

**ATTACHMENT 5  
AGENCY PARTICIPATION AGREEMENT  
BETWEEN**

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**and**

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This Participation Agreement, effective as of the date last signed below, is entered into between \_\_\_\_\_ (Contractor) and \_\_\_\_\_ (Participant), an Agency Participant, in accordance with the contract (No. TR\_\_\_) entered into between the Contractor and the Department of Financial Services (Department), together with the attachments thereto (e-Payment Collection and Processing Services Contract).

**I. PARTICIPATION TERMS AND CONDITIONS**

- A. Capitalized terms used in this Participation Agreement, other than those specifically defined herein, have the meanings prescribed in the e-Payment Collection and Processing Services Contract's Attachment 2, Statement of Work.
- B. By signing this Participation Agreement, the Participant and the Contractor agree to be bound by the terms of this Participation Agreement and the e-Payment Collection and Processing Services Contract in the performance of their obligations. By signing below, the Participant represents that a copy of the e-Payment Collection and Processing Services Contract has been provided or made available to it.
- C. The Participant hereby authorizes the Contractor to share with the Department any and all information (excluding a Customer's personally identifiable information) that the Contractor has or obtains pursuant to this Participation Agreement or the e-Payment Collection and Processing Services Contract.

**II. PARTICIPANT'S INFORMATION**

Any material provided by the Participant that is marked "Confidential" may only be used by the Contractor, Payment Card Organizations, or other necessary third parties to perform services under this Participation Agreement. At any reasonable time, the Contractor or any Payment Card Organization may audit the Participant's records relating to this Participation Agreement.

**III. FEES TO BE PAID TO CONTRACTOR**

Pricing for the services provided hereunder is set forth in the e-Payment Collection and Processing Services Contract's Attachment 3, Price Response. In accordance with the terms set forth in the e-Payment Collection and Processing Services Contract, invoicing will occur monthly.

#### **IV. EFFECTIVE DATE AND TERMINATION**

- A. Unless terminated earlier by either party, this Participation Agreement will remain in full force and effect until the earlier of (i) termination, cancellation, or expiration of the e-Payment Collection and Processing Services Contract or (ii) any date provided here:  
\_\_\_\_\_.
- B. The Participant may terminate this Participation Agreement at any time by giving the Contractor ninety (90) days' written notice. Either party may terminate this Participation Agreement after a default by the other party, as provided in the e-Payment Collection and Processing Services Contract.

#### **V. NOTICES AND REQUESTS**

- A. See Section 40, Notices, of the e-Payment Collection and Processing Services Contract's Attachment 1, Standard Terms and Conditions, for details pertinent to the provision of "written notices" or notices "given in writing."
- B. Routine notices required by Addendum C, Selected Portions of the Contractor's BAFO, may be delivered by e-mail to the e-mail address specified in the addendum or, if not so specified therein, specified by the Contract Manager of the party receiving the notice.
- C. The Participant shall submit all requests for new services or POS equipment or supplies, or for replacement POS equipment or supplies, to the Department's Contract Manager via e-mail. If approved, the Department will initiate the request to the Contractor on behalf of the Participant.
- D. If the Participant has grounds for any claim, counterclaim, or dispute related to this Participation Agreement, it shall notify the Department so that the Department can proceed with the process outlined in Section 8, Dispute Resolution, of the e-Payment Collection and Processing Services Contract's Attachment 1, Standard Terms and Conditions. The Participant shall provide the Department with all information and assistance necessary to complete said process.
- E. The Participant shall copy the Department on all e-mails to the Contractor related to the Participant's transition during the Project.

#### **VI. ELECTION OF OPTIONAL SERVICES**

The Participant hereby elects to receive the following optional services. The terms and conditions related to the optional services that are contained in a particular attachment or addendum will not apply to the Participant unless and until the Participant elects, by indicating herein or by future written election signed by the parties, to utilize such optional service.

[This section will be modified to list the optional services available under the Contract, and corresponding terms, or deleted if no optional services with additional terms are offered by the Contractor.]

## VII. MISCELLANEOUS PROVISIONS

- A. This Participation Agreement, incorporating the terms of the e-Payment Collection and Processing Services Contract, contains the entire understanding of the parties and supersedes any and all previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof.
- B. This Participation Agreement may not be amended except by an instrument in writing signed by an authorized representative of each party.
- C. This Participation Agreement is binding on the parties and their successors and assigns.
- D. The Participant's Go-Live date is scheduled for [insert date], and all implementation and testing will be completed prior to this date.

## VIII. PARTICIPANT'S CONTRACT MANAGER

Changes to the name or contact information of the Contract Manager listed below will be made in accordance with Section 2.c., Contract Managers, of the e-Payment Collection and Processing Services Contract's Attachment 1, Standard Terms and Conditions.

### Participant's Contract Manager:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
e-mail \_\_\_\_\_

## IX. PUBLIC RECORDS

The following information is provided in accordance with section 119.0701, F.S.:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE PARTICIPATION AGREEMENT, CONTACT PUBLIC RECORDS AT:**

**Telephone:** [Participant's public records phone number]  
**Email:** [Participant's public records e-mail]  
**Mailing Address:** [Participant's public records mailing address]

**Participant's  
Name:**

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**By:**

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**Printed Name:**

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**Title:**

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**Date:**

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**Contractor's  
Name:**

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**By:**

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**Printed Name:**

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**Title:**

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**Date:**

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