   Date   Funding Source/Acct #

2. _Charlotte Young_ _12/11/15_
    Contract Management   Date

3. _____ _12-14-15_
    Office of Management & Budget   Date

4. _____ _12-15-15_
    County Attorney (approved as to form only)   Date

Comments: _____

COUNTY MANAGER FINAL SIGNATURE APPROVAL

_____ _12/15/15_
    Ted Selby   Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:
    Original: Clerk's Services; Contractor (original or certified copy)
    Copy: Department
              Office of Management & Budget
              Contract Management
              Clerk Finance

Bill2Pay

PCI Responsibility Matrix and Agreement

PCI Requirement	Bill2Pay, LLC (Service Provider) Responsibility	Client Responsibility
1: Install and maintain a firewall configuration to protect cardholder data	Limiting network access to and from devices used within the Bill2Pay, LLC online ordering platform to the most restrictive possible	Although not directly handling cardholder data, where applicable client is advised as best practices to maintain firewall configurations that protect internal networks and any data.
2: Do not use vendor-supplied defaults for system passwords and other security parameters	Adhering to CIS-derived system hardening policies for all devices and systems within the Bill2Pay, LLC online ordering platform.	Although not directly handling cardholder data, where applicable client is advised as best practices to not use vendor-supplied defaults or system passwords and other security parameters.
3: Protect stored cardholder data	Securely storing (or not storing) cardholder data within the Bill2Pay, LLC platform in line with PCI Requirement 3.	Not applicable, client does not store cardholder data.
4: Encrypt transmission of cardholder data across open, public networks	Requiring secure transmission of cardholder data into the Bill2Pay, LLC platform and sending data to payment gateways in the most secure manner supported.	Although not directly handling cardholder data, where applicable client is advised as best practices to encrypt transmission of data regardless of type but especially sensitive data.
5: Protect all systems against malware and regularly update anti-virus software or programs	Regularly scanning Bill2Pay, LLC platform servers for malware and viruses with up-to-date anti-virus software.	Although not directly handling cardholder data, client is advised as best practices to protect all systems against malware and regularly update/maintain anti-virus software or programs.
6: Develop and maintain secure systems and applications	Following secure development and change control procedures for all changes to Bill2pay, LLC platform components and ensuring that all Bill2Pay, LLC platform components have the latest	Although not directly handling cardholder data, where applicable client is advised as best practices to follow secure development, change control and patching processes.

Bill2Pay

	vendor-supplied security patches installed.	
7: Restrict access to cardholder data by business need to know	Restricting access to cardholder data to systems and parties authorized within Bill2Pay, partners or by client.	Not applicable.
8: Identify and authenticate access to system components	Identifying and authenticating access to Bill2Pay, LLC controlled components in PCI scope.	Although not directly handling cardholder data, where applicable client is advised as best practices to identify and authenticate system components but especially sensitive data areas.
9: Restrict physical access to cardholder data	Restricting physical access to Bill2Pay, LLC's platform to PCI level 1 hosting providers.	Not applicable.
10: Track and monitor all access to network resources and cardholder data	Logging and monitoring all activity occurring within the Bill2Pay, LLC Platform	Although not directly handling cardholder data, where applicable client is advised as best practices to track and monitor access to local network resources especially in areas where card scan devices may be installed.
11: Regularly test security systems and processes.	Testing the security systems and processes for the Bill2Pay LLC card processing Platform.	Not applicable.
12: Maintain a policy that addresses information security for all personnel	Maintaining security policies for all Bill2Pay, LLC employees and contractors	Although not directly handling cardholder data, where applicable client is advised as best practices to establish an information security policy for all personnel.

Examples of Bill2Pay's Responsibilities
- Preventing credit card data from being intercepted in-transit between a client submitting credit card data and our platform servers.
- Preventing credit card data stored or transmitted within our platform from being stolen by unauthorized parties.
- Restricting access to sensitive data transmitted and stored by Bill2Pay's platform to only those with a business need.

Bill2Pay

Examples of Client Responsibilities
- Maintaining patched and updated malware tools supporting systems.
- Regularly updating operating systems and applications installed
- Security of third party developers or agencies that develop for client and may interface with Bill2Pay's platforms
- Security of POS system(s) scanners and local environments that interface with Bill2Pay's platforms.

Examples of End-User Responsibilities
- Security of the device or browser being used to enter credit card data. For example, Bill2Pay is not responsible for malicious browser plugins or key loggers.

By this written agreement, known as the "PCI Responsibility Matrix and Agreement", Bill2Pay provides acknowledgement that Bill2Pay, the service provider, is responsible for the security of cardholder data it may possess or otherwise store, process or transmit on behalf of the Client, or to the extent that they could impact the security of the Client's cardholder data. The Client acknowledges and agrees to Bill2Pay's and its responsibilities in the above responsibility matrix.

Bill2Pay LLC

Iris Kraft
_____
Signature

Iris Kraft
_____
Printed Name

Co – President, COO
_____
Title

October 27th, 2015
_____
Date

Nassau County Board of County Commissioners

_____
Signature

T. J. Selby
_____
Printed Name

Co. Mgr
_____
Title

12/15/15
_____
Date

CONTRACT APPROVAL FORM

CONTRACTOR INFORMATION

Name: _____Bill2Pay_____

Address: ____4700 140th Avenue N., Suite 106_____ ___Clearwater,____ __FL.__ ___33762-3846___
                                                          City   State   Zip

Contractor's Administrator Name: __Iris Kraft_____ Title: __Co-President/Chief Operations Officer___

Tel#: __727-499-3940 Cell: 727-902-5406__ Fax: _____ Email: _____iris.kraft@bill2pay.com_____

CONTRACT INFORMATION

Contract Name: ____Payment Processing Services Agreement_____ Contract Value: _____Est. $2,000/yr.___

Brief Description: ____Processing of electronic payments for BOCC departments_____

Contract Dates : From: _____to _____ Status: _X_ New ____ Renew _ Amend# ___WA/Task Order

How Procured: __ Sole Source ___ Single Source __ITB ___RFP __RFQ ___ Coop. _X_ Other "Financial Service" exempt.
If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. _____   10-5-15   ____Various Departments_____
    Department Head Signature   Date   Funding Source/Acct #

2. Charlotte Young _____   _____
    Contract Management   Date

3. _____   10-5-15
    Office of Management & Budget   Date

4. _____   10-5-15
    County Attorney (approved as to form only)   Date

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

_____   10/7/15
Ted Selby   Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:
         Original: Clerk's Services; Contractor (original or certified copy)
         Copy: Department
                        Office of Management & Budget
                        Contract Management
                        Clerk Finance

Bill2Pay

Payment Processing Services Agreement

Terms and Conditions

Client	Nassau County Board of County Commissioners	Effective Date:	October 1, 2015
		Initial Term End Date:	September 30, 2017

This Payment Processing Services Agreement ("Agreement") is entered into as of the Effective Date by and between Bill2Pay LLC., ("Company") a Florida Corporation with offices in Jacksonville and Clearwater, Florida, and the above referenced Client, with office in Yulee, FL.

1   SCOPE OF SERVICES

Company shall furnish the services and implement the general product as set forth in the attached Exhibit A which is incorporated herein and made a part of this Agreement.

2   COMPENSATION

2.1   FEES

As consideration for the services set forth in Exhibit A, Client shall pay the Company the fees according to the previsions contained in Exhibit B.

2.2   PRICING CHANGES

The fees defined in Exhibit B are fixed for the initial twenty-four (24) month term of the Agreement provided Client does not make a substantial change not in accordance with the service description set forth in Exhibit A. Substantial changes include, but are not limited to, initiating a change in the form of Client's customer payments, Automated Voice Response Systems (IVR), Web pages and links, operating procedures, invoices, account numbers, or any other similar changes.

Should Client desire to make any such change, it shall give the Company at least thirty (30) days advance written notice. Client shall be responsible for any additional expenses incurred by Company.

Credit processing rates, and rules, are not controlled by the Company and they may change without prior notice. If such rates increase Company will increase the electronic pricing structure outlined in Exhibit B to reflect such rate increase.

2.3   INVOICES

Company will send Client a monthly invoice for all charges incurred. The invoices will also include detail for volumes and the number of transactions processed.

Client shall pay invoices within forty-five (45) days of issue. Invoices not paid within forty-five days shall be charged interest which compounds daily. The interest rate shall be the lower of 18% simple interest, or the highest amount allowable under applicable law. This interest shall accrue from the issue date and shall continue until invoice is paid in full.

Should Client object to any invoice or portion thereof then Client shall pay such invoice under protest. Should the parties not be able to resolve such dispute the matter shall be resolved pursuant to subparagraph 10.1 – Arbitration.

Invoices and detail will be sent to:	Payment will be sent to:
Nassau County BOCC – OMB	Bill2Pay
9613 Nassau Place, Suite 2	4700 140th Ave. North, Ste 106
Yulee, FL 32097	Clearwater, FL 33762

2.4   CHARGEBACKS AND OFFSET

Company may withhold from all payments or disbursements made to Client under this Agreement any amounts owed Company due to Client's customer's returned payments, chargebacks, and all other amounts owed by client to company. These amounts will include these amounts and applicable fees. In the event Company is not reimbursed for these amounts it will constitute a withholding off fees governed by paragraph 4.2 of this Agreement.

3   AGREEMENT TERM

3.1   INITIAL TERM

This Agreement shall have an initial twenty-four (24) month term ending at midnight on September, 30th 2018.

3.2   RENEWAL OPTIONS

This term will be automatically extended for successive one (1) year terms unless terminated by Company or Client, pursuant to the provisions contained in paragraph 4 – Termination.

4   TERMINATION

4.1   TERMINATION FOR CONVENIENCE

Company or Client may terminate this Agreement for convenience, without further obligation, upon ninety (90) days written notice to the other party.

4.2   TERMINATION FOR CAUSE

Company or Client may terminate this Agreement, without further obligation, upon written notice to the other party if the other party breaches any material term of the Agreement and such breach remains uncured for thirty (30) days after receipt of said notice.

Company may terminate this Agreement, without further obligation, upon written notice to the Client if the Client withholds, or does not pay, any fees claimed by Company. In such event the period to cure shall be seven (7) days after receipt of said notice.

5 RESPONSIBILITIES

5.1 RESPONSIBILITY FOR THE DATA

Company assumes no liability for loss of input payment data, checks or other information before such data is in possession of Company. Company does not guarantee any payment for goods or services provided by Client. Company shall not be liable for any consequential, special, exemplary, incidental or indirect damages.

Company will reimburse Client for the recovery of overdraft fees charged to a Client customer as a direct result of a payment transaction error by Company. Company will further reimburse Client for any payments made by Client to Company which may be subsequently reversed for any reason.

The term Company shall include all employees, directors and officers of Company as well as independent contractors hired by the Company to perform any part of the services to be furnished under this Agreement.

Possession of the data by the Company first occurs when the items to be processed are delivered electronically and successfully stored by the Company's electronic payment application, or when items are delivered physically to Company's lockbox processing facility and ends when the information has been delivered to the Client's depository institution. Company ensures the protection and integrity of the data in its systems.

6 INSURANCE AND BOND

Company shall maintain the following coverage:

I. Worker's Compensation Insurance which shall fully comply with the statutory requirements of applicable state and federal laws.
II. Employers' Liability Insurance with limits no lower than $500,000 per accident, $500,000 for disease per employee and $500,000 disease policy limits.
III. Commercial General Liability Insurance with a minimum combined single limit of liability of $1,000,000 per occurrence per location and $2,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury. This policy shall include products, completed operations coverage, and Broad Form Contractual Insurance specifically covering this Agreement.

IV. Fidelity Bond for coverage for the dishonest acts of its employees with a minimum amount of $1,000,000.

7 CONTRACT DOCUMENTS

7.1 CONTRACT DOCUMENTS

The following Contract Documents are incorporated into and made part of this Agreement. In the event of any conflict between the Contract Documents or any ambiguity, the following priority is hereby established:

    I.   Signed Amendments to this Agreement
    II.   This Payment Processing Services Agreement
    III. Exhibits to this Agreement

Client has read and executed these exhibits.

7.2 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. No other representations have been made by either of the parties other than what has been set forth herein. This Agreement may only be amended by written amendment signed by both parties.

All of the representations made by Company with respect to the provisions of the services are set forth in this Agreement and Client acknowledges that it has not relied upon any other statements Client acknowledges that it has not relied upon any other prior statements or negotiations.

7.3 SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court, or arbiter, finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7.4 HEADINGS

Section headings are only included for reference and convenience. They are not intended to define the scope of any provision and should not be used to construe or interpret this Agreement.

8 CONTACTS

8.1 NOTICES

Whenever, under this Agreement, one party is required to give notice to the other, such notice shall be deemed given, if mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as shown below. Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

Client	Bill2Pay LLC.
Nassau County BOCC – OMB	Bill2Pay
9613 Nassau Place, Suite 2	4700 140th Ave. North, Ste 106
Yulee, FL 32097	Clearwater, FL 33762

8.2 ASSIGNMENT

No party may assign or transfer any of its rights or obligations under this contract without the prior written approval of the other party, except that the Company may assign this contract without the prior written approval of the Client to an affiliate or to any entity acquiring all or substantially all of the rights or assets of Bill2Pay.

8.3 PRIMARY CONTACTS For informational purposes only

Charlotte Young	Iris Kraft
Nassau County BOCC – OMB	Bill2Pay
9613 Nassau Place, Suite 2	4700 140th Ave. North, Ste 106
Yulee, FL 32097	Clearwater, FL 33762

9 FORCE MAJEURE – SUSPENSION OF OPERATIONS

Performance of these services will be provided in Company's facilities in either Clearwater or Jacksonville, Florida. Neither party shall be liable for damages for delay in Services should both of these facilities be unavailable due to causes beyond its control and without its fault or negligence. In the case of Company, Company shall within four (4) hours from the beginning of such delay, notify Client of the cause of delay and Company's contingency plan to cure such delay.

These causes include, but are not limited to, acts of God, acts of public enemy, acts of the government, foreign or domestic terrorists, fires, floods, epidemics, strikes, labour disturbances, and freight embargoes. It will not including delays caused by subcontractors or suppliers.

If a delay exceeds a total of five (5) days, Client may immediately with necessity of further notice, terminate this Agreement. Where Company is prevented from providing the Services due to a cause listed above, Company shall use its best efforts to resume Services as soon as such cause ends.

10 DISPUTE RESOLUTION

10.1 ARBITRATION

Company and client agree that any dispute arising from or relating to this Agreement, shall be decided through arbitration under the Commercial Rules of the American Arbitration Association, which shall be held in Jacksonville, Florida.

10.2 CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Florida.

10.3 VENUE

If for any reason the parties do not arbitrate in accordance with subparagraph 10.1 the parties agree to Jacksonville, Florida as the exclusive venue and jurisdiction for any dispute arising from or relating to this Agreement.

10.4 WAIVER OF JURY TRIAL

Company and Client both waive any right to a jury trial for any dispute arising from or relating to this Agreement.

11 SIGNATURES

In Witness whereof, the parties hereto have executed this Agreement as of the Effective Date by the undersigned officer's thereunto duly authorized.

Nassau County Board of County Commissioners

Sign: _____

Name: _____T. J. Selby_____

Title: _____Co. Mgr._____

Date: _____10/7/15_____

Bill2Pay LLC.

Sign: _____

Name: _____Iris Kraft_____

Title: _____Co – President, Chief Operations Officer_____

Date: _____10/6/2015_____

Exhibit A - Payment Processing

Company shall provide a payment system to the client that will allow the client to take credit/debit card and E-Check (ACH) transactions for its end users. Company's payment channels include our Point of Sale (POS), Online, Interactive Voice Response (IVR) and Text Payment Solutions. The POS solution is part of our Client Administration Tool, which is necessary to have in order to take walk up / face to face, online IVR or text payments.

1. Client Administration Tool: A simple-to-use web based system that allows for managing end users credit/debit and E-Check payment transactions. Client will be provided with a secure web link. The Client Administration Tool is a self-managed application and has the following features built in:
   - Real-Time Reports: All payment transactions are recorded in real-time into our reports. The daily reconciliation and payment transaction reports are two ad hoc reports which the client can create on demand. The payment report is used for managing the payment transactions and the transaction reconciliation report will match to the penny to ourclient's bank deposits. Both reports can be exported into XML, CSV and PDF formats.
   - Point-Of-Sale (POS) Solution: The POS Solutions gives the client the ability to take credit/debit and E-Checks (ACH) payments for walk-in or phone-in payments. Once the credit/debit card or E-Check (ACH) transaction is approved, the payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time. Note: If a phone E-Check (ACH) payment is taken by the client the conversation needs to be recorded.
   - User Level and Office Manager: The Client Administration Tool lets the client set up different user level rights. It is also possible to set up different offices/payment locations within the system.
   - Payments Search: The Systems Payment Search function lets the client specify different search criteria to find a particular payment transaction.
   - Other Functions: The client will have the ability to void/return payments, and print duplicate receipts.
2. Online Solution: Online payments solutions allow the client's end users to make a credit/debit card and/or E-Check (ACH) payment online via the company's secure payment website link. The payment website link will be hosted by the company and branded to the client's website to give the payments web links the look and feel of the client's website. The Web payments page clearly states that the processing (convenience) fee for credit/debit card and E-Check (ACH) payments is being applied by a third party, Bill2Pay, not the Client. Once the credit/debit card or E-Check (ACH) transaction is approved, the online payment will be recorded in Bill2Pay's reports in the Administration Tool in real-time. The Web payments page clearly states how customer information is handled (i.e. for customer authorized payment transactions only, and for no other purpose). Implementation and Data File Integration charges may apply as outlined in the Pricing Sheet in Exhibit B.
3. Client Training and System Support:
   - Bill2Pay will train the client at no cost on how to use the Bill2Pay system via online web sharing training tools.
   - The Client will be provided with an account representative that will be available to the client during client's normal business hours. The client will be provided with an after hour support number and e-mail address.
   - Bill2Pay's Call Center to answer customer payments questions is open Monday through Friday from 9 am to 6 pm EST. It will be closed during major holidays such as President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas and New Year's.

4. **Systems Testing:** Upon execution of the contract, the Parties shall begin implementation activities that include a thorough testing regimen to confirm that Company and the Client are prepared to accept and accurately process all transmissions.

5. **Other Items:**
   - Client is responsible for all Chargebacks and Returned E-Check (ACH) transactions. The Company shall immediately reimburse all Chargebacks/Returned E-Checks (ACH), including through netting out the Chargeback/ Returned E-Check (ACH) amount from the next deposit, regardless of the ultimate resolution.
   - If required by the credit card organizations, client will enter into all applicable Merchant Card Agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation, with respect to the use of specific Card logos and marks.
   - If the funds are available and not subject to reversal, the Company will transfer the monies collected into the Clients bank account within two business days following the midnight of the day the funds are deposited with Company. The two business day funding option is only available if no American Express Credit Cards are accepted. If American Express Credit Card transactions are accepted the Company will transfer the monies collected into the Clients bank account within three business days following the midnight of the day the funds are deposited with Company.
   - Data transmissions must be compatible with the Client's accounts receivable application; Company's payments processing systems and Data transmissions must be compliant and compatible with any applicable Health Insurance Portability and Accountability Act (HIPAA) provisions, PCI provisions, and Red Flag compliant.
   - Company will maintain functionality of Bill2Pay Electronic in compliance with all state, county, and municipal mandates and laws. Client will notify Company of any upcoming changes in this regard.
   - Company ensures the integrity and protection of the data in its systems.
   - Client will ensure that terminated client's employee's user account will be deactivated or deleted in Bill2Pay's system upon client's employee's termination.

Initial Here:

_____ _JK_
Client   Company

Exhibit B - Pricing

Initial Here:

_____   _1K_
Client   Company