



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 06-07-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0323 9612 WWV2200000002 1	Procurement Folder:	944763
Document Name:	Electronic Payment Card Services and Direct Deposit Services	Reason for Modification:	
Document Description:	Electronic Payment Card and Direct Deposit Svcs		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000172239 US BANK NA 10 WEST BROAD ST 12TH FL COLUMBUS OH 43215 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Debra K Morgan Requestor Phone: (304) 558-2631 Requestor Email: debra.k.morgan@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION
DATE: 6/13/22
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 6/16/22
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 6/16/22
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Electronic Payment Card (EPC) and direct deposit services for the delivery of unemployment benefits.

The Vendor, USBank NA, agrees to enter with the Agency WorkForce West Virginia, to establish an Open-End contract for Electronic Payment Card (EPC) and direct deposit services per the Order of Precedent and Modification Addendum, General Terms and Conditions, Specifications, State of West Virginia Confidentiality and Information Security Accountability Requirements, US Bank Pre-Paid Card agreement, Addendum No. 1 dated 02/22/2022, and the vendors submitted and accepted bid response dated 03/07/2022 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000				0.000000
	Service From	Service To			

Commodity Line Description: Electronic Payment Card & Direct Deposit Services

Extended Description:

Per Pricing page

ORDER OF PRECEDENT AND MODIFICATION ADDENDUM

For the Contract Between US Bank and Workforce West Virginia

THIS ORDER OF PRECEDENT AND MODIFICATION ADDENDUM, (hereinafter “Addendum”) by and between US BANK (“US Bank”) and Workforce West Virginia (hereinafter “State”), (both referred to as “Parties”), is intended to identify all contractual documents that comprise the contract, provide an order of precedent for those documents, and amend documents as necessary to establish a contract resulting from the solicitation for Electronic Payment Card and Direct Deposit Services identified as CRFQ WWV2200000006, Procurement Folder 944763 (the “Contract”).

NOW THEREFORE, the Parties hereto hereby agree as follows:

- 1. Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

Contract Documents:

- a. Order of Precedence and Modification Addendum** (this document) – First Priority
- b. State of West Virginia General Terms and Conditions** (Attached as Exhibit A) – Second Priority
- c. Mandatory Requirements Contained in Solicitation CRFQ WWV2200000006, Procurement Folder 944763** (RFQ Attached hereto as B) – Fourth Priority
- d. Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements** (Attached as Exhibit C) – Third Priority
- e. US BANK Prepaid Debit Card Agreement and US BANK Master Services Agreement** (Attached as Exhibit D) – Fifth Priority

- 2. Modifications:** The documents listed below are modified as indicated below.

- a. General Terms and Conditions:** The General Terms and Conditions (Exhibit A) are modified as shown below. Any modification included US Bank’s bid submission not expressly included in this section are rejected.
 - i.** The term entitled “8. INSURANCE” is modified by removing the requirement that the State be listed as an additional insured on the Professional/Malpractice/Errors and Omissions Insurance.
 - ii.** The term entitled “30. PRIVACY, SECURITY, AND CONFIDENTIALITY” is modified by removing the last sentence and replacing it with the following:

“Vendor further agrees to comply with the Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements Attached to this Contract as Exhibit B, and modified in the Order of Precedence and Modification Addendum for the Contract Between US Bank and Workforce West Virginia.”

b. Mandatory Requirements Contained in Solicitation CRFQ WWV2200000006, Procurement Folder 944763. The mandatory requirements contained in solicitation CRFQ WWV2200000006, Procurement Folder 944763 are modified as follows:

- i. Section 3.1.1.72 is modified by adding the following to the beginning of the first sentence: “Allow Agency to review, no more than once annually, Vendor’s”

c. Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements: The Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements (Exhibit B) is modified as follows:

- i. The section entitled “1.0 INTRODUCTION” is modified by adding “as it relates to the underlying contract.” to the end of that section.
- ii. The section entitled “2.3 Security Incident” is modified by removing the phrase “or unsuccessful” from the section.
- iii. The section entitled “3.0 BACKGROUND” is modified by adding “State” to the phrase “loss of State data in their possession”; replacing “immediately” with “promptly” in the last paragraph of that section. Additionally, the last sentence is modified to read as follows: “Notification and call handling will use an agreed upon method, format, language and personnel staffing level.”
- iv. The section entitled “4.3.2” is modified by removing the phrase “There are no exceptions to this provision.” and replacing it with “Notwithstanding anything in this Article 4 to the contrary, the parties acknowledge and agree that the records pertaining to the individual’s prepaid card account represents bank records belonging to Vendor. Such records may contain data or information, including Confidential Information.”
- v. The section entitled “4.4.2.1” is modified by adding the phrase “upon the vendor’s relationship manager being made aware of the Breach,” after the phrase “the vendor shall”; and replacing “immediately” with “promptly”.
- vi. The section entitled “4.4.2.2” is modified by removing the phrase “Within 24 hours”; removing the word “suspected”; removing the word “potential”; and adding to the beginning of that section the following: “Upon the vendor’s relationship manager being made aware of such violation, the relationship manager shall promptly,”.
- vii. The section entitled “4.4.2.4” is modified by removing it in its entirety and replacing it with the following:

The Vendor shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Promptly, upon the discovery and knowledge of an actual Breach by the vendor’s relationship manager, the vendor shall notify the individuals identified in 4.4.2.3 and such

notification shall include as much detail as vendor is reasonably able to share at time of notification.

- viii. The section entitled “4.5” is modified by removing the phrase “The State may require that a vendor provide evidence” and replacing it with “Vendor warrants completion” and by adding by adding a final sentence that reads: Notwithstanding the forgoing, the parties agree that employees of US Bank hired prior to the date of this contract may have a national or county background check. The parties also understand US Bank may conduct only a county background check if a national background check is not possible due to physical limitations of an employee.

d. US BANK Prepaid Debit Card Agreement: The US Bank Prepaid Card Agreement is modified as follows:

- i. Section 5.1 entitled “Adequate Identity Verification and Enrollment of Recipients” is removed in its entirety and replaced with the following new section 5.1: “Adequate Identity Verification and Enrollment of Recipients. Client will notify U.S. Bank of Recipient’s request for a Card only after it has received a request by the Recipient to receive benefits on the Card. Client shall use commercially reasonable efforts to ensure the percentage of unfunded Cards does not exceed 20 percent of enrollments. Client will ensure that all Cardholders enrolled in the Program, other than companion Cardholders, are Bona Fide Recipients of Client prior to Card issuance. U.S. Bank shall not be responsible for any damages, including additional expenses for screening or investigation, associated with Cards registered to individuals who fraudulently applied for benefits. Client understands that U.S. Bank must collect identifying information and verify the identities of all prospective cardholders as required by the USA PATRIOT Act and any other government or industry regulatory requirements. Further, Client acknowledges that any Cardholders who do not pass initial or ongoing identify verification or OFAC screening will be denied a Card or have their Card suspended. The denial of a Card to a Recipient under this section may not be deemed cause for termination of this Agreement by Client.”.
- ii. Section 5.5 entitled “Erroneous Disbursements” is modified by removing the last sentence and replacing it with the following: ‘U.S. Bank will use commercially reasonable efforts to assist Client in collecting erroneous Disbursements”.
- iii. All but the first sentence in Section 5.6 entitled “Compensation to US Bank” is removed in its entirety.
- iv. Section 5.9 entitled “Card Security and Inventory Control” is removed in its entirety.
- v. Section 6.4 entitled “Funding Account” is modified by adding the following sentence: “Bank will return funds to Client from all inactivated funded cards, using the Balance Return Report.”
- vi. Section 14.8 entitled “Program Records and Audit Rights” is modified by removing the last sentence and replacing it with the following: “Any inspection or audit of the Program Records shall not be at U.S. Bank’s cost and/or expense.”.

3. **VOID CONTRACT CLAUSES** – Notwithstanding anything contained herein to the contrary, the parties understand that this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date of last signature below.

STATE OF WEST VIRGINIA

By: Scott Adkins
Name: Scott Adkins
Its: Acting Commissioner
Date: 06-10-22

US BANK

By: Pete Klukken
Name: Pete Klukken
Its: Senior Vice President
Date: 6/9/2022

Exhibit A

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$500,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: \$500,000.00 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☒ \$1000 per month for each county in which an in-network ATM is not available after the three month period.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

SIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.



Sales Manager, Government Prepaid Cards

(Name, Title)

Tyler Vickery, Sales Manager, Government Prepaid Cards

(Printed Name and Title)

Florida Home Based

(Address)

904.470.1990 / 612.973.2918

(Phone Number) / (Fax Number)

tyler.vickery@usbank.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

U.S. Bank National Association

(Company)



David Smith, Senior Vice President, General Manager

(Authorized Signature) (Representative Name, Title)

David Smith, Senior Vice President, General Manager

(Printed Name and Title of Authorized Representative)

March 2, 2022

(Date)

612.973.2003 612.973.2918

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WWV2200000006

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

U.S. Bank National Association

Company



Authorized Signature

March 2, 2022

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Exhibit B

REQUEST FOR QUOTATION
Electronic Payment Card (EPC) and Direct Deposit Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia, Unemployment Compensation Division, herein referred to as the "Agency" to establish a contract for WorkForce West Virginia to obtain a qualified vendor to provide Electronic Payment Card (EPC) and direct deposit services for the delivery of unemployment benefits.

General Information:

The Agency's administrative office is located at 1900 Kanawha Boulevard East, Building 3, Room 400, Charleston, West Virginia. The Agency has eighteen (18) field offices and a few itinerant location sites throughout the State which provide Job Service and Unemployment Compensation services to the public.

WorkForce West Virginia Unemployment Compensation served approximately 62,049 claimants during 2019. All claimants are enrolled in the EPC. However, some claimants choose to utilize the direct deposit option for receipt of benefits. In 2019, 47.5% of were made to an EPC, 52.3% utilized the Direct Deposit Program, and only 0.2% were made by paper check. Claimants receive ten (10) weeks of benefits, on average, but may receive up to twenty-six (26) weeks of benefits. The average amount of funds disbursed to a claimant each month is \$814.29.

Scope of Work:

The Agency wants to obtain a vendor to provide electronic banking services for the disbursement of unemployment compensation benefits. Said vendor shall develop an automated interface with the Agency's current on-line system(s) for the issuance of unemployment benefits through direct deposit or via an electronic payment card, in addition to or independent of a banking account, that will allow for use through an Automatic Teller Machine (ATM) or at Point of Sale (POS) locations.

The Agency prefers a vendor that follows the best practices for payment of Unemployment Compensation by debit cards that is referenced within the attached Employment and Training Administration, Unemployment Insurance Program Letter No. 34-09, dated August 21, 2009. (**Exhibit "B"**).

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "Agency"** means WorkForce West Virginia.
 - 2.2 "AICPA"** means the American Institute of Certified Public Accountants, which provides controls related to financial reporting.
 - 2.3 "ATM"** means automated teller machine.
 - 2.4 "Cardholder"** means an individual who has filed a claim for unemployment

REQUEST FOR QUOTATION
Electronic Payment Card (EPC) and Direct Deposit Services

- compensation and received a payment card.
- 2.5 **“Contract Services”** means Electronic Payment Card and Direct Deposit Services as more fully described in these specifications.
- 2.6 **“EPC”** means electronic payment card.
- 2.7 **“FDIC”** means Federal Depository Insurance Corporation, an independent Agency created by the United States Congress to insure deposits at commercial banks.
- 2.8 **“FSLIC”** means the Federal Savings and Loan Insurance Corporation. It was created to insure savings and loan deposits.
- 2.9 **“NACHA”** means the Automated Clearing House National Automated Clearing House Association. It manages the development, administration and governance of the Automated Clearing House Network, the backbone for the electronic movement of money and data in the United States.
- 2.10 **“NCUSIF”** means the National Credit Union Share Insurance Fund. It insures all federally chartered credit unions and many state-chartered credit unions.
- 2.11 **“PCI-DSS”** means Payment Card Industry Data Security Standards.
- 2.12 **“PIN”** means personal identification number created by the cardholder to safeguard his/her account.
- 2.13 **“POS”** means point of sale location.
- 2.14 **“Pricing Pages”** means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.15 **“Real Time Transaction Processing”** means processing the transaction accounts within seconds of receipt
- 2.16 **“Reloadable”** means the Agency through the vendor can transfer additional payments to the card.
- 2.17 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.18 **“SSAE”** means the Statement on Standards for Attestation Agreements. SSAE 16 is prepared by a bank's independent auditors. It is used for testing certain controls at the bank.
- 2.19 **“Stored value”** means a payment card, with a monetary value stored on the card itself, which does not require an individual account maintained by the issuing financial institution.
- 2.20 **“UI”** means unemployment insurance.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 The Electronic Payment Card (EPC) / Direct Deposit

- 3.1.1.1 The EPC must be accepted at more than 30,000 locations worldwide.

REQUEST FOR QUOTATION
Electronic Payment Card (EPC) and Direct Deposit Services

- 3.1.1.2** The EPC must be accepted by any participating merchant that accepts VISA or Equal, MasterCard or Equal.
- 3.1.1.3** The EPC must allow for a PIN based and/or signature-based purchases.
- 3.1.1.4** The EPC must perform through an operating ATM network and allow for withdrawal of cash through a normal ATM transaction.
- 3.1.1.5** The EPC should be valid for a period of thirty-six (36) months.
- 3.1.1.6** The EPC must be reloadable, meaning the Agency through the vendor can transfer additional payments to the card.
- 3.1.1.7** The EPC must have stored value; possible Agency weekly monies transferred to the card can range from \$24.00 - \$424.00. If multiple weeks are processed, this amount could be larger. The stored value on any card will vary depending on the amount the Agency transfers and the amount each cardholder removes. The average monthly amount of funds disbursed on a monthly basis to each claimant is \$814.29. However, if the claimant receives weekly benefits at the maximum weekly benefit amount available the disbursement would be \$1,696 per month.
- 3.1.1.8** The EPC will not have a line of credit associated with it.
- 3.1.1.9** The EPC must support Point of Sale and cash back option (not limited by the Agency).
- 3.1.1.10** The EPC must support on-line and phone purchase capabilities.
- 3.1.1.11** The EPC must provide for Real Time Transaction Processing.
- 3.1.1.12** The EPC must not require a bank account relationship or credit approval of the cardholder.
- 3.1.1.13** The successful vendor should provide three letters of reference with their bid response from entities, other than individual cardholders, wherein vendor provided electronic payment services, such as counties, cities and/or other government programs. This information will be required before issuance of contract award.
- 3.1.1.14** The successful vendor must provide cardholders a secure system that operates 24 hours per day, 365 days per year; toll-free

REQUEST FOR QUOTATION
Electronic Payment Card (EPC) and Direct Deposit Services

automated telephone access and web access that provides cardholders with the following services: card/account balance, transaction information, and capability to report a lost or stolen card.

- 3.1.1.15** The successful vendor must provide a designated informational page on vendor's website for cardholders of the Agency unemployment payment cards to provide them with an accessible list of fees attributable to the unemployment EPC card, a current list of in-network statewide ATMs, and detailed contact information for their customer service. The web page should be accessible without cardholder having to create a login.
- 3.1.1.16** The successful vendor must provide to the Agency, prior to award, the vendor's website hyperlink to the informational page referenced in 3.1.1.15.
- 3.1.1.17** The successful vendor must allow a new card to be requested by the Agency for next business day delivery, free of charge, upon the detection of vendor or Agency error. Upon receipt of Agency email or telephone request, vendor will process card as follows: Requests received prior to 3:00 p.m. Eastern Standard Time are to be processed the same business day; requests received after 3:00 p.m. Eastern Standard Time are to be processed the following business day.
- 3.1.1.18** The successful vendor must allow a new card to be requested by the cardholder in cases of a lost, stolen, damaged, etc.; provide unlimited calls each month to a toll-free domestic customer service support which is located within the geographical boundaries of the United States with live representatives between the hours of 8:00 am and 6:00 pm Eastern Standard Time Monday thru Friday; the option to speak with a Live Customer Service Representative must be easily accessible from the main menu as a selection on the vendor's toll-free line for cardholders.
- 3.1.1.19** The successful vendor must ensure that an answer by a live representative and the average on-hold time for the toll-free customer support is ten (10) minutes or less combined.
- 3.1.1.20** The successful vendor must provide, at a minimum, English and Spanish options for all automated inquiries.
- 3.1.1.21** The successful vendor must notify the Agency within four (4) hours of any down time.

REQUEST FOR QUOTATION
Electronic Payment Card (EPC) and Direct Deposit Services

- 3.1.1.22** The successful vendor must also provide a monthly report of any down time in their customer service support. This report will only be necessary when down time occurs.
- 3.1.1.23** The successful vendor must establish a unique ID number for each cardholder upon receipt of the Agency's daily enrollment data file.
- 3.1.1.23** The successful vendor must mail the initial card to the cardholder, at no cost, the following business day after receipt of the Agency's daily enrollment data file.
- 3.1.1.24** The successful vendor must provide the ability to fund EPC's and accounts designated for direct deposit from the Agency's multiple bank accounts.
- 3.1.1.25** The successful vendor must provide a new card to the cardholder each time the name field is changed, at no charge.
- 3.1.1.26** The successful vendor must process files that load value and/or transfer funds to claimant's designated method of payment, either direct deposit or EPC, by the next business day after the funds are sent by the Agency through Fedwire and are deposited with the vendor (Note: The vendor also receives a daily NACHA file that contains pertinent information like effective date of deposit and enrollment files).
- 3.1.1.27** The successful vendor must provide monthly statements by US mail to the cardholder, if the cardholder requests paper statements; on-line statements are to be provided at no charge to the cardholder. All statements provided to the cardholder are no charge.
- 3.1.1.28** The successful vendor must provide text alerts of deposits credited to the card if the cardholder enrolls for text alerts on the vendor's website.
- 3.1.1.29** The successful vendor must establish an automated procedure for an electronically secure data connection to accept the data file transmission on a daily basis (i.e., new enrollments, address, and telephone updates), requiring no additional manual entry of data by the Agency after initial claim entry. The vendor must have an easily accessible audit trail of all such transactions which can easily be accessed.

REQUEST FOR QUOTATION
Electronic Payment Card (EPC) and Direct Deposit Services

- 3.1.1.30** The successful vendor must provide the capability and work with the Agency to automate the daily enrollment file and provide a daily report of the enrolled cardholders on a spreadsheet.
- 3.1.1.31** The successful vendor must establish, in conjunction with the Agency, an interface for the receipt of batch information daily via automatic file transfer that requires no prompting by the Agency.
- 3.1.1.32** The successful vendor must be Federal Depository Insurance Corporation (FDIC), Federal Savings and Loan Insurance Corporation (FSLIC), or National Credit Union Share Insurance Fund (NCUSIF) insured and affiliated with the VISA or Equal or MasterCard or Equal system. Certificate of Insurance should be submitted with bid response. Certificate of Insurance will be required before the contract is awarded.
- 3.1.1.33** The successful vendor must comply with all state and federal banking regulations and laws.
- 3.1.1.34** The successful vendor must be a designated depository in accordance with the WV State Treasurer's Office requirements and guidelines.
- 3.1.1.35** The successful vendor must not deny enrollment to any Unemployment Insurance (UI) claimant referred by the Agency for participation in the EPC program. Claimant is not a cardholder until enrollment has occurred.
- 3.1.1.36** The successful vendor must not allow the cardholder to make deposits or add value to the card.
- 3.1.1.37** The successful vendor must not allow the cardholder to obtain checks or negotiate checks against the card.
- 3.1.1.38** The successful vendor must allow the Agency to approve all instructional material associated with the card; (approval must be received by WorkForce WV before any materials are distributed to the Cardholder) and provide the Agency all finalized and approved educational and instructional material prior to distribution to the cardholder.
- 3.1.1.39** The successful vendor must provide the cardholder, at the time the card is mailed, a list of all potential charges/fees that may be incurred, along with a packet of instructional materials. Packet should include, but not be limited to, a wallet-sized fee schedule, vendor terms and disclosures, card activation instructions and

REQUEST FOR QUOTATION
Electronic Payment Card (EPC) and Direct Deposit Services

instructions for selecting a PIN, usage of the card (everyday purchases, credit/debit transactions, withdrawals, etc.), frequently asked questions, safety tips, and customer service contact information. The instructional materials must indicate that the card is being issued in relation to an unemployment claim filed with WorkForce West Virginia.

- 3.1.1.40** The successful vendor must provide the Agency with a designated Code Reference Sheet that lists the banking codes associated with the following transactions:

Approval Codes, Type Codes, Card Status Codes, Account Status Codes, Program Types, Primary/Alternative Codes, POS Terminal Error Codes and Client (Customer) Search Codes.

- 3.1.1.41** The successful vendor must mail the EPC card and all correspondence to the cardholder in envelopes that indicate the mailing is coming from WorkForce West Virginia rather than the financial institution, to avoid inadvertent disposal of mailings due to the assumption of the mail being “junk” mail or solicitations. The vendor’s mailing address will be the return address.
- 3.1.1.42** The successful vendor must obtain the approval of the Agency at least thirty (30) days in advance of any changes in policy affecting cardholders.
- 3.1.1.43** The successful vendor should provide the Agency with a minimum of forty-five (45) days advance notice of any changes required by law, regulations or guidance. Also, the Agency should receive advance notice of any changes due to the best practices and reserves the right to approve the same.
- 3.1.1.44** The successful vendor must notify the cardholders with a minimum of thirty (30) days advance of any changes in policy that affect them.
- 3.1.1.45** The successful vendor must reinstate suspended/deactivated vendor designated cardholder ID accounts at the request of the Agency within two business days. Additionally, if the accounts were suspended/deactivated due to actions taken by the vendor, the vendor must contact the claimant to resolve the issue and the claimant cannot be charged a fee for this service.
- 3.1.1.46** The successful vendor must notify the Agency if a card is never activated after twelve (12) months yet was funded during the

REQUEST FOR QUOTATION
Electronic Payment Card (EPC) and Direct Deposit Services

twelve (12) months and not funded during the previous six (6) months.

- 3.1.1.47** The successful vendor must return funds to the Agency from all inactivated funded cards, using the Balance Return Report.
- 3.1.1.48** The successful vendor must notify the Agency when returned funds are returned provisionally (pending full availability of funds).
- 3.1.1.49** The successful vendor must begin accepting initial deposits from the Agency no later than five (5) days after the receipt of the electronic daily enrollment data file transmission, which establishes the cardholder's unique ID number and initiates the mailing of the initial EPC card.
- 3.1.1.50** The successful vendor must require the cardholder to establish a four (4) digit PIN during the debit card activation process.
- 3.1.1.51** The successful vendor must allow the cardholder to choose and change the PIN.
- 3.1.1.52** The successful vendor must provide the Agency with the methodology used to ensure the cardholder's account is secure regarding Personal Identifiable Information (PII) and allow the Agency to approve security measures prior to implementation.
- 3.1.1.53** The successful vendor must work with the Agency to develop and construct security measures to verify the authenticity of the cardholder prior to the activation of the card.
- 3.1.1.54** The successful vendor must deny/disallow any and all transactions that cause the cardholder to exceed the stored amount available on the card.
- 3.1.1.55** The successful vendor must allow the cardholder a minimum of two (2) attempted transactions per month that are denied for insufficient funds at no cost.
- 3.1.1.56** The successful vendor must allow the cardholder unlimited balance inquiries per month within the vendor's ATM network at no cost.
- 3.1.1.57** The successful vendor must allow for withdrawals at a VISA or Equal or MasterCard or Equal network teller window at no cost.

REQUEST FOR QUOTATION
Electronic Payment Card (EPC) and Direct Deposit Services

- 3.1.1.58** The successful vendor must allow the cardholder to update addresses with the vendor and the vendor then provide the Agency with a daily electronic data file containing all address changes. This transaction will be a part of the audit trail stated in 3.1.1.29.
- 3.1.1.59** The successful vendor must provide the Agency with the capability to view information specifying when a card is returned by the United States Postal Service as undeliverable. This transaction will be a part of the audit trail stated in 3.1.1.29.
- 3.1.1.58** The successful vendor must send a daily data automated enrollment return file which informs the Agency that the account is open, and deposits can be made on whatever schedule the Agency chooses.
- 3.1.1.59** The successful vendor must provide one (1) free new card issuance per cardholder per year to replace lost or stolen cards. The new card must be mailed by no later than the next business day following the vendor's receipt of information required by Federal Law.
- 3.1.1.60** The successful vendor must allow no limits on ATM withdrawals per cardholder per month from the vendor 's ATM network at no cost.
- 3.1.1.61** The successful vendor must not allow cardholder information to be used for commercial solicitation purposes.
- 3.1.1.62** The successful vendor must have systems disaster support available to restore value card services which include:
- a. Backup and recovery capabilities
 - b. Security and emergency arrangements
 - c. Must provide a copy of vendor disaster recovery plan
- 3.1.1.63** The successful vendor must not charge any fees whatsoever to the Agency.
- 3.1.1.64** The successful vendor must not charge the cardholder any fees whatsoever, other than those expressly provided for in this Solicitation.
- 3.1.1.65** The successful vendor must credit the cardholder's card within seven (7) calendar days upon the discovery of any fees

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contradictory to those provided for in this Solicitation.

- 3.1.1.66** The successful vendor must assist the cardholder by contacting the banking institution in cases in which any type of hold, delaying payment, is placed on the card.
- 3.1.1.67** The successful vendor must provide the Agency with the following reports:
- 3.1.1.68** Daily Confirmation Report to acknowledge receipt of the Automated Clearing House National Automated Clearing House Association (NACHA) file with the total amount of benefits on the NACHA file transferred.
- 3.1.1.69** Daily Return Report to list any cardholder's name and amount of benefits for debit cards or direct deposits that could not be processed. The Fiscal Division within WorkForce West Virginia must have a mechanism to track ACH fund reversals. Therefore, the vendor must provide the following information for each reversal transaction: Claimant's full Name, a Claimant Identifier (example: last four (4) digits of the Social Security Number, Agency Claimant Identification Number, etc.), and the amount. Due to claimants potentially being provided benefits through various funding sources, the vendor must list each amount reversed separately by funding source.
- 3.1.1.70** Monthly Account Statement that lists all debits and credits to WorkForce account (s) during the month.
- 3.1.1.71** Monthly Balance Return Report that lists all cardholders' names and amounts of benefits that have been returned to the Agency via deposit into the Agency's account.
- 3.1.1.72** Annual SSAE 16 Report by September 30 for the fiscal year period of 7/1 to 6/30. The SSAE 16 Report must be prepared in accordance with guidelines in the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements No. 16 (Reporting on Controls at a Service Organization). These reports are requested by Agency outside accounting firms for the Single Audit and Financial Statements.

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3.1.1.73 The successful vendor must ensure that any website, web portal, browser plug-ins, or provided software for all transactions and functions (e.g., file transfers, reporting, status review, etc.) are compatible with Microsoft Windows 10 builds 1709 and newer, Microsoft Edge version 92.0.902.84 and newer, and Google Chrome version 92.0.4515.159 and newer. Additionally, any required third-party software including, but not limited to, Adobe Flash, Adobe Acrobat, Java, Microsoft.NET Framework, Microsoft Silverlight, etc., and the minimum version of this software must be specified in the vendor response to ensure that it can be supported on state computers.

3.1.1.74 The successful vendor must provide the Agency a Web Portal that allows access to various on-demand and scheduled reports including but not limited to:

- a. Account Closure Report.
- b. Aged Inactivated Card Report.
- c. Card Activation Status Detail Report.
- d. Card Activation Summary Report.
- e. Card Issuance Activity Report.
- f. Card Replacement Report.
- g. Cardholder Account Balance Report.
- h. Cardholder Balance Reversal Report.
- i. Client Account Summary Report.
- j. Client Transaction Summary Report.
- k. Customer Service Call Metrics Report.
- l. Customer Service Representative Call Type Report.
- m. Deposit Reversal Report.
- n. Funding Detail Report; Funding Summary Report.
- o. Negative Accounts Aging Report.
- p. Cards Returned as Undeliverable Report.
- q. Report of Card Usage Outside of the United States.
- r. Archivable File.

****NOTE:** All ACH reports must be maintained by the vendor in an easily accessible archival file from the date of the initial transfer of funds from WorkForce West Virginia to the end of the contract. Agency staff must have access to the file of transactions so funds that are refunded to the Agency can be verified and processed accordingly. Regardless of the circumstances ending the contract between WorkForce West Virginia and the vendor, the vendor must

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provide the Agency with an easily accessible and searchable CD listing all transactions processed through the vendor. The CD must be provided within 15 days of the expiration of the contract.

- 3.1.1.75** The successful vendor must provide WorkForce West Virginia a secure Web Portal to view cardholder information including unique ID number assigned, last four digits of the card number; cardholder's address and date of birth; date and amount of all payments and credits issued, date card was issued and the date card was mailed, method of mail (regular or expedited mail) ; cardholder account status (open, closed); and EPC card status (active, returned, expired, deactivated , etc.).
- 3.1.1.76** The successful vendor must supply the Agency with Monthly Summary Reports, including Year to Date totals, on activity of services provided. The summary reports should include at a minimum: Transaction Detail (Total, Type, Network Affiliation, etc.); Summary of all Fees Charged to Cardholders by Type; Cards Issued and Reissued; Card Activations; Card De-activations; Direct Deposit Transactions; Replacement Card Activity (Total, Type, Mailed or Expedited, etc.); Number of Cardholders having an Insufficient Fund Charge (Reason); Customer Service Inquiries (Number, Type, Resolved Code); any other information related to the services provided.
- 3.1.1.77** Agency will allow 90 days to obtain in-network ATMs in all 55 counties within West Virginia. However, the successful vendor must establish functional in-network ATM's in at least 65% of the 55 counties within 45 days after the contract has been awarded.
- 3.1.1.78** Vendor will pay the Agency liquidated damages in the amount of \$1,000 per month for each county in which an in-network ATM is not available after the three-month period. The three (3) month period will start at the time the contract is awarded.
- 3.1.1.79** Vendor must respond to all Agency requests for information within two (2) business days of the request being made to the vendor.
- 3.1.1.80** Vendor must implement Electronic Payment Card and Direct Deposit services and go-live within seven (7) months after the contract is awarded.
- 3.1.1.81** Vendor will actively assist and cooperate with the Agency by providing

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information, and documentation as needed to investigate and reduce fraud. The Vendor will also monitor accounts for multiple State WorkForce Agencies (SWA) payments and notify the Agency anytime payments are received in the same account by more than two people or for the same person from more than one state.

- 3.1.1.82 A representative of the vendor must meet in person at least once every six (6) months, with Agency staff at the Agency's designated location or virtual location. This meeting will facilitate a discussion between the Vendor and the Agency regarding any outstanding issues.
- 3.1.1.83 The successful vendor must comply with all applicable PCI-DSS rules and regulations and supply their Attestation of Compliance with their bid.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages, however, the contract will be awarded for the first year Electronic Payment Card (EPC) services only. Additional years may be added by three (3) Optional annual change orders issued by the Purchasing Division in accordance with the terms and conditions of the original contract.
- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages (**Exhibit "A"**) by inserting the number or dollar amount in the Excel spreadsheet that correlates to their quantities or fees/charges for the specific items mentioned. The areas marked as "No Cost" do not need any vendor information and are only given to provide an estimate to the vendor of approximate workload. In preparing your pricing pages, the Agency recommends that you review the Department of Labor Unemployment Insurance Program Letter No. 34-09, dated August 21, 2009 regarding the best practices for the payment of Unemployment Compensation by debit cards or via an electronic payment card which is the attached Exhibit B. If the item is marked as "No Cost", the item should not have a cost associated for the cardholder or the Agency. To assist the vendor in completing this form, the spreadsheet has highlighted boxes where either a number reflecting quantity or dollar amount is needed. Upon the entry of the information, the actual data entry item will be shown in "yellow" to help the vendor discern the fields they have completed. The lines requiring either a dollar or quantity data entry amount are lines 6, 10, 13, 14, 17, 19, 20, 21, 25, 26, 28, 30, 32, 35, 44, 46, 47, 48, and 49.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOasis Vendor Self Service (VSS). Vendors should download the Exhibit "A": pricing page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online

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response.

Vendors submitting bids online through wvOASIS should enter the total bid amount from the Exhibit A Pricing Page into the commodity line of wvOASIS and attached (or upload) a copy with their bid submittal.

If unable to respond online, Vendor must submit the Exhibit "A" Pricing Page with their bid prior to the scheduled bid opening date.

Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver and implement into production the Debit Card/Direct Deposit System within five (5) months after award of contract. Vendor shall deliver standard orders within one hundred twenty (120) calendar days after orders are received. Vendor shall deliver emergency orders within ten (10) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

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- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to claimant's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

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8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Employment and Training Administration Advisory System U.S. Department of Labor Washington, D.C. 20210	CLASSIFICATION
	UC Debit Cards
	CORRESPONDENCE SYMBOL
	DL
	DATE
	August 21, 2009

ADVISORY: UNEMPLOYMENT INSURANCE PROGRAM LETTER No. 34-09

TO: STATE WORKFORCE AGENCIES

FROM: JANE OATES *Jane Oates*
Assistant Secretary

SUBJECT: Best Practices for Payment of Unemployment Compensation (UC) by Debit Cards

1. Purpose. To provide guidance to states on best practices for payment of unemployment compensation by debit cards.
2. References. Sections 303(a)(1) and (5) of the Social Security Act (SSA); Sections 3304(a)(4) and 3306(h) of the Federal Unemployment Tax Act (FUTA); and Unemployment Insurance Program Letter (UIPL) No. 45-89.
3. Background. In recent years, the usual method of paying unemployment compensation (UC) benefits has changed from paper checks to direct deposit and/or debit cards. These practices give beneficiaries quicker access to their benefits and are cost effective for states. Based on information available to the Department of Labor (Department), about 31 states currently use debit cards to make some portion of their UC benefit payments.

Debit cards have advantages over paper checks for beneficiaries without bank accounts: they can avoid check-cashing fees and make purchases without having to carry large amounts of cash. Despite these advantages, the Department is concerned that fees associated with debit card use in some states are unfair and has concluded that states can significantly improve their practices to minimize costs to UC beneficiaries. This UIPL is issued to encourage states to adopt certain best practices related to payment of UC benefits by debit cards.

4. Use Direct Deposit for All Individuals with Bank Accounts. The Department recommends payment of benefits by direct deposit rather than debit cards for individuals with bank accounts. For individuals who have bank accounts, direct deposit offers a number of advantages over both paper checks and state issued debit cards:

RESCISSIONS	EXPIRATION DATE
None	Continuing

- A. It offers the convenience of having benefits deposited without a trip to the bank, and banks often waive monthly account maintenance fees for customers who use direct deposit. Research shows that 97 percent of people who use direct deposit are satisfied with it. (See www.electronicpayments.org for more information on the benefits of direct deposit.)
- B. Benefits may be withdrawn by the individual's usual means of paying bills or obtaining cash, e.g., check, debit card, or bank card; there is no extra card for the individual to carry; and the individual is already familiar with the bank's policies and its network of automated teller machines (ATMs).

The Department recommends that states offer individuals the opportunity to elect direct deposit as soon as possible during the claims process. In states with Internet claim filing, individuals should complete a direct deposit form before submitting their claims. In states with telephone claim filing, individuals should be advised during the claims interview of the availability and advantages of direct deposit, and a sign-up form should immediately be mailed to them.

States that use debit cards and do not yet offer direct deposit should, as an interim measure, offer a way for UC benefits to be automatically transferred from the debit card to the individual's bank account. At least one state already follows this practice.

5 Ensure that Individuals are Clearly Informed of Debit Card Fees and How to Avoid Them.

Debit cards offer convenience and security to those individuals who are unable to take advantage of direct deposit because they lack a bank account. In making benefits available to beneficiaries by debit cards, states should communicate the terms and conditions of their use as clearly as possible.

The Department has found that all states offering debit cards as a method of payment notify individuals of debit card fees via the cardholder agreement that is mailed with the debit card. Some states provide additional brochures or fliers advising individuals of fee structures. This information is often also available on the state's website or on the debit card provider's website. While this information is helpful, it appears that individuals do not always read it, nor do they carry this information with them when they use their debit cards.

To ensure that individuals are informed of fees as quickly, clearly, and simply as possible, the Department recommends that states issue a wallet-sized card listing all fees associated with the debit card. In addition to providing a concise overview of fees, the card could be conveniently carried with the debit card. This will ensure that fee information is available at the time individuals are actually accessing their benefits.

Since using out-of-network ATMs and banks results in fees being imposed, states should also provide individuals with easily accessible lists of in-network ATMs and banks where benefits may be accessed for free. Debit card providers' websites often include links to ATM locators,

which allow individuals to enter their address or zip code and locate the nearest in-network ATMs and banks. For individuals without Internet access, state agencies should make printed lists of local in-network ATMs and banks available. States should notify individuals of these resources at the time of mailing the debit card. These lists could be mailed to individuals upon request, or kept in One-Stop Career Centers for individuals to pick up.

6. Negotiate with Debit Card Providers for Fee Schedules that are More Favorable to Individuals. Section 303(a)(1), SSA, requires that states have “methods of administration . . . reasonably calculated to insure full payment of unemployment compensation when due.” The “withdrawal standard” of Section 303(a)(5), SSA and 3304(a)(4), FUTA, prohibits withdrawals, with specified exceptions not germane to this discussion, from a state’s unemployment fund for purposes other than payment of “compensation.” Section 3306(h), FUTA, defines “compensation” as “cash benefits payable to individuals with respect to their unemployment.” The withdrawal standard plainly requires that all money withdrawn from a state’s unemployment fund be used solely in the payment of unemployment compensation, “exclusive of expenses of administration.” (Section 3306(f), FUTA.) UIPL No. 45-89 explains that UC may not be paid to any individual or entity other than the beneficiary, unless authorized by Federal law, and it provides detailed legal support for this determination. Federal law does not authorize payment of administrative expenses from the state’s unemployment fund. Instead, states receive administrative grants to pay for these expenses. Thus, money withdrawn from the unemployment fund as payment of UC may not be used, in any manner, to cover the state’s administrative cost related to the payment of UC, and the entire amount of UC must be made available to the individual without deductions other than those specifically authorized by Federal UC law. (Certain exceptions exist to this requirement, but they are not germane to this discussion.)

Because UC must be paid to eligible individuals in the full amount due, and moneys may not be withdrawn from a state’s unemployment fund to pay for administration of the state’s UC law, the Department interprets Federal law to require that all beneficiaries have reasonable access to the entire amount of each UC payment without cost to the individual. At a minimum, reasonable access means at least one opportunity for the individual to withdraw the entirety of each UC payment at no cost. Applied to debit cards, the state must allow the individual at least one opportunity to cash-out each UC payment, whether by ATM, over-the-counter teller transaction, or point-of-sale (POS) purchase, without incurring any fee.

In practice, most states using debit cards provide for more than one free withdrawal per UC payment. Also, some states have negotiated debit card fee structures that are more advantageous to UC beneficiaries than others. We have identified five areas where we recommend that states negotiate with their debit card providers to ensure fair and equitable fee schedules. Each area is discussed in detail below.

A. Allow more than one free ATM withdrawal per payment

States should negotiate with their debit card providers to allow for as many free in-network ATM withdrawals as possible. ATM transactions are more convenient and less

time-consuming than over-the-counter teller transactions, since individuals may visit an ATM at any time, without regard to business hours or the need to make a purchase.

The majority of states paying UC through debit cards offer some free ATM withdrawals. In some of these states, individuals may make unlimited free withdrawals at in-network ATMs; in others, individuals may make a specified number of free withdrawals at in-network ATMs before incurring fees.

In addition, states should consider the needs of individuals who reside in rural or underserved areas, where their ATM choices may be limited. Whenever possible, states should partner with a debit card company which has a wide array of ATMs in its network.

B. Allow unlimited free POS transactions

Since point-of-sale fees are paid by merchants, the Department sees no reason for charging beneficiaries a fee for any POS transaction. All except two states have already negotiated agreements with their debit card providers that allow unlimited free POS transactions. This should be the case for every state using debit cards.

C. Allow unlimited free ATM balance inquiries at in-network ATMs

States should negotiate with their debit card providers to allow unlimited free balance inquiries at in-network ATMs. Checking debit card balances regularly is one of the simplest ways for individuals to manage their accounts. Allowing unlimited free ATM balance inquiries promotes this end.

Since individuals are already using ATMs to withdraw their benefits, they should also be able to check their balances via ATM without incurring a fee. Although all states offer free online balance inquiries through the debit card provider's website, states should be mindful of the needs of individuals who are not computer literate or who have no Internet access. Also, although most states offer free automated telephone balance inquiries, states should be mindful of individuals who may have difficulty navigating automated telephone menus.

About fourteen states already offer unlimited free balance inquiries at in-network ATMs. Every state using debit cards for payment of UC should implement this approach as a best practice.

D. Eliminate overdraft charges and reduce or eliminate denial fees

A government-issued debit card should not put individuals at hazard for incurring debt. Therefore, it is the Department's position that debit card arrangements must eliminate the possibility of overdrafts and overdraft charges. In most cases, it is not possible for an individual to overdraw a debit card account. If an individual attempts to make a purchase

or withdraw cash and there are not enough funds in his or her account, the transaction is simply denied. In some states, however, it is possible for an individual to overdraw a debit card account and be charged overdraft fees ranging from \$10 to \$20. Overdrafts can result when a merchant puts a charge through without authorization, as in “pay at the pump” transactions and some Internet purchases. The Department recommends a procedure that denies individuals’ attempts to make purchases or withdraw cash when their accounts contain insufficient funds. States using this procedure charge denial fees ranging from \$.40 to \$1.50 per denied transaction, although some states allow a certain number of free denied transactions before the fee is imposed.

The Department understands that, in some states, the debit card provider deducts the amount of an overdraft, overdraft fee, or denial fee from future UC payments. This practice is inconsistent with Federal law, which prohibits withdrawals from the state’s unemployment fund for any purposes other than the payment of cash benefits to individuals with respect to their unemployment. As explained on page 2 of UIPL No. 45-89, UC may not be levied, attached or otherwise encumbered to satisfy any public or private debt. Thus, deducting and withholding a portion of the individual’s benefits to satisfy a debt to the debit card provider is inconsistent with the withdrawal standard.

We strongly urge states to negotiate with their debit card providers to eliminate overdrafts and reduce or eliminate denial fees. A substantial number of states have already done so. In states continuing to allow for such practices, any overdraft or denial fee may not be intercepted from UC. Any state’s debit card arrangement that allows for such an intercept must be immediately renegotiated.

E. Allow unlimited free telephone customer assistance

All states using debit cards offer unlimited free online customer service. However, not all individuals are computer literate and not all have access to the Internet. For these individuals, telephone customer service remains the only option, and they should not be penalized for relying on telephone customer service. Certain individuals who have difficulty with automated telephone menus may prefer to speak directly with a customer service representative. An individual may need to call several times to have debit card issues resolved, especially in the case of lost or stolen cards. The majority of states already allow unlimited free telephone customer assistance, and all should do so.

7. Action. State administrators should distribute this advisory to appropriate staff.
8. Inquiries. Questions should be addressed to your Regional Office.

Exhibit C

Notice of State of West Virginia

Confidentiality Policies and Information Security Accountability Requirements

1.0 INTRODUCTION

The Executive Branch has adopted privacy and information security policies to protect confidential and personally identifiable information (hereinafter all referred to as Confidential Information). This Notice sets forth the vendor's responsibilities for safeguarding this information.

2.0 DEFINITIONS

- 2.1 Breach** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.
- 2.2 Confidential Information**, shall include, but is not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account number, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, employee marital status, employee maiden name, etc.
- 2.3 Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

3.0 BACKGROUND

Agencies maintain Confidential Information, including, but not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account numbers, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, etc. Federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act, the Privacy Act of 1974, Fair Credit Reporting Act and State laws require that certain information be safeguarded. In some situations, Agencies delegate, through contract provisions, functions to vendors that involve the vendor's collection, use and/or disclosure of Confidential Information. WV State government must take appropriate steps to ensure its compliance with those laws and desires to protect its citizens' and employees' privacy, and therefore, must require that its vendors also obey those laws.

Utilization of safeguards can greatly minimize potential exposure to sensitive information, and vendors are expected to adhere to industry standard best practices in the management of data collected by, or on behalf of, the State, and in the vendor's possession for a business purpose. Even when sound practices and safeguards are in use, exposures can occur as the result of a

Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements

theft, loss, or compromise of data, or systems containing data. At these times, vendors must be accountable for the loss of data in their possession by ***immediately reporting*** the incident surrounding the loss, and by absorbing any cost associated with the appropriate response actions deemed by the State to be reasonable and necessary. Additional vendor funding may be needed for required activities, such as: rapid notification to affected persons, and provision of a call center to handle inquiries. Notification and call handling will use a State-specified method, format, language, and personnel staffing level.

4.0 POLICY

- 4.1** All vendors for the Executive Branch of West Virginia State government shall sign both the RFP or RFQ, as applicable, and the Purchase Order which contain the confidentiality statement, incident response accountability acknowledgement, and adopt this policy by reference.
- 4.2** Vendors must contact the Privacy Officer of the Agency with which they are contracting to obtain Agency-specific privacy policies, procedures and rules, when applicable.
- 4.3** For vendors' information, Agencies generally require at least the following minimum standards of care in the handling of their Confidential Information:
 - 4.3.1** Confidential Information shall only be used or disclosed for the purposes designated in the underlying contract and at no time shall it be disclosed or used for a personal, non-work or non-contract related reason, unless specifically authorized in writing by the Agency.
 - 4.3.2** In all circumstances, vendors shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the vendor on behalf of the Agency, or received by the vendor from the Agency, is owned by the Agency. There are no exceptions to this provision.
 - 4.3.3** In no circumstance shall a vendor use Confidential Information, or data, in any way detrimental to the Agency or to any individual whose records reside in the vendor's control. This prohibition shall not be construed to curtail a vendor's whistleblower rights under Federal and State law. If, in the process of making a good faith report under the provisions of W. Va. Code § 6C-1-1 et seq. or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (Pub. L. No. 104-191) as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the Federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA") or any other relevant whistleblower law, a vendor finds it necessary to

Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements

disclose Confidential Information to an appropriate authority in accordance with those statutes, the disclosure will not be treated as a Breach of the Agency's security, privacy or confidentiality policies, as long as the confidential nature of the information is explicitly conveyed to the authorized recipient.

- 4.3.4** The State may periodically monitor and/or audit use of the information systems and other record-keeping systems at a vendor location or a State location in an effort to ensure compliance with this policy. In addition, the State may audit, and require strengthening of, vendor policies and/or practices as they impact security of State data within the vendor's possession.
- 4.3.5** Any collection, use or disclosure of information that is determined by the Agency to be contrary to the confidentiality statement, law or Agency policy may result in termination of the underlying contract.
- 4.3.6** The confidentiality and incident response accountability statement contained within the RFP or RFQ, as applicable, and the Purchase Order shall survive termination of the underlying contract.
- 4.4** If there is an incident that involves theft, loss, or compromise of State Confidential Information, the following reporting and/or actions must be taken by the vendor, on its own behalf, or on behalf of its subcontractor:
 - 4.4.1** If the event involves a theft, or is incidental to another crime, appropriate law enforcement officials shall be notified and a police report generated to document the circumstances of the crime, with a goal to establish whether the crime involved a motive to obtain the sensitive data. A copy of the police report will be forwarded in accordance with 4.4.2.3.
 - 4.4.2** Notification of Breach.
 - 4.4.2.1** Upon the **discovery** of Breach of security of Confidential Information, if the Confidential Information was, or is reasonably believed to have been, acquired by an unauthorized person, the vendor shall notify the individuals identified in 4.4.2.3 immediately by telephone call plus e-mail, web form or fax; or,
 - 4.4.2.2** Within 24 hours by e-mail or fax of any **suspected** Security Incident, intrusion or unauthorized use or disclosure of Confidential Information, in violation of the underlying contract and this Notice, of **potential** loss of confidential data affecting the underlying contract.
 - 4.4.2.3** Notification required by the above two sections shall be provided to:

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(1) the Agency contract manager whose contact information may be found at www.state.wv.us/admin/purchase/vrc/agencyli.htm and, (2) unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov.

4.4.2.4 The vendor shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Within 72 hours of the discovery, if an actual Breach has occurred, the vendor shall notify the individuals identified in 4.4.2.3 of the following: (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any Federal or State laws requiring individual notifications of Breaches are triggered.

4.4.2.5 Agency will coordinate with the vendor to determine additional specific actions that will be required of the vendor for mitigation of the Breach, which may include notification to the individual or other authorities.

4.4.2.6 All associated costs shall be borne by the vendor. This may include, but not be limited to costs associated with notifying affected individuals.

4.5 The State may require that a vendor provide evidence of adequate background checks, including a nationwide record search, for individuals who are entrusted by the vendor to work with State information.

4.6 The State requires that any vendor taking possession of State data have comprehensive policies and practices to adequately safeguard that information, and further that the sensitivity of the information is clearly identified and documented in writing, with signed acknowledgement by the vendor that the sensitivity is understood, before it is conveyed to the vendor. Vendor policy should articulate all safeguards in place for the State information, including provisions for destruction of all data, including backup copies of the data, at the end of the vendor's legitimate need to possess the data. All State-owned media containing State information will be returned to the State when no longer legitimately needed by the vendor.

4.7 All vendor owned devices that contain or transport any State Confidential Information must be encrypted using the AES algorithm, and an industry

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standard methodology. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.

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Exhibit D

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Exhibit D

PREPAID DEBIT CARD AGREEMENT

This Prepaid Debit Card Agreement (this "Agreement") is dated the ____ day of _____, 2022 between U.S. BANK NATIONAL ASSOCIATION, a national banking association ("U.S. Bank"), and STATE OF WEST VIRGINIA (the "Client").

U.S. Bank is a member of Card Networks and issues Card Network-branded debit cards, check cards, prepaid debit cards and other banking cards to cardholders; and

Client is a government agency seeking to dispense payments to individual recipients via Card Network-branded prepaid debit cards; and

U.S. Bank is willing to issue prepaid debit cards and perform related services to support the Client's program, subject to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual promises set forth in this Agreement, U.S. Bank and Client agree as follows:

Article 1 DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

"Account" means a prepaid debit card account operating through a centralized pool or funds, with an individual sub-account set up for each participating Cardholder, funded through periodic deposits made by Client, and accessible using a prepaid debit card issued by U.S. Bank.

"ACH" means the Automated Clearing House consisting of a collection of electronic interbank networks used to process transactions electronically.

"Adequate Identity Verification" means a process for verifying the identity of each Recipient that enables Client to form a reasonable belief that it knows the true identity of each Bona Fide Recipient. At a minimum, identity verification must include verification of Recipient's First Name, Last Name, Full Address, Date of Birth and Tax Identification Number.

"Administrative Web Portal" means the proprietary web-based prepaid administrative portal hosted by U.S. Bank that Client may use to enroll Cardholders, load and activate Cards, manage Card inventory, and view reports regarding the Program.

"Affiliate" means, with respect to a party, any Person that is directly or indirectly in Control of, is under the Control of, or is under common Control with that party, as of the date of this Agreement or thereafter.

"Applicable Law" means with respect to any party, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with any arbitrator, court or other governmental authority applicable to or binding upon a party or to which a party is subject, whether federal, state, county, local, municipal, or otherwise.

"ATM" means an automated teller machine.

"Bona Fide Recipient" means a Recipient whose identity has been confirmed through Adequate Identity Verification and who, to the best of Client's knowledge and ability, qualifies for the intended benefit.

"Business Day" means any day other than a Saturday, Sunday or federal legal holiday.

"Card" means a prepaid debit product bearing U.S. Bank Marks and either Visa Marks or MasterCard Marks.

"Card Collateral" refers to the Cardholder Agreements, promotional materials, and any other documents, disclaimers, notices, and disclosures provided by U.S. Bank for delivery to Cardholders in the manner directed by U.S. Bank.

"Cardholder" means a Person who requests and receives a Card under the Program.

"Cardholder Agreement" means the written agreement between U.S. Bank and each Cardholder that will govern the terms and conditions of each Card and the related Account.

"Cardholder Data" has the same meaning for same term as defined in the Payment Card Industry - Data Security Standards, as promulgated by the Card Networks from time to time.

"Card Network" refers to Visa U.S.A., Inc., Visa International, Inc., Plus System, Inc., MasterCard International Inc., Maestro, or Cirrus System, Inc.

"Card Security Guidelines" refer to the written instructions provided to Client by U.S. Bank describing the way Client must securely store any Card stock in its possession and control, as the same may be modified from time to time. U.S. Bank's current Card Security Guidelines are attached as Exhibit C to this Agreement.

"Client Marks" refers to the Client's name, as well as any other logo, trademark, or service mark owned by Client.

"Client Representatives" mean those Persons that Client has authorized to transmit information to U.S. Bank or to whom Client has granted access to the Administrative Web Portal. Client may assign differing levels of authority to its Client Representatives from the menu of options offered in the System.

"Confidential Information" means proprietary information belong to a party, including but not limited to, its marketing philosophies and objectives, promotional materials and efforts, financial results, technological developments, customer names, addresses, and other identification information, prepaid debit card account numbers, account information, and other similar confidential or proprietary information and materials.

"Control" means the possession, directly or indirectly, of 50% or more of the voting power for the election of directors of any entity, or the power to direct or cause the direction of the management and policies of that entity, whether through ownership of voting rights, by contract, or otherwise.

"Disbursement" means the loading of funds onto an individual Card by Client.

"Disbursement Amount" refers to the dollar value to be loaded onto a Cardholder's Account.

"Fee Schedule" refers to the schedule of fees and costs set forth in Exhibit B to this Agreement.

"Force Majeure Event" means any cause or event of any nature whatsoever beyond the reasonable control of a party, including strikes, riots, earthquakes, epidemics, terrorist actions, wars, fires, floods, weather, power failure, telecommunications outage, acts of God or other failures, interruptions or errors not directly caused by that party.

"Funding Account" means a centralized pool of funds held at U.S. Bank with a digitally segregated sub-account set up for Client that is funded through periodic deposits with U.S. Bank by Client (by means of ACH transfers or otherwise) and which is accessible through the use of a (real or

virtual) prepaid debit card issued and serviced by U.S. Bank. The Funding Account will only be used by Client to make Disbursements to Cards.

"MasterCard Marks" means all names, logos, trademarks, and service marks owned by MasterCard Worldwide and its subsidiaries in the United States.

"Network Rules" means the applicable by-laws and operating rules of any electronic funds payment network, including rules promulgated by any Card Network or the National Automated Clearinghouse Association.

"Person" means any corporation, company, group, partnership, other entity, or individual.

"Personalized Card" means a Card issued pursuant the Program for a particular Cardholder that bears the respective Cardholder's name.

"PLUS SYSTEM Marks" means the service marks "PLUS SYSTEM" and a certain diamond design, which are registered as United States Registration No. 1,116,468 dated April 10, 1979 for PLUS SYSTEM, Registration No. 1,120,179 dated June 12, 1979 for a diamond design, Registration No. 1,117,432 dated May 1, 1979 for PLUS SYSTEM used in conjunction with the diamond design, and all of which are owned by Visa International Inc.

"POC" means that individual designated by a party to serve as that party's primary point-of-contact with respect the implementation and administration of the Program.

"Program" means the program between U.S. Bank and Client for the issuance of Cards to Cardholders, according to the terms of this Agreement.

"Program Description" means the description of certain features of Client's Program and the duties of the parties in relation to the Program found in Exhibit A to the Agreement.

"Program Launch" means the date the first Disbursement is made onto a Card under the Program other than loads made to any test cards.

"Public Records Laws" shall mean the state laws and regulations applicable to the Client as a government agency that governs the rights of members of the public to obtain documents and other records from the Client.

"Recipient" means an individual receiving disbursements or payments from the Client.

"RII Card" means a non-personalized instant issue Card issued pursuant to the Program.

"RII Cardholder" means a Person who requests and receives an RII Card.

"Subcontractor" means any subcontractor, vendor, or third party retained by U.S. Bank to perform some or all of its obligations under this Agreement.

"Subsidiary" means any corporation or other entity under the Control of a party, either directly or through one or more of its Subsidiaries.

"System" refers to the U.S. Bank Processing System. The System consists of digital applications, procedures, forms and other related materials that have been acquired or developed by U.S. Bank.

"U.S. Bank Marks" refers to the names "US Bank" and "US Bancorp" and the US Bank and shield design, U.S. Trademark Registration No. 2,247,139, registered on May 25, 1999, which are owned by U.S. Bancorp or one or more of its Subsidiaries, as well as any other trademark or service marks owned by U.S. Bancorp that include the terms "US Bank" ("UBANK," "US," "U") or "US Bancorp," however these terms may be capitalized or punctuated.

"Visa Marks" refers to the "Visa" service mark and the Three Bands Design, along with all other logos, trademarks and service marks owned by Visa U.S.A. or Visa International, Inc.

Article 2 PROGRAM LAUNCH

2.1 Prior to Program Launch. To assist the federal government of the United States of America in preventing the funding of terrorism and money launderings, the law of the United States of America requires all financial institutions to obtain, verify and record information that identifies each Person that opens an account. Accordingly, prior to Program Launch, Client shall provide to U.S. Bank its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to adequately identify Client prior to establishing an Account funded by Client. U.S. Bank may, upon request, require Client to promptly provide U.S. Bank with any additional documentation regarding the identity of Client or its principals that U.S. Bank believes is necessary for U.S. Bank to meet its obligations to comply with all Applicable Laws.

2.2 Program Launch. U.S. Bank and Client will use commercially reasonable efforts to cooperate in the timely implementation of the Program according to the terms of this Agreement.

Article 3 MARKS AND LOGOS

3.1 Use of Client Marks. Client hereby grants to U.S. Bank a non-exclusive, non-transferable limited license to use any Client Marks in connection with the Program, which uses include, without limitation, advertising, promotional and public relations materials, Card Collateral and any other item reasonably necessary to the establishment, operation or advancement of the Program. Subject to the prior written approval of Client, whose written approval will not be unreasonably withheld or delayed, U.S. Bank may use Client Marks for other promotional purposes in connection with the Program. Client shall be deemed to have approved the proposed use if Client fails to disapprove U.S. Bank's request in writing within 15 Business Days following the date when U.S. Bank's written request for approval was made to Client. U.S. Bank hereby accepts this license subject to the terms and conditions provided in this section. This limited license will terminate upon termination of this Agreement; provided, that U.S. Bank will be afforded six months following the termination of this Agreement to replace all documentation relating to the Program with documentation that does not bear Client Marks as part of the orderly termination of the Program. U.S. Bank acknowledges that Client or its Affiliates are the owners of the Client Marks, and U.S. Bank will have no right, title or interest in the Client Marks other than the license specifically granted in this section, and U.S. Bank will do nothing inconsistent with such ownership.

3.2 Use of U.S. Bank Marks. U.S. Bank hereby grants to Client a non-exclusive non-transferable limited license to use the U.S. Bank Marks solely in connection with the Program. Client acknowledges that it has no right, title or interest in and will not use the U.S. Bank Marks without U.S. Bank's specific prior written consent, which consent will not be unreasonably withheld or delayed if the proposed use thereof by Client is for advertising or promoting the Program. Client hereby accepts this license subject to the terms and conditions provided in this section. This limited license terminates upon termination of this Agreement. Client acknowledges that U.S. Bancorp, or one or more of its Affiliates or Subsidiaries, is the owner of the U.S. Bank Marks. Client will have no right, title or interest in the U.S. Bank Marks other than the license specifically granted in this section, and Client will not do anything inconsistent with such ownership.

3.3 Third Party Marks. Client has no right, title or interest in, nor will Client use, any PLUS SYSTEM Marks, Visa Marks, or MasterCard Marks without specific prior written consent of the owner of the mark.

3.4 Additional Mark Provisions. To the extent such use is permitted under this Agreement, a party may only use the other party's name and marks only in the form and manner and with appropriate legends as prescribed from time to time by the owner of such name or mark, and except as otherwise set forth in this Agreement, a party will not use any other trademark or service mark in combination with such other party's name or mark without the prior written approval of the owner of such name or trademark. Each party will promptly notify the other party of any unauthorized use by others of such other party's name or mark, which may come to such other party's attention. Each party has the sole right and discretion to bring infringement or unfair competition proceedings involving its own name or mark.

Article 4 RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance.

(a) U.S. Bank will issue a Card to a Recipient following Client's notification to U.S. Bank of Client's receipt of the Recipient's request for a Card, but only after U.S. Bank completes its review and processing of that Recipient's request in accordance with U.S. Bank's internal procedures and eligibility criteria, as the same may be adopted from time to time by U.S. Bank in its sole discretion.

(b) U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent card use and other Account activity which has the potential of exposing U.S. Bank to financial loss. U.S. Bank reserves the right to take any necessary actions to stop such activity on the Account. For any Account closed pursuant to this section, subsequent transmission of any Disbursement will be rejected and any balance remaining on the Card at the time of closure will be returned to the Client. A report will be generated confirming such rejection and the return of funds. U.S. Bank will notify Client in writing of any actions taken pursuant to this section within ten Business Days.

(c) With respect to RII Cards, U.S. Bank shall provide Client with access to the Administrative Web Portal which will allow Client to enroll, register and load RII Cards on a near-instantaneous basis for distribution to RII Cardholders. RII Cardholders who receive RII Cards shall receive them from Client in a pre-activated status or ready to activate status, and with or without funds loaded by Client in Client's discretion. U.S. Bank shall ensure each such RII Card may continue to be used for such purpose until RII Card expiration or depletion of funds on the RII Card. U.S. Bank shall record the issuance of each RII Card and track RII Card issuance, usage, fee collection and closure. RII Card inventory shall be distributed to Client (if Client utilizes multiple RII issuance locations, RII Card stock delivery charges will be paid by Client, per a method acceptable to U.S. Bank in its discretion), who shall be responsible for the security and distribution of RII Cards. To the extent there is any conflict between a term referring to "RII Cards" and any other term referring to "Cards" in general, the term referring specifically to "RII Cards" shall control with respect to RII Cards.

(d) With respect to Personalized Cards, U.S. Bank will place Personalized Cards in the mail to each Recipient of Client who elects to receive a Personalized Card no later than ten Business Days following U.S. Bank's receipt from Client of a request for same containing complete and accurate information regarding the Cardholder as required by U.S. Bank. Also, upon the request of an RII Cardholder, U.S. Bank will issue to such RII Cardholder a Personalized Card as a replacement Card. The

RII Card being replaced will remain active until the Cardholder activates the new Personalized Card. The new Personalized Card will access the same Account tied to such RII Card.

(e) Client may opt to offer its Recipients (i) only RII Cards, (ii) only Personalized Cards, or (iii) both RII Cards and Personalized Cards under the Program.

(f) Notwithstanding anything in this Agreement to the contrary, U.S. Bank may refuse to issue a Card to any Person if U.S. Bank determines that the issuance or use of the Card would violate a Network Rule or any Applicable Law, or would otherwise create risk to U.S. Bank.

4.2 Design and Manufacture of Cards.

(a) U.S. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering Cards. U.S. Bank will provide a standard card design. Each Card will bear the U.S. Bank Marks and the marks of the appropriate Card Network.

(b) U.S. Bank will bear the expense of manufacturing standard-issue Cards issued to Cardholders; provided, however, that Client will bear any additional manufacturing or printing expense incurred as a result of a special or custom Card design requested by Client. Both U.S. Bank and Client must agree that a special or custom Card design is required and jointly approve the design.

4.3 Design of Statements and Card Collateral.

(a) U.S. Bank will produce Account statements and Card Collateral, subject to all Applicable Laws and Network Rules, using designs created by U.S. Bank. U.S. Bank will bear all costs and expenses for the design, printing and production of the Account statements and Card Collateral; provided, however, that Client will bear any additional manufacturing, printing or operating expense incurred as a result of a request by Client to redesign the Account statements or Card Collateral. Both U.S. Bank and Client must agree that the redesign is required and jointly approve the new design.

(b) U.S. Bank will be responsible for the provision to Cardholders of monthly Account statements that will contain information relating to transactions performed with their Cards. U.S. Bank may, in its discretion, provide Cardholders with electronic statements accessible via the internet or paper statements.

4.4 U.S. Bank Operational Responsibilities. U.S. Bank shall administer the Program in accordance with the Program Description. U.S. Bank is also responsible for Account set-up, Card fulfillment, Account reconciliation, responding to Cardholder inquiries, chargeback processing, Disbursement processing, interaction with Card Network systems, transaction processing, and collections. U.S. Bank will not be responsible for determining the amounts to be paid to Cardholders or the calculation of Cardholder Disbursement Amounts.

4.5 U.S. Bank Customer Service. U.S. Bank will maintain a trained staff to assist Client with Cardholder inquiries or complaints regarding the Program.

4.6 Provision of Program Information.

(a) U.S. Bank shall provide information to Client for each month in which Cards are issued and outstanding, including but not limited to Card registration, order and load verification reports.

(b) Any and all information Client receives from U.S. Bank regarding the Program shall be deemed to be Confidential Information of U.S. Bank, and may only be used by Client in connection with the Program.

(c) In no event will U.S. Bank be obligated to provide any information to Client in violation of any Applicable Law, Network Rule, or policy adopted by U.S. Bank.

4.7 Compliance with Applicable Law. U.S. Bank shall cause the Program to comply with all Applicable Laws in all material respects, including but not limited to compliance with applicable state escheatment laws.

Article 5 RESPONSIBILITIES OF CLIENT

5.1 Adequate Identity Verification and Enrollment of Recipients. Client will notify U.S. Bank of Recipient's request for a Card only after it has received a request by the Recipient to receive benefits on the Card. If the percentage of unfunded Cards exceeds 20 percent of enrollments, Client will reimburse U.S. Bank three dollars for each additional unfunded Card. Client will ensure that all Cardholders enrolled in the Program, other than companion Cardholders, are Bona Fide Recipients of Client prior to Card issuance. U.S. Bank shall not be responsible for any damages, including additional expenses for screening or investigation, associated with Cards registered to individuals who fraudulently applied for benefits. Client will reimburse U.S. Bank for the costs of identity verification if Client is unable to perform Adequate Identity Verification prior to enrollment. Client understands that U.S. Bank must collect identifying information and verify the identities of all prospective cardholders as required by the USA PATRIOT Act and any other government or industry regulatory requirements. Further, Client acknowledges that any Cardholders who do not pass initial or ongoing identify verification or OFAC screening will be denied a Card or have their Card suspended. The denial of a Card to a Recipient under this section may not be deemed cause for termination of this Agreement by Client.

5.2 Client Program Offering. Beginning no later than the Program Launch, Client will begin to offer Recipients the option of receiving payments from Client in an Account. U.S. Bank will design and produce marketing materials for the Program. Client will arrange for and coordinate the marketing and promotion of the availability of Cards to Recipients. Client will not distribute any marketing or promotional material unless such material has been reviewed and approved by U.S. Bank.

5.3 Funding of Accounts. Client shall utilize a good funds method of settlement and must have a sufficient amount of immediately available funds on deposit in the Funding Account to fund any Disbursement to a Card. U.S. Bank will not be liable to Client for, and Client will hold U.S. Bank harmless from, any claims arising from the refusal by U.S. Bank to load a Disbursement onto a Card if there are insufficient funds available in the Funding Account to cover the Disbursement Amount.

5.4 Transmission of Disbursements. Client Representatives may use a batch process or the Administrative Web Portal to process Disbursements. Client shall provide complete and accurate information to U.S. Bank regarding each Disbursement. Client Representatives will be solely responsible for the accuracy of Disbursement Amounts transmitted to U.S. Bank, and any changes thereto.

5.5 Erroneous Disbursements. Client may seek to reverse any Disbursement loaded onto a Card in error, provided that sufficient funds remain available on the applicable Card to recover the erroneous Disbursement. Client will be responsible for all Disbursements, including those made in error. U.S. Bank will not be obligated to assist Client in collecting erroneous Disbursements.

5.6 Compensation to U.S. Bank. U.S. Bank will be permitted to charge Cardholders the fees set forth in the Fee Schedule. U.S. Bank may change the Fee Schedule at any time. In the event of an increase to any fee or the introduction of a new fee, U.S. Bank will provide Cardholders notice thereof in a manner that complies with all Applicable Laws. U.S. Bank will also provide a corresponding email notice of an increase to any fee or the introduction of a new fee to Client's POC.

5.7 Training. Client shall be responsible for identifying Client locations that will be used to enroll, load and activate Cards. U.S. Bank shall provide Client with its standard initial “train-the-trainer” approach, and will provide Client with a support number that Client Representatives can call for assistance regarding the Program. Client is solely responsible for training its Client Representatives on how to administer the Program and how to answer questions from Recipients about the Program.

5.8 Cardholder Enrollment. Following Client’s identity and eligibility verification of a Recipient as required in Section 5.1, at the time of each Card enrollment, Client shall provide U.S. Bank with the Cardholder enrollment information set forth in the Program Description. Data entry of Card identification numbers and Cardholder information may only be made by Client Representatives. Client will be liable for any errors in transmission made by its employees or Client Representatives. Unless otherwise agreed to in advance and in writing by U.S. Bank, Client may only enroll and register RII Cardholders who are physically present at a designated Client location at the time of enrollment. Client shall distribute RII Cards, RII Card Collateral, and all U.S. Bank designated disclosure documents to RII Cardholders in the form and manner prescribed in the Program Description and Client Guidelines.

5.9 Card Security and Inventory Control. Client shall securely store any Card stock in its possession and control and maintain its RII Card inventory in accordance with the Card Security Guidelines. Client shall bear all risk of loss and any associated liability for Cards lost or stolen while under its control. Client will permit U.S. Bank to monitor and audit Client’s compliance with the Card Security Guidelines during regular business hours upon two Business Days’ advance notice to Client. Client shall provide U.S. Bank copies of any applicable audits and test results acquired by Client in relation to its obligations under this section.

Article 6

PROGRAM POLICIES AND ACCOUNT ATTRIBUTES

6.1 Card Account Policies. U.S. Bank will have full responsibility for, and will retain full control of all policies and operational aspects relating to the Program (except for the obligations established in Section 5.1 above), including fees and charges, customer service, Card issuance and cancellation, debt collection, access to ATMs, and the issuance of personal identification numbers. Client will not be liable for fraudulent activities on the part of Cardholders unless such activity arises from or is abetted by the negligence or willful misconduct by Client, or its Client Representatives, agents, or employees. Client shall, in a timely manner, refer to U.S. Bank any and all inquiries regarding any aspect of the Program, any Card or Account, or U.S. Bank’s prepaid debit card operations.

6.2 Card Account Attributes. The use by Cardholders of the Cards will, in all instances, be governed by the terms and conditions contained in the Cardholder Agreement. The Cardholder Agreement may be changed by U.S. Bank from time to time. Cardholder Accounts will be maintained at all times in a manner ensuring that each Cardholder is eligible for “pass through” deposit insurance from the Federal Deposit Insurance Corporation (“FDIC”). All funds on deposit in a Cardholder’s Account will be held for the sole benefit of the Cardholder. Client shall have no right, title or interest in a Cardholder’s Account. No interest will be paid on funds held in a Cardholder’s Account.

6.3 FDIC Record Keeping Requirements. In order to facilitate the offering of deposit insurance to Cardholders, Client agrees to fully cooperate in arranging to retain and sharing of Cardholder information with U.S. Bank in a manner consistent with its FDIC-mandated record-keeping obligations, including (i) through April 1, 2021, those required by 12 C.F.R. § 360.9, which provide for a standard data format for generating deposit account and customer data for the FDIC; and (ii) starting April 1, 2021, those required by 12 C.F.R. § 370, which mandate that Client be able to provide the

required information in the required format ("FDIC Information") to the FDIC within 24 hours of the failure of U.S. Bank. The FDIC Information that is compatible with U.S. Bank's information technology systems are outlined in the Deposit Broker's Processing Guide ("Guide") published by the FDIC, including alternative recordkeeping requirements in Section VII of the Guide, which describes the process to follow and the FDIC Information Client will need to provide in the event U.S. Bank fails. That information can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/>. Client acknowledges that, following the appointment of the FDIC as receiver of U.S. Bank, the FDIC may place a hold on Cardholder's Accounts and that Client and Cardholders may not have access to deposits in the deposit account until Client delivers the FDIC Information. Upon request, U.S. Bank will provide Client with the opportunity to validate its capability to deliver the FDIC Information so that a timely calculation of deposit insurance coverage can be made.

6.4 Funding Account. The Funding Account is, at all times, subject to the terms of this Agreement. Funds deposited in the Funding Account are Client-owned deposits with U.S. Bank and may only be used solely for the purpose of making Disbursements to individual Cards. Funds loaded onto a Card will not be returned to the Client, even if the Card in question has expired with a balance remaining on the Card. U.S. Bank will be deemed to be the holder of the funds held in Card Accounts and U.S. Bank will be responsible for escheating any unclaimed funds remaining in those Accounts in accordance with Applicable Law. Upon termination of this Agreement, U.S. Bank shall refund to Client any funds remaining in the Funding Account that have not been applied or loaded to a Card or otherwise held for the purpose of paying any other obligation owed by Client under this Agreement. No interest will be paid on funds held in the Funding Account.

6.5 New Card Features. U.S. Bank may, from time to time, offer Cardholders new or improved Card features and benefits and impose new or additional fees in connection therewith.

6.6 ACH Transfers. Client warrants to U.S. Bank that Client will not make any ACH transfer with respect to the Program for any purpose that is not permitted under Applicable Law or the terms of this Agreement. Client will, with respect to all ACH transfers, comply with the Network Rules that govern the applicable funds transfer system. Client acknowledges that U.S. Bank must make certain warranties with respect to ACH transfers initiated by Client and Client will, therefore, reimburse U.S. Bank for any losses that U.S. Bank incurs, including attorneys' fees and legal expenses, as the result of any such breach of warranty arising out of an ACH transfer initiated by Client. Client hereby waives its right to be notified whenever an electronic funds transfer has been deposited in the Client's Funding Account.

Article 7 EXCLUSIVITY

U.S. Bank will have the exclusive right to issue prepaid debit cards for the purpose of making the types of payments to Recipients contemplated hereunder during the term of this Agreement.

Article 8 INDEMNIFICATION

8.1 Indemnification Obligations. Except to the extent the Losses (as defined below) result from the gross negligence or willful misconduct of the other party or its agents or employees, each party (the "Indemnifying Party") shall defend the other party (the "Indemnified Party"), its Affiliates, and their employees, Subcontractors, agents, officers, directors and shareholders ("Related Parties") from any Third Party Claim (as defined below) asserted by a third party (other than an Affiliate of the Indemnified Party) against the Indemnified Party, and shall indemnify and hold the Indemnified Party and its Related Parties harmless against any and all assessments, losses, liabilities, damages, costs or expenses,

including attorneys' fees, consultant's fees, or court costs incident thereto ("Losses") awarded against the Indemnified Party by a final court judgment or an agreement settling such Third Party Claims in accordance with section 8.2. For purposes of this Agreement, the term "Third Party Claim" means any action, suit, proceeding, demand, litigation, or claim by a third party directly related or attributable to (a) the Indemnifying Party's or its agent's or employee's violation (or act causing the other party to be in violation) of any Applicable Law or Network Rule; (b) the Indemnifying Party's breach of any covenant or warranty made by the Indemnifying Party in this Agreement; (c) any material misrepresentation of Indemnifying Party in this Agreement or any material misrepresentation in or omission from any document, certificate or information furnished or to be furnished by Indemnifying Party under this Agreement; (d) any products or services offered, provided, manufactured, marketed, distributed, advertised, promoted or issued by or on behalf of Indemnifying Party (including the Cards); (e) the use of the licensed marks by or on behalf of Indemnifying Party; (f) the willful misconduct or fraudulent activity on the part of any employee or agent of Indemnifying Party; and (g) the Indemnifying Party's failure to make any payment to a customer, employee or other third party.

8.2 Indemnification Procedures. The Indemnified Party will notify the Indemnifying Party in a reasonably prompt manner of any Third-Party Claim that is asserted for which the Indemnified Party is seeking indemnification pursuant to this Article 8. The Indemnifying Party may thereafter assume control of such Third-Party Claim, provided, that the Indemnified Party will have the right to participate in the defense or settlement of such Third-Party Claim. The Indemnified Party will provide the Indemnifying Party with a reasonable amount of assistance in connection with defending or settling any such Third-Party Claim. Neither the Indemnifying Party nor the Indemnified Party may settle such Third-Party Claim or consent to any judgment with respect thereto without the consent of the other party (which consent may not be unreasonably withheld or delayed).

Article 9 REPRESENTATIONS AND WARRANTIES

9.1. Representations and Warranties. As of the date of this Agreement, each party hereby represents and warrants to the other party as follows:

(a) It has full right, power and authority to enter into and perform this Agreement in accordance with all of the terms and provisions hereof, and that the execution and delivery of this Agreement has been duly authorized, and the individuals signing this Agreement on behalf of it are duly authorized to execute this Agreement in the capacity of his or her office, and to obligate and bind it, and/or its Subsidiaries and Affiliates, in the manner described;

(b) The execution and performance of this Agreement will not violate the organizational documents, bylaws, or similar governing documents, or any material contract or other instrument, Applicable Law, or order to which it has been named a party or by which it is bound. The execution and performance of this Agreement does not require the approval or consent of any other Person or government agency;

(c) There are no material actions, suits or proceedings pending or threatened against it or its Affiliates or Subsidiaries which would adversely affect its ability to perform this Agreement; and

(d) It or one of its Subsidiaries or Affiliates owns all right, title and interest in its marks and it or one of its Subsidiaries or Affiliates has all necessary authority to permit use of its marks as contemplated by this Agreement.

9.2 Legal Compliance. Each party is now in compliance and will remain in compliance at all times with all federal, state, and local laws, rules, and regulations governing its activities under this

Agreement. Each party acknowledges that it will be responsible for its own compliance with Applicable Law and the costs associated therewith. Client has the sole responsibility to comply with all applicable laws, rules, and regulations relating to its administration of the program for providing payments to Recipients and for determining whether the intended use of the Program, including Client's selection of System options and programming to dispense funds or payments, is an appropriate way to dispense such funds. Client is also responsible for determining whether applicable laws, rules, and regulations prohibit, affect, or otherwise controls the disbursement of such funds using a prepaid or stored value card.

9.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, U.S. BANK DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Article 10 CONFIDENTIALITY

10.1 **Confidential Information.** In performing its obligations pursuant to this Agreement, each party may have access to or receive disclosure of certain Confidential Information of the other party. All Program specifications, materials, plans and other Program attributes developed or utilized by U.S. Bank in connection with the Program and related services, and all related software and other documentation, are and will remain the proprietary property of U.S. Bank, and will constitute Confidential Information belonging to U.S. Bank. Without limitation, during the term of this Agreement and thereafter, all Cardholder Data and Card Account information, including all records relating thereto retained in U.S. Bank's System, along with any information provided to Client pursuant to this Agreement relating to the System or the Program, shall remain Confidential Information belonging to U.S. Bank.

10.2 **Exclusions.** Except for Cardholder Data, the term Confidential Information does not include (i) information which is now in or hereafter enters the public domain (and is not subject to a confidentiality agreement with the entity obtaining the same) through no action on the part of either party in violation of the terms of this Agreement, (ii) information that is independently developed by or for a party, (iii) information that is received from a third party (subject to such third party not having violated the terms of any confidentiality agreement), or (iv) information that was already in the possession of the receiving party and not obtained in violation of any confidentiality agreement.

10.3 **Confidentiality Obligation.** Except as otherwise provided under Public Records Laws, each party shall at all times maintain, and cause its agents, employees, corporate parents, Subsidiaries and Affiliates to maintain the confidentiality of all Confidential Information belonging to the other party. Except as otherwise provided under Public Records Laws, neither party shall sell or otherwise convey any of such Confidential Information to any third party and shall exercise all necessary precautions to prevent access to such Confidential Information by any third party other than agents, officers or employees who have a need to know or who must access such Confidential Information in order for such party to fulfill its obligations under this Agreement. Each party shall inform those agents and employees, officers and employees of its Subsidiaries and Affiliates of the confidentiality obligations under this Agreement and require their compliance with such obligations. Except as otherwise provided under Public Records Laws, each party shall not use such Confidential Information for any purpose whatsoever other than those specifically contemplated in this Agreement.

10.4 **Confidentiality of Agreement Terms.** Except as otherwise provided under Public Records Laws, neither party will disclose to any Person (other than as expressly permitted pursuant to this Article 10) the terms or conditions of this Agreement (or any amendments, supplements or

modifications thereto) or the business relationship between U.S. Bank and Client without the prior written consent of the other party and except as necessary to enforce, obtain damages, or seek other relief under this Agreement. Client will not use U.S. Bank's identity, directly or indirectly, in any advertisements, metatag, news releases or releases to any professional or trade publications or media source without U.S. Bank's prior written approval, which approval may be withheld in U.S. Bank's sole and complete discretion.

10.5 Additional Confidentiality Obligations. Except as otherwise provided under Public Records Laws, during the term of this Agreement and thereafter, Confidential Information is to be used solely in connection with satisfying each party's obligations pursuant to this Agreement, and shall be held in confidence. Except as otherwise provided under Public Records Laws, neither party will disclose such Confidential Information to any third party, without the written consent of the other party, except that either party may disclose Confidential Information during the course of any independent or regulatory audit in which information disclosed remains non-public. All Confidential Information furnished by the parties to each other in connection with this Agreement is the exclusive property of the furnishing party, and, unless otherwise provided under Public Records Laws, at the request of that party or upon termination of this Agreement, the other party shall promptly return to the furnishing party all such information without copying such information. Except as otherwise provided under Public Records Laws, neither party will disclose, furnish, or use Confidential Information in any way whatsoever not specifically contemplated under this Agreement without the prior written consent of the other party. The parties agree that Confidential Information is exempt from publication under the applicable Public Records Law unless and until the furnishing party has the ability to review the relevant information and object to publication. Except as otherwise provided under Public Records Laws, each party shall take measures to prevent its agents, employees, and Subcontractors from using, any Confidential Information to which it becomes privy.

10.6 Compelled Disclosure. Each party may disclose Confidential Information to any regulatory authority having jurisdiction over it without prior notification to the other party. With respect to any other disclosures of Confidential Information, if any party is compelled by Applicable Law, in the written opinion of counsel, to disclose any portion of the other party's Confidential Information, the party so compelled may comply with such law, provided, that, to the extent permitted by law, such party timely notifies the owner of the Confidential Information and reasonably cooperates in any of the owner's efforts to maintain the confidentiality of such Confidential Information.

10.7 PCI Data Security Standards. U.S. Bank shall ensure that its Program related activities are conducted in a manner that complies with PCI Data Security Standards.

Article 11 TERM AND TERMINATION

11.1 Term. The term of this Agreement is three years from the Program Launch date (the "Initial Term"). Unless either party gives the other party 60 days written notice prior to the end of the Initial Term, the term of the Program will be automatically extended for successive one-year periods (each, a "Renewal Term"). During any Renewal Term, either party may elect to terminate the Agreement by giving written notice 90 days prior to the end of the then current Renewal Term. If such notice is given, the Agreement will terminate effective on the last day of the then current term. Notwithstanding the termination of this Agreement, the terms and conditions of all agreements between U.S. Bank and Cardholders will remain in effect.

11.2 Termination for Excusable Delay. Either party may terminate this Agreement if the other party has been excused, pursuant to section 14.14 of this Agreement, from the performance of the other party's obligations under this Agreement for 60 consecutive days or more.

11.3 Termination for Material Breach. Either party may terminate this Agreement if the other party is in breach of its obligations under this Agreement and such breach is deemed material by the non-breaching party, in its reasonable judgment. For purposes of clarity, a material breach includes, but is not limited to, failure to perform Adequate Identity Verification or failure to pay amounts owed under Article 5. In the event either party wishes to terminate this Agreement for a reason specified in this section, such party ("Sending Party") shall give written notice, in accordance with section 14.10 ("Remedy Notice"), to the other party ("Other Party"). The Remedy Notice must specifically state the reason or reasons why the Sending Party believes the Other Party is in material default under this Agreement and wishes to terminate this Agreement, and must request such Other Party to specify the act or acts which it will accomplish to cure the cited material defaults. The Other Party will have a period of 45 days from its receipt of the Remedy Notice to cure the cited material default, or if such material default cannot be cured in such 45-day period, specify to the Sending Party the act or acts which such Other Party will accomplish in order to cure the cited material default. In the event the default is not cured by the end of such 45-day period and the Sending Party does not at the end of such 45-day period approve the acts, if any, proposed by the Other Party as curing the cited material default, which approval will not be unreasonably withheld, the Sending Party may then immediately terminate this Agreement by giving the Other Party another written notice, in accordance with section 14.10 ("Termination Notice"), stating that this Agreement is being terminated under the provisions of this section effective upon receipt of the Termination Notice by the Other Party.

11.4 Termination for Insolvency; Unique Services. This is an agreement for certain unique services. Either party may, if in compliance or excused from compliance with its obligations under this Agreement, terminate this Agreement immediately in the event of the other party's (a) insolvency, receivership, or voluntary or involuntary bankruptcy or institution of proceedings therefore; (b) assignment for the benefit of creditors a substantial part of that party's property; or (c) a substantial part of the other party's property becoming subject to any levy seizure, assignment, or sale for or by any creditor or governmental agency without being released or satisfied within 30 days thereafter.

11.5 Termination by Reason of Regulation. U.S. Bank may terminate or curtail or restrict its operations under this Agreement at any time upon 15 days' advance written notice to the Client without liability to Client in the event of (a) the establishment of any Applicable Law or Network Rule, or (b) the decision or order of any court, agency, or tribunal that is controlling or binding on the parties, if U.S. Bank determines, in its sole discretion, that the order, rule or regulation would (x) prohibit any or all of the services contemplated in this Agreement, (y) restrict the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or (z) be unduly restrictive to the business of U.S. Bank or require burdensome capital expenditures by U.S. Bank to continue its performance of such services.

11.6 Termination for Risk. U.S. Bank may terminate this Agreement or curtail or restrict its operations under this Agreement (including the cessation of the Program in particular jurisdictions) at any time with 30 days' notice to Client without liability, except for liabilities accrued prior to the termination, upon U.S. Bank's determination, in its sole discretion, that Client's activities relating to the Program may subject U.S. Bank to undue financial, legal, regulatory, or reputational risk.

POST-TERMINATION PROVISIONS

12.1 Account Ownership. Upon termination of this Agreement, U.S. Bank retains all right, title and interest in all Accounts and Cards and in all Cardholder Data and Card Account information, including all records relating thereto retained in U.S. Bank's System. Without limitation of the foregoing, upon and following termination of this Agreement, U.S. Bank shall have the right to solicit any Cardholder or convert any Card and related Account to any other card or account issued by U.S. Bank or any Affiliate of U.S. Bank, and to exercise all rights of ownership with respect thereto, subject to Applicable Law. U.S. Bank will have no obligation to assign new account numbers to replacement Cards.

12.2 Wind-down of Operations. Following termination of this Agreement, U.S. Bank will not be required to accept requests to issue a Card and will not reload existing Accounts with Disbursements. U.S. Bank will have six months following termination of this Agreement where it may continue to re-issue Client branded cards to Cardholders whose Cards are lost or stolen or who request additional Cards. Thereafter, U.S. Bank may, but is not in any way obliged to, issue non-Client branded cards as replacements for any lost, stolen, or expired Cards.

Article 13

DAMAGES AND LIMITATIONS OF LIABILITY

13.1 Damages. In the event that any party defaults in any of its obligations under this Agreement, in addition to any other remedies provided pursuant to this Agreement or Applicable Law, including without limitation termination, the non-breaching party shall be entitled to recover from the breaching party the actual damages which the non-breaching party may incur on account of such breach, including without limitation reasonable attorneys' fees and expenses, court costs and the fees and expenses of consultants incurred in connection with any judicial or arbitration proceedings relating to such breach.

13.2 Injunctive Relief. The parties acknowledge that money damages would not be a sufficient remedy for any breach of Article 10 of this Agreement by any party or by any other Person receiving Confidential Information pursuant to Article 10 and that the party whose Confidential Information is disclosed or used in violation of this Agreement shall be entitled to claim injunctive or equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available to such party at law or equity.

13.3 Limitation of Liability. EXCEPT FOR LIABILITIES ARISING UNDER SECTION 8.1 IN THE CASE OF THIRD PARTY CLAIMS, IN NO EVENT SHALL U.S. BANK BE LIABLE FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, OR PUNITIVE DAMAGES ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT.

13.4 Time Limit for Claims. Neither party may assert a claim against the other party more than one year from the date the claiming party has or should have actual knowledge of the facts giving rise to such claim.

Article 14

ADDITIONAL PROVISIONS

14.1 Relationship of the Parties. In performing their responsibilities pursuant to this Agreement, the parties are in the position of independent contractors. Neither party has the right to

bind or obligate the other party in any manner. Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties.

14.2 Subcontractors. U.S. Bank may use one or more Subcontractors to perform its obligations under this Agreement. To the extent that U.S. Bank engages a Subcontractor, U.S. Bank shall remain solely responsible for the performance of the work of that Subcontractor as if the work were performed by U.S. Bank. Client will have no recourse, nor assert any claim, against any Subcontractor.

14.3 Assignment. Neither party may assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent, except that U.S. Bank may, without prior notice to or consent of Client, assign or delegate this Agreement and any of its rights or obligations under this Agreement to any Affiliate, Subsidiary, corporate parent, successor-in-interest, or successor by merger having the authority to operate the Program in the same manner as U.S. Bank.

14.4 Successor and Assigns. Subject to the terms of section 14.3, this Agreement will be binding upon and inure to the benefits of the parties' respective successors and assigns.

14.5 Survival of Terms. The obligations and remedies of the parties set forth in Articles 3, 8, 10, 12, 13, and 14 of this Agreement survive termination of this Agreement.

14.6 Governing Law and Forum. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles thereof. Any action brought to enforce any rights under this Agreement shall be brought exclusively in federal or state court in Hennepin County, Minnesota. Each party waives any claim that a legal proceeding brought in accordance with this section has been brought in an inconvenient forum or that venue of that proceeding is improper.

14.7 Severability. Should any provision of this Agreement contravene any Applicable Law or Network Rule, or should any provision of this Agreement otherwise be held invalid or unenforceable by a court of competent jurisdiction, then each such provision will be automatically terminated and performance thereof by both parties waived; nevertheless, all other provisions of this Agreement will remain in full force and effect.

14.8 Amendments. Except as specifically provided elsewhere in this Agreement, this Agreement may only be modified by a written document signed by both parties.

14.9 Incorporation by Reference. Each Exhibit referred to in this Agreement is hereby expressly incorporated into this Agreement in its entirety and made a part of this Agreement. All defined terms used in this Agreement will have the same meaning when used in the Exhibits.

14.10 Notices. Any notice required or permitted by this Agreement to be given to either party by the other must be in writing and shall be delivered: (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that provides a confirmation of delivery. Any notice so given shall be effective upon delivery or three days from the date of mailing or sending, whichever is earlier. All notices must be addressed to a party at the address shown below for the party to whom such notice is given, or addressed to any other Person or address of which the party to receive such notice has notified the other party, pursuant to the provisions of this section:

If to Client:

CLIENT

Address

City, State, Zip

Attn:

If to U.S. Bank:

U.S. Bank National Association

200 South 6th Street, EP-MN-L16C

Minneapolis, MN 55402

Attn: SVP – Prepaid Debit Products

Copy to:

U.S. Bancorp Corporate Counsel

800 Nicollet Mall, BC-MN-H21N

Minneapolis, MN 55402

Attn: Retail Payment Solutions Counsel

14.11 No Implied Waiver. No waiver of any provisions of the Agreement and no consent to any default under the Agreement shall be effective unless in writing and signed by the party against whom such waiver or consent is claimed. No course of dealing or failure to strictly enforce any provision of the Agreement shall be construed as a waiver of such provision for any party's rights. Waiver by a party of any default by the other party shall not be deemed a waiver of any other.

14.12 Compliance with Network Rules. In connection with their performance under this Agreement, U.S. Bank and Client will comply with all applicable Network Rules in effect from time to time. To the extent any provision of this Agreement conflicts with any Network Rule, this Agreement will be deemed amended to the extent necessary in order to conform to such Network Rule.

14.13 Construction. This Agreement must be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

14.14 Excusable Delay. Any delay in the performance of a party's obligations under this Agreement will be excused to the extent approved in writing by the parties. Any delay in the performance by a party of its obligations under this Agreement will also be excused when such delay in performance is due to the occurrence of a Force Majeure Event; provided, however, that written notice thereof must be given by the party whose performance was delayed to the other party no less than 30 days after the occurrence of that Force Majeure Event.

14.15 Immaterial Breach. From time to time, one party to this Agreement may determine that the other party is in breach of the Agreement, but that such breach is immaterial. In such case, the party making such determination may, at its option, notify the other party in writing of the occurrence and nature of such breach. In such case, and the parties will work together in a good faith effort to resolve any issues relating to the alleged immaterial breach.

14.16 Attorneys' Fees. If any litigation or alternative dispute resolution proceeding arises between the parties regarding rights or obligations under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, expert witness fees, consultant's fees and court costs incurred in connection with such litigation or proceeding.

14.17 Entire Agreement. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written agreements between the parties and now constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof.

14.18 Program Records and Audit Rights. U.S. Bank shall maintain true and complete books and records relating to Disbursements under the Program (the "Program Records"). The Program

Records will be maintained in accordance with good accounting practices and in sufficient detail to enable an audit trail to be established. U.S. Bank will afford Client and any mutually acceptable independent auditor reasonable access to the Program Records, upon reasonable notice and during normal business hours, for purposes of inspecting, auditing, analyzing, and copying such Program Records. Any inspection or audit of the Program Records will be at Client's sole cost and expense.

14.19 Use of Client Name. U.S. Bank may refer to Client as a party to whom U.S. Bank provides prepaid cards in its promotional materials or in its responses to requests for proposals to provide services substantially similar to those provided under this Agreement.

14.20 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the faxed signature of the other party.

The undersigned are signing this Agreement as of the date set forth in the introductory clause.

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

STATE OF WEST VIRGINIA

By: Criss McCauley

Name: Criss McCauley

Title: Director of Unemployment

EXHIBIT A
PROGRAM DESCRIPTION

Core Elements

The Program will have the following core elements:

- ☐ All Cards will be Card Network-branded, following all Card Network “Prepaid Debit Card” regulations and program guidelines.
- ☐ No general purchase restrictions will be placed on the Cards (other than MCC block on online gambling).
- ☐ The Cards will have teller cash withdrawal access.
- ☐ The Cards will have ATM access at Card Network-enabled ATMs.
- ☐ The Cards will have point-of-sale access through the Card Network.
- ☐ The Cards will be standard-issue Cards carrying U.S. Bank’s name and/or marks and may also carry Client’s name and/or marks.

U.S. Bank Responsibilities

U.S. Bank shall be specifically responsible for the following:

- ☐ Providing Client with continual access to the Administrative Web Portal.
- ☐ Providing initial training (train-the-trainer) of designated Client Representatives.
- ☐ Providing all Card Collateral needed to support the delivery of Cards to the Cardholders at the agreed-upon cost.
- ☐ Setting up Accounts, processing chargebacks in accordance with the rules of the applicable Card Network, and providing all related transaction processing.
- ☐ Managing Account settlement for loading of Disbursements to Cards and processing transactions performed on Cards through the applicable Card Network.
- ☐ Providing Cardholders with transaction histories and statements via a designated web site.
- ☐ Providing access to its Continual Voice Response Unit (“VRU”) which will be made available via a dedicated toll-free telephone number. VRU features will include: Card activation lost/stolen account reporting, remaining account balance, last load amount, and recent transactions.
- ☐ Providing Cardholders with continual access to live-agent customer service representatives via a dedicated toll-free telephone number.
- ☐ Designating a POC for the Program.

Client Responsibilities

Client shall be responsible for the following:

- ☐ Actively promoting the Cards to Recipients as a means of receiving payments.
- ☐ Assisting U.S. Bank in the training of Client Representatives.
- ☐ Managing Card inventory using the System and following procedures set by U.S. Bank.
- ☐ Complying with the Card Security Guidelines set forth in Exhibit C.
- ☐ Presenting all Card Collateral, enrollment information, and Program disclosures to Cardholders in the form and manner prescribed by U.S. Bank using only materials provided to Client by U.S. Bank.
- ☐ Enroll all applicable Cardholders in Program, and if applicable to program, reload cards following the enrollment/data entry procedures and System provided by U.S. Bank.
- ☐ Providing complete and accurate information regarding Cardholders required by U.S. Bank for initial enrollment, the scope of which is subject to change from time to time.
 - As of the date of this Agreement (but subject to change), the Cardholder information required for initial enrollment for an RII Card is: First Name, Last Name, Full Address, Date of Birth (if selected methodology for Card activation), the Card ID from the RII Card Collateral, and Tax Identification Number. E-mail and Mobile Phone Number shall be provided when possible.
 - As of the date of this Agreement but subject to change), the Cardholder information required for initial enrollment for a Personalized Card is: First Name, Last Name, Full Address, Date of Birth, and Tax Identification Number. E-mail and Mobile Phone Number shall be provided when possible.
- ☐ Client will transmit Disbursement Amounts in the manner required by U.S. Bank.
- ☐ Client will designate its POC for the Program.

Timing

The targeted product rollout will be as follows:

- ☐ Kick-off meeting between U.S. Bank and Client
- ☐ Product "Friendly User" Testing
- ☐ Program Launch

Master Services Agreement

Customer Tax Identification Number: Enter Tax ID

I, Enter Name, HEREBY CERTIFY that I am Enter Title of Enter Company Name ("Customer"),
a Government Entity. If applicable enter State

I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.
6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

Master Services Agreement

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

Master Services Agreement

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature:	<u>Scott Adkins</u>	Signature:	_____
Print name:	<u>Scott Adkins</u>	Print name:	_____
Print title:	<u>Acting Commissioner</u>	Print title:	_____
Email address:	<u>Scott.A.Adkins@OK.Gov</u>	Email address:	_____
Date:	<u>06-10-22</u>	Date:	_____
Signature:	_____	Signature:	_____
Print name:	_____	Print name:	_____
Print title:	_____	Print title:	_____
Email address:	_____	Email address:	_____
Date:	_____	Date:	_____
Signature:	_____	Signature:	_____
Print name:	_____	Print name:	_____
Print title:	_____	Print title:	_____
Email address:	_____	Email address:	_____
Date:	_____	Date:	_____
Signature:	_____	Signature:	_____
Print name:	_____	Print name:	_____
Print title:	_____	Print title:	_____
Email address:	_____	Email address:	_____
Date:	_____	Date:	_____

For Internal Use Only:

Review _____	Validation Method _____	TL Review _____	Imaged _____
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Master Services Agreement - MSA

Master Services Agreement

Customer Tax Identification Number: Enter 1 x ID

I, Enter 2 name, HEREBY CERTIFY that I am 3 Title of Enter 4 name ("Customer"),
Select 5 v Type 6 illicable enter State

I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS

TREASURY MANAGEMENT SERVICES

MONEY CENTER AND SFEKEEPING SERVICES

FOREIGN EXCHANGE

FOREIGN CURRENCY ACCOUNTS

OTHER SERVICES

GENERAL

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature: 8
Print name: 9
Print title: 10
Email address: 11
Date: 12

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

The Master Services Agreement (MSA) encompasses Depository, Treasury Management, Money Center, Foreign Currency and Foreign Exchange signers and/or services. The MSA utilizes Appendices to designate authorized signers, accounts, and tax identification numbers:

Appendix A – Depository Accounts

Appendix B – Treasury Management Services

Appendix C – Foreign Currency Accounts

Appendix D – Foreign Exchange Tax Identification Numbers

Appendix M – Money Center and Safekeeping Services

Note: Complete Appendices only for accounts or services requested. Please contact your U.S. Bank representative for assistance.

Instructions:

1	Enter tax identification number of your parent or lead company.
2	Enter the name of the individual who is attesting to the accuracy of the MSA. This individual is also a contract signer authorized to execute documentation for authorized signer changes.
3	Enter the title of the individual attesting to the MSA.
4	Enter legal name of your parent or lead company.
5	Select the appropriate entity type for your company.
6	Enter the state where your company is organized (if applicable).
7	Content headings in body of Master Services Agreement.
8	Contract signer signature identified on page 1 or the MSA. Additional space provided for more contract signers.
9	Enter name of signer(s).
10	Enter title of signer(s).
11	Enter email address of signer(s).
12	Enter date form is signed by signer(s)

Appendix A: Account Signers

Customer information

Customer name: Workforce West Virginia Tax ID number: 55-6000932

Account information

Account name	Account number	Tax ID number

Authorized account signers

Name	Title	Email address	Specimen signature
Scott Adkins	Acting Commissioner	Scott.A.Adkins@WV.Gov	Scott Adkins
Jane Shinn	FAM Director	Jane.Shinn@WV.Gov	Jane Shinn
Criss McCauley	Director of UI	Criss.h.McCauley@WV.Gov	Criss McCauley

The Contract Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A for each Customer listed above. Customer is responsible for the validity and authenticity of email addresses provided above.

Signature:

Scott Adkins

Email address:

Scott.A.Adkins@WV.Gov

Print name:

Scott Adkins

Date:

06-10-22

Print title:

Acting Commissioner

For Internal Use Only:

Authorized signers are related to the Master Services Agreement dated: _____

Review _____

Validation method _____

TL review _____

Imaged _____

Master Services Agreement – Appendix A

Appendix A: Account Signers

[illegible]

The Contract Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A for each Customer listed above. Customer is responsible for the validity and authenticity of email addresses provided above.

Signature: _____ 10 _____

Print name: _____ 14 _____ 12 _____

Print title: _____ 14 _____

Email address: _____ 11 _____

Date: _____ 13 _____

Appendix A is used to authorize depository account signers. An authorized account signer is a person or persons authorized to open, add, modify or closed accounts and to sign checks, drafts, or other orders of transfers.

Please contact your U.S. Bank representative for assistance.

Instructions:

1	Enter your company name as stated on MSA.
2	Enter main tax identification (TIN) number of your company as stated on MSA.
3	Enter name or title for each account. Note: All accounts must have the same authorized signers.
4	Enter account number for each account.
5	Enter TIN for each account.
6	Enter name of authorized signer for each signer.
7	Enter the title of the authorized signer for each signer.
8	Enter the email address for each signer.
9	Account signer signature for each signer.
10	Contract signer signature.
11	Enter email address of contract signer.
12	Enter name of contract signer.
13	Enter date form is signed.
14	Enter title of contract signer.

Customer information

Customer name: Workforce West Virginia Tax ID number: 55-6000932

Authorized Treasury Management signers

Customer name: Workforce West Virginia Tax ID number: 55-6000932

[illegible]

Signature: Scott Adkins Email address: Scott.A.Adkins@wv.gov
Print name: Scott Adkins Date: 06-10-22
Print title: Acting Commissioner

Authorized signers are related to the Master Services Agreement dated:

Review	Validation method	TL review	Imaged
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Appendix B: Treasury Management Signers

Please contact you U.S. Bank representative for assistance.

1	Enter your company name as stated on MSA.
2	Enter main tax identification (TIN) number of your company as stated on MSA.
3	Enter name of authorized TM signer for each signer.
4	Enter the title of the authorized TM signer for each signer.
5	Enter the email address of the authorized TM signer for each signer.
6	Authorized TM signer signature for each signer.
7	Contract signer signature.
8	Enter email address of contract signer.
9	Enter name of contract signer.
10	Enter date form is signed.
11	Enter title of contract signer.

Customer information			
Customer name:	Tax ID number:		
Name	Title	Email address	Specimen signature

Sample

Signature: _____

Print name: _____

Print title: _____

Email address: _____

Date: _____

EXHIBIT B
FEE SCHEDULE

TBD

RFQ WWV- (Electronic Payment Card and Direct Deposit Services) Cost Sheet

Line No.	Type of Service	Monthly Estimated Quantities*	Claimant's Unit Fee	Claimant's Total Cost
1	Direct Deposit		NA	
2	Set Up Fee - Initial Card		No Cost	
3	Monthly Account Services for Active Accounts		No Cost	
4	Transactions		NA	
5	Total ATM Withdraws		NA	
ATM In-Network				
6	Number of Counties with at least one ATM			
7	Divided by Total Counties in West Virginia			
8	Percent			
9	% in 8 multiplied by ATM Withdrawals (line 4)		No Cost	
Contracted ATM In-Network with Fee				
10	Number of Counties with at least one ATM			
11	Divided by Total Counties in West Virginia			
12	Percent			
13	% in 12 multiplied by ATM Withdrawals (line 4)		\$0.00	
ATM Out-of-Network				
14	Number of Counties without an In-Network ATM			
15	Divided by Total Counties in West Virginia			
16	Percent			
17	% in 17 multiplied by ATM Withdrawals (line 5)		\$2.50	
18	Potential Additional Charge by Bank where Out-of-Network ATM is located (Use Same Quantity from 17)		\$2.00	
<p>**Bidding vendor cannot predict the cost per transaction being charged by a bank that is not one of the vendor's banks. For Line 18, the important factor is the number of transactions. Therefore, the standard rate of \$2.00 is being used for the purpose of calculating and allowing equal comparison of costs.</p>				
19	ATM Transactions outside of the US		\$2.50	
20	Point of Sale as Credit		\$0.00	
21	Point of Sale as PIN Debit		\$0.00	
22	Teller assisted Withdraw at debit card in-network bank		No Cost	
23	Total Transaction Cost (13+17+18+19+20+21)			

No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
	ATM Balance Inquiries		NA	
24	ATM Balance Inquiries for In-Network 70,000 multiplied by % from 7 plus 11		No Cost	
25	Chargable ATM Balance Inquiries for In-Network (10% multiplied by 25) equals monthly estimated total		\$0.00	
26	ATM Balance Inquiries for Out-of-Network (70,000 multiplied by % in 16) equals monthly estimated total		\$0.00	
27	Total Cost (25+26)			
	Other Fees			
28	Account Overdraft		\$0.00	
	Insufficient Funds			
29	Minimum of two (2) denials for Insufficient Funds per month		No Cost	
30	Additional denials for Insufficient Funds		\$0.00	
31	Free On-Line Statements		No Cost	
32	Account Statements Mailed to Claimants		\$0.00	
33	Total Other Fees (28+30+32)			
	Card Issuance Services			
34	One Card replacement per year (includes postage)		No Cost	
35	Additional Card Replacements		\$0.00	
36	Overnight delivery requested by cardholder		\$15.00	
37	Expired card replacement		No Cost	
38	Card Deactivation		No Cost	
39	Card Reactivation		No Cost	
40	Total Card Services Cost			
	Cardholder Inquiry			
41	Free telephone automated inquiries through toll-free line		No Cost	
42	Free Web inquiries		No Cost	
43	2 Free Live Customer Service Inquiries per Month		No Cost	
44	Additional Live Customer Service Inquiries per Month		\$0.00	
45	Total Inquiry Cost			
	Miscellaneous			
46	Account Inactivity with a balance after 12 Months		\$1.00	
47	Change in PIN		\$0.00	
48	Account Research		\$0.00	
49	Conversion of Foreign currency		3%	
50	Total Miscellaneous Cost			
Line	Type of Service	Monthly Estimated	Claimant's	Claimant's

No.		Quantities	Unit Fee	Total Cost
	ACH Origination and Routing			
51	ACH Monthly Maintenance		No cost	
52	ACH Credit Originated		No cost	
53	ACH Debit Originated		No cost	
54	ACH Transmission		No cost	
55	ACH Return		No cost	
56	ACH Notification of Change		No cost	
57	Total ACH Cost			
59	Grand Total			

EXHIBIT C

CARD SECURITY GUIDELINES

These Card Security Guidelines are based on policies and guidelines development by the Card Networks and industry best practices. These requirements are to be implemented and followed by Client at all locations that store and distribute Cards whenever Client has Card stock on hand at its locations or under its control.

Card Stock Ordering

Card stock orders will be placed as bulk orders to the card manufacturer by U.S. Bank. The fulfilled Card stock orders will be shipped to the designated Client locations by the card manufacturer by an approved carrier. Shipments will be traceable. Card stock orders must be signed for upon arrival. If intermediate stops are made during the shipment, the shipment must remain secure and inaccessible to unauthorized personnel.

Card Stock Storage

All Card stock must be placed at the time of receipt into inventory in a secured storage area. An Account Representative designated by Client management should be appointed to ensure that physical and procedural security policies are implemented. Physical security of Card stock inventory must be maintained at all times. Client shall use commercially reasonable controls to ensure the protection of the Card stock. At minimum, Card stock must be stored in a locked area such as a back office with limited access when not actively being distributed to Cardholders. RII Card stock, which will be provided by U.S. Bank in tamper-evident sealed envelopes, may not to be opened by anyone other than the applicable Cardholders.

Card Stock Inventory

An inventory log must account for Card stock received, used, spoiled (Card stock that cannot be used due to damage, tampering or expiration), and remaining. Card stock remaining in inventory in the inventory log should balance to the number of Card stock on hand at any time. U.S. Bank's System will allow Client to maintain an inventory log automatically in the ordinary course of business, but Client shall immediately report to U.S. Bank, through a channel approved by U.S. Bank, any spoilage or theft of any Card stock that Client has detected. Client shall utilize U.S. Bank's Administrative Web Portal to log such exceptions and provide an explanation of spoilage. Client shall conduct monthly self-audit Card stock inventory true-ups.

Card Stock Destruction

U.S. Bank may request return of unused Card stock in inventory for destruction for any of the reasons listed below:

- Card stock compromised or tampered with,
- Card stock expired,
- Card stock damaged or defective, or
- Program is terminated.

Any Card stock returned to U.S. Bank must be securely packaged.