



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Panola County, Texas, with offices at 110 S Sycamore Street, Suite 213A, Carthage, Texas 75633 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated April 26, 2023 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

- 1. The Tyler Payments fee schedule attached hereto as Exhibit 1, is hereby incorporated into the Agreement as Schedule 1 to Exhibit A.
2. The statement of work for Vitals Access attached hereto as Exhibit 2, is hereby incorporated into the Agreement as Schedule 1 to Exhibit E.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Panola County, TX

By: Gus Tenhundfeld

By: Rodger G. McLane

Name: Gus Tenhundfeld

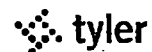
Name: Rodger G. McLane

Title: Inside Sales Manager

Title: County Judge

Date: 01/18/2024

Date: January 17, 2024





**Exhibit 1
Tyler Payments Fee Schedule**

Tyler Payments:

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tyler-tech.com/terms/payment-card-processing> agreement.

By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance (if required).

Technology Fee will be charged to the constituent and applied to each document requested.

Electronic Payment Costs If passing transaction costs to the payer		
<u>Technology Fee</u> – Flat fee per document per document, payable to Tyler Technologies. Can be passed to submitter or absorbed by the County.	eCertify \$3.00	Vitals Access \$4.00
<u>ID.Me (if applicable)</u> – Fee for identification authentication (this would be in place of notarized documentation for identity authentication).	N/A	\$2.00
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express	3.50% per transaction	
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.95	
Miscellaneous Costs		
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00	
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00	

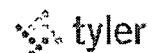




Exhibit 2
Vitals Access Statement of Work

The Vitals Access Statement of Work follows.

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Vitals Access

Project Objective

Vitals Access provides a secure, easy-to-use portal for county customers to request and pay for copies of vital records online, via Self Service. Once verification of identity has taken place, customers can pay for the copies via credit card or eCheck.

Vitals Access requests flow seamlessly into the Self Service request queue for review by county staff to verify identification documentation, print requested document(s), then finish and receipt them.

Once complete, the customer will receive an email notification which informs them their document is on the way. If the request/order could not be fulfilled, the county customer would receive an email explaining the issue and instructions for correcting the issue.

Project Overview

- Add the county to the Vitals Access portal and connect with Eagle Recorder
- Create the fillable PDF forms and configure the request types
- Configure fees for each request type
- Configure shipping options offered by the county
- Obtain and configure merchant accounts in Tyler Payments (please see information on page 3)
- Create links between the county's website and the Vitals Access portal

Project Prerequisites and Requirements

- Eagle Recorder must be on version 2022.1, and have the necessary modules and web services installed and enabled.
- Self Service Actions need to be configured for the request types that will come be submitted through the Vitals Access portal.
- County will need to obtain merchant account agreements through the Tyler Payments team (please see information on page 3)
- County will need to create a fillable PDF form for each request type. This can be done using 3rd party tools such as Adobe Acrobat.

Outside of Project Scope

- Tyler staff may assist or offer guidance on creating the PDF forms, but the county is ultimately responsible for the forms they present to their customers.
- Vitals Access is intended to be used for copies of Birth, Death, Marriage, and DD214 documents. Other document types, such as marriage license applications and fictitious business names should be processed using the existing Self Service module.
- House accounts cannot be used for payment in the Vitals Access portal.

Process

Task	Owner
Project Kickoff	Tyler Project Manager
Obtain merchant account agreements	Tyler Payments Consultant
Training on Tyler Payments reports and tools	Tyler Payments Consultant
Review forms to be accepted	Tyler Implementation Consultant
Create the fillable PDF forms and send to Tyler	County Staff
Configure the connection between TEST Eagle Recorder and TEST Vitals Access portal	Tyler Implementation Consultant
Configure the forms, fees, fee parameters, and shipping methods in TEST Eagle Recorder and TEST Vitals Access	Tyler Implementation Consultant
Training on how to use Vitals Access	Tyler Implementation Consultant
Acceptance test the submission and fulfillment process in TEST	County Staff
Configure PRODUCTION Tyler Payments	Tyler Payments Consultant
Configure PRODUCTION Eagle Recorder and Vitals Access based on test systems	Tyler Implementation Consultant
Acceptance testing in PRODUCTION	County Staff
Share promotional materials with the county	Tyler Implementation Consultant
Share support information with the county	Tyler Implementation Consultant
Add links from the county web site to Vitals Access	County IT
Go Live	Tyler Implementation Consultant
Handoff to support	Tyler Implementation Consultant/Support Manager



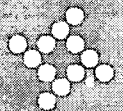
Acceptance

The following process will be used for accepting Deliverables and Control Points:

1. County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If county does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld Tyler deems the Deliverable or Control Point as accepted.
2. If county does not agree the particular Deliverable or Control Point meets requirements, county shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
3. Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If county does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deem the Deliverable or Control Point as accepted.

Additional Notes

The enclosed scope is good-faith estimate. Any changes in scope may require an additional scope of work with additional cost. Any additional consultation from Tyler may increase scope and may require additional billable time done on a time and materials basis.








Panola County, TX Amendment PE 011824

Final Audit Report

2024-01-18

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-  Document created by Tracey Stegemann (tracey.stegemann@tylertech.com)
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