


Purchase Change Request		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100	Order # PayOGFE/12
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FY 2014	Buyer JB	Date 07/26/13	Account	P.O. Date 11/02/12	Contract
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input checked="" type="checkbox"/> Open End Contract Purchase Order <input type="checkbox"/> Agreement	Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. PAYOGFE.COM LLC 500 N AKARD ST DALLAS TX 75201 Ph#214.415.8355 or 877.729.6433 Fax: 972.534.1899 FEIN# 20-0560655	Vendor Code	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		Change Order # <u>1</u> To extend for one (1) year and add the attached service agreement between Marshall University and PayOGFE.com LLC. Effective Period: July 1, 2013 – June 30, 2014 Processing payments to officials for baseball, softball, men's & women's soccer, men's & women's basketball, football, volleyball: \$5 per transaction \$200 monthly fixed fee \$4 per item optional fee		

Reason for Change: Extend agreement for one year	Previous Total	\$ <u>OPEN END</u>
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ <u>OPEN END</u>

Approved: Stephanie C. Smith 7/30/13
 Authorized Signature Date

N/A
 Attorney General if required Date

PayOGFE.com, LLC Services Agreement

AGREEMENT TO PROVIDE SERVICES ("*Agreement*"), dated **July 1, 2013** ("*Agreement Date*"), by and between **Marshall University** with its principal place of business **1 John Marshall Drive, Huntington, WV 25755** ("*Customer*"), and **PayOGFE.com LLC**, a Texas corporation with its principal place of business at **500 N. Akard Street, Suite 3131, Dallas, Texas 75201-3330** ("*PayOGFE*" or "*Provider*") for the period **July 1, 2013 to June 30, 2014**.

WHEREAS, *Provider* desires to provide to *Customer*, and *Customer* desires to obtain from *Provider*, services provided by the GAMEPAYSM system for the purpose of compensating independent contractors including but not limited to officials, paramedics and police, and other services described in this *Agreement* on the terms and conditions set forth in this *Agreement*.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DUTIES AND RESPONSIBILITIES OF CUSTOMER

1.1 ENTRY OF EVENT DATA

(a) All information requested by the GAMEPAYSM system must be completely and accurately entered. *Customer* should refer to PayOGFE.com's Instructions and Frequently Asked Questions (FAQ) areas for reference.

(b) *Provider* will completely and accurately enter the following Event Data into the GAMEPAYSM system:

- (i) Event Name
- (ii) Team Name
- (iii) Event Date
- (iv) Event Venue
- (v) Event Type
- (vi) Independent contractor(s) assigned to the Event

Customer is responsible for providing the profile information for an independent contractor in which *Customer* wishes to pay that is not in the GAMEPAYSM system. It is the *Customer's* responsibility to either 1) completely and accurately enter the required information for the independent contractor, or 2) provide information to *Provider* to enter. The *Customer* is responsible, one way or another, for name, address, phone number and SSN. The *Customer* is not responsible for the independent contractor's bank information. EXPLANATION (*Customer* cannot create an official's profile except when they assign an official during event creation and the official is not in GAMEPAYSM. Officials cannot create a profile; they can only modify or add to what is in GAMEPAYSM. If an official never registers, he/she never sees their profile information in GAMEPAYSM and will receive a check as method of payment. The official is the only one that can enter bank account information. An organization cannot enter bank account information or access profile information once established).

(vii) Amount of Compensation to be paid to the independent contractor(s).

1.2 ESTABLISH A BANK ACCOUNT

- (a) NOT APPLICABLE

1.3 APPROVAL AND SUBMISSION OF DATA FOR PAYMENT

No payments will be distributed by *Provider* unless all of the following are performed by the *Customer*:

- (a) *Customer* must select all events in which it will request payments on behalf of *Customer*.
- (b) *Customer* must generate an *Invoice* in the GAMEPAYSM system. *Customer* agrees that by submitting each *Invoice*: (1) *Customer* approves all payment Information; (2) *Customer* waives and releases any claim against *Provider* arising out of any errors in the submitted *Invoice*; and (3) any request for corrections will be considered special handling and additional fees may be applied. *Customer* further agrees that all final auditing responsibilities rest with *Customer*. *Customer* agrees that *Provider* does not have any responsibility for verifying the accuracy of any data *Customer* directly provides the PayOGFE Website, the GAMEPAYSM system, or any other electronic method.
- (c) *Customer* must submit the GAMEPAYSM *Invoice* to *Provider* and instruct *Provider* to pay such *Invoice*. *Provider* may reject any *Invoice* which does not comply with the requirements in this Agreement. If any *Invoice* is rejected, *Provider* will make a reasonable effort to notify *Customer* promptly so that *Customer* may correct the *Invoice* and resubmit it. Any notice of rejection will be effective when given.
- (d) *Customer* must transfer the requisite funds for payment of the *Invoice* into the *Customer Account*. The requisite funds may be tendered to the *Account* by either 1) a wire or electronic transfer made directly into the *Account* by the *Customer* or 2) a check presented by the *Customer* made payable to the *Customer Account*.
- (e)
- (e) *Customer* must give *Provider* the ability to view *Customer Account* transactions in order to determine if funds are available to make the payments requested and authorized by *Customer*.

1.4 CUSTOMER WILL ASSIGN USERS TO FILL THE USER ROLES REQUIRED BY GAMEPAYSM SYSTEM.

SECTION 2: DUTIES AND RESPONSIBILITIES OF PROVIDER

- 2.1 *Provider will provide online user training at no charge to Customer.*
- 2.2 *Provider will make payments based on approved events included in payment invoices created and approved by Customer.*
- 2.3 *Provider will make payments to officials only after Customer provides funds to cover approved invoices.*
- 2.4 *Provider will make payments to officials using the method of payment (check or direct deposit) selected by officials in their personal profiles.*
- 2.5 *Provider will have agreement with Bank for Bank to process payment requests submitted to Bank by Provider software GAMEPAYSM on behalf of Customer.*

SECTION 3: FEES, PAYMENTS, AND SERVICE LEVELS

- 3.1 *The payments to be made by Customer to Provider for particular services is outlined in the Fee Schedule, attached as Exhibit "A" to this Agreement. Customer agrees to pay within 15 days Provider's monthly invoice.*
- 3.2 *Customer is required to fund payments to bank account designated by Provider or issue check payable to Provider. EXPLANATION – (Customer should not transfer payments for Provider's service fee to Customer Bank Account because Provider does not have access to those funds).*

SECTION 4: TERMINATION WITHOUT CAUSE

Either party to this *Agreement* may terminate such *Agreement*, without cause, by providing notice to the other party in writing, explaining that it seeks termination of the *Agreement*.

SECTION 5: NOTICES

In the case of *Customer*:

Marshall University
Athletic Office
P.O. Box 1360
Huntington, WV 25715
PHONE: 304.696.2483
EMAIL: steele@marshall.edu
ATTN: David Steele

In the case of *Provider*:

PayOGFE.com, LLC
500 N. Akard St., Ste 3131
Dallas, Texas 75201-3330
FAX: (972) 534-1899
PHONE: (877) 729-6433
EMAIL: customerservice@payogfe.com
ATTN: Steve Pace

IN WITNESS WHEREOF, *Customer* and *Provider* have each caused this *Agreement* to be signed and delivered by its duly authorized representative.

Marshall University
("Customer")

PAYOGFE.COM, LLC
("Provider")

By: Stephanie P
Name: Stephanie Smith
Director of Purchasing
Title: _____
Date: 7/30/13

By: Steve Pace
Name: Steve Pace
Title: President
Date: 6/19/2013

EXHIBIT "A"
FEE SCHEDULE

FEE

DELIVERABLES

Mark your choice with an X

Transaction processing

\$5 per transaction * - For customers who do not require state income tax or child delinquency payment withholdings.

- Processing and delivery of independent contractor payments
- Event reports
- Independent contractor payment reports
- Replacement of stolen or lost check
- Remittance to IRS for voluntary federal income tax withholdings requested by independent contractor
- Laser Federal and state 1099's, delivery to independent contractor and filed with IRS and state

\$6 per transaction * - For customers who do require state income tax or child delinquency withholdings.

- Deliverables described above
- Remittance to taxing authorities of funds authorized by customer to be withheld from independent contractor payments
- State government filings
- Laser Federal and state 1099's, delivery to independent contractor and filed with IRS and state

(* Transaction: per independent contractor , per event)

\$25 service fee

- Collection from independent contractor and remittance to Customer of overpayment made to independent contractor

Setup

\$200 – Organization setup fee

- One time fee paid by Customer for the initial setup of Customer's information necessary to process payments to independent contractors

Year End

\$4 per item – For customer who requests us to process and file tax forms on their behalf for independent contractors that were not paid through the GamePaySM system.

- Laser Federal and state 1099's, delivery to independent contractor and filed with IRS and state.