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Header 9

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 694713

Procurement Type: Central Master Agreement

Vendor ID: VS0000022108 

Legal Name: Metabank, n.a.

Alias/DBA:

Total Bid: \$0.00

Response Date: 05/15/2020 

Response Time: 12:11

SO Doc Code: CRFQ

SO Dept: 0323

SO Doc ID: WWW2000000015

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Status: Closed

Solicitation Description: ADDENDUM 4-Electronic Payment
Card Services & Direct Deposit

Total of Header Attachments: 9

Total of All Attachments: 9



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 694713

Solicitation Description : ADDENDUM 4-Electronic Payment Card Services & Direct Deposit

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-15 13:30:00	SR 0323 ESR05152000000006711	1

VENDOR
VS0000022108 Metabank, n.a.

Solicitation Number: CRFQ 0323 WWV2000000015

Total Bid : \$0.00 **Response Date:** 2020-05-15 **Response Time:** 12:11:16

Comments:

FOR INFORMATION CONTACT THE BUYER
 Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Electronic Payment and Direct Deposit Services	0.00000	EA	\$2,850.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description :	Electronic Payment Card (EPC) and direct deposit services for the delivery of unemployment benefits per the specifications attached
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Comments: Per Section 6.1 Delivery Time of the solicitation, MetaBank N.A. will deliver and implement the requested services within 7 months or 210 days after contract award.

Payment Card and Direct Deposit Services

Presented to:

West Virginia Department of Labor

CRFQ_0323_WWV2000000015

Submitted by:

Whitney Bright, SVP, MetaBank

605-362-5143 | wbright@metabank.com

05-15-2020

May 15, 2020

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5501 S. Broadband Lane
Sioux Falls, SD 57108
www.metabank.com

Money Network, LLC
255 Fiserv Drive
Brookfield, WI 53045
www.fiserv.com

Dusty J. Smith
West Virginia Department of Labor
Department of Administration, Purchasing Division
2019 Washington St. E
Charleston, WV 25305

Dear Dusty J. Smith:

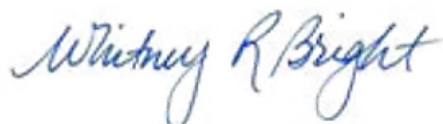
MetaBank, N.A. (MetaBank) is pleased to submit our response to the West Virginia Department of Labor for Payment Card and Direct Deposit Services. To meet the needs of the program and be best positioned for the future, MetaBank has partnered with a technology leader, Money Network Financial, LLC (Money Network), a Fiserv company, financial coaching expert Operation HOPE and network provider, Visa – collectively referred to as the MetaBank Team. We believe we are the best choice for the Electronic Payment Card and Direct Deposit Services program due to our unrivaled solution, demonstrated innovation and proven ability to deliver for government, higher education, large corporate clients and many others.

As a leader in the prepaid industry, serving both banked and unbanked populations, the MetaBank Team's prepaid solution is already in use by more than 3,000 clients, including over 80 government programs, higher education and businesses, both large and small. These client partners include the U.S. Department of the Treasury (U.S. Debit Card), the Department of Education (Federal Student Aid), Walmart (employee payroll) and many other programs of varying complexities and scope.

The MetaBank Team is uniquely suited for this undertaking. We have the expertise, solutions and resources to ensure a smooth transition that will deliver higher levels of security, innovation, financial coaching, customer service and convenience. We look forward to showing how our solution meets the needs and expands the future capabilities of the Electronic Payment Card and Direct Deposit Services to the benefit of both the state and its citizens.

Michael Casella (michael.casella@fiserv.com 201-214-2923) will be the main point of contact for any questions or follow-ups regarding this response.

Sincerely,



Whitney Bright
Senior Vice President, MetaBank, N.A.
605.362.5143 | wbright@metabank.com



Michael Casella
Sales Director
201-214-2923 | Michael.Casella@Fiserv.com

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Executive Summary

These are challenging times, with many citizens now forced to find new jobs amidst a healthcare and economic crisis. We believe it is even more important than ever to provide solutions to conveniently and securely help people to receive their unemployment benefits, provide enhanced features and assist them with financial coaching. We also believe that the MetaBank Team is ideally and uniquely positioned to be the best partner for the Agency's program.

Meta Financial Group, Inc. is the holding company for MetaBank. For 66 years, MetaBank has served our customers with an emphasis on prepaid card issuance and money movement. As a founding board member and officer of the Innovative Payments Association, formerly the Network Branded Prepaid Card Association, MetaBank is a premier leader in prepaid services.

MetaBank's Core Strengths

- *The nation's second largest prepaid issuer*
- *Unequaled regulatory experience*
- *Over 9,000 card programs launched*
- *Over 1 billion cards issued*
- *Over \$2.5 billion tax refund advance loans originated*
- *More than 9 billion transactions processed*
- *Over 230,000 ATMs sponsored*

Our processor, Fiserv – the largest issuer processor, independent network services provider and merchant acquirer in the world – is an unparalleled leader in the financial technology industry, processing 40 percent of all payment card transactions in the United States for more than 6 million merchants, 4,000 financial institutions and 250 government accounts. For more than

20 years, Fiserv's Money Network prepaid debit card program has empowered the banked, unbanked and underbanked with the tools they need to achieve their financial goals. Fiserv deposits approximately \$20 billion annually on Money Network cards, enabling over 600 million transactions. Its industry-leading systems provide processing stability, reliability and scalability to more than 3,000 clients and 3 million Money Network cardholders annually. In addition to Money Network, Fiserv brings MoneyPass – one of the largest surcharge-free networks in the nation – as a powerful tool allowing cardholders to save money at the ATM. With MoneyPass, cardholders can access over 33,000 surcharge-free ATMs at banks, credit unions, pharmacies, convenience stores, grocery stores, restaurants and wholesale clubs.

MetaBank instills a mission statement of financial inclusion for all by bringing together financial care, compassion and coaching as the result of a longstanding partnership with Operation

HOPE. Focused on financial dignity and inclusion, Operation HOPE offers a variety of self-service, one-on-one consultations, equipping cardholders with financial tools and education, coaching them through their personal aspirations and life's challenges, and helping to facilitate their journeys to financial independence. In fact, HOPE Inside is a program that coaches individuals on how to manage their finances. With over 160 locations nationwide, Operation HOPE reassures those in need that help is available, recognizing their specific profiles and needs.

These are very uncertain times. Many are in need of assistance to help pay for housing, utilities, groceries and other necessities. The MetaBank Team is comprised of experienced innovators in the public sector space who understand the needs of citizens, whether banked, underbanked or unbanked. In addition, offering substantive financial coaching through Operation HOPE can aid cardholders in a timely, meaningful way and can be very important during these tenuous times. We believe our Team will prove invaluable in helping the Agency provide for a superior EPC program. We have the expertise and resources to ensure a smooth transition and look forward to showing how our solution meets the needs and expands the future capabilities of the Agency's EPC program, to both the benefit of West Virginia and its citizens.

Money Network Response

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;

Cards are accepted anywhere Visa is accepted, including more than 67 million locations worldwide and more than 11 million locations in the United States.

3.1.1.2. The EPC must be accepted by any participating merchant that accepts VISA or Equal, MasterCard or Equal;

Cards are accepted anywhere Visa is accepted, including more than 67 million locations worldwide and more than 11 million locations in United States.

3.1.1.3. The EPC must allow for a PIN based and/or signature-based purchases;

Our solution allows for both PIN and signature-based Point-of-Sale (POS) transactions, including the ability to receive cash back at the POS with PIN debit purchases where available.

3.1.1.4. The EPC must perform through an operating ATM network and allow for withdrawal of cash through a normal ATM transaction;

The EPC allows for normal ATM transaction transactions to be conducted while obtaining cash. Our card solution allows for the withdrawal of cash through ATM Networks anywhere Visa is displayed. In addition, we offer access to in-network, surcharge-free ATM locations via the Allpoint and MoneyPass Networks. Although any ATM can be used to withdraw funds, out-of-network providers may impose an additional fee.

MoneyPass is one of the largest surcharge-free networks in the nation and a powerful addition from the MetaBank Team. We will be offering cardholders an additional 241 surcharge-free, in-network ATM locations in West Virginia and over 33,000 nationally at banks, credit unions, pharmacies, convenience stores, grocery stores, restaurants and wholesale clubs. Cardholders can locate MoneyPass ATM locations through the website or mobile app to be used with the EPC program.

Adding the MoneyPass Network and the Allpoint Network to this offering will result in one of the largest surcharge-free ATM network in West Virginia with over 460 ATMs throughout the state.

3.1.1.5. The EPC should be valid for a period of thirty-six (36) months;

The MetaBank Team will comply as required, allowing for 36 months of card validity.

3.1.1.6. The EPC must be reloadable, meaning the Agency through the vendor can transfer additional payments to the card.

The MetaBank Team fully supports reloadable cards based on Agency direction, as required.

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 \$1,698 per month.

Money Network cards can be loaded with the amounts and frequency as appropriate.

3.1.1.8. The EPC will not have a line of credit associated with it;

The MetaBank Team will comply as required. Lines of credit are not available with our Money Network prepaid card solution.

3.1.1.9. The EPC must support Point of Sale and cash back option (not limited by the Agency)

Our solution supports Point of Sale and cash back option.

3.1.1.10. The EPC must support on-line and phone purchase capabilities;

The Money Network solution supports online and phone purchase, typically referred to as card-not-present transactions.

3.1.1.11. The EPC must provide for Real Time Processing;

The MetaBank Team will comply as required. For funding accounts, our solution offers several methods: ACH, batch, API and online. All entries made directly on our platform are processed immediately and in real time (ACH funds are applied based on the post-date included in the NACHA file received). Card authorizations are also processed in real time with approvals being granted against available funds in the account.

3.1.1.12. The EPC must not require a bank account relationship or credit approval of the cardholder;

The Money Network solution fully complies with these requirements.

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 other government programs. This information will be required before issuance of contract award.

Money Network, our program manager, has a long history of successful performance providing card issuance, payment processing and innovative payment solutions to high-profile government and commercial clients, including more than 250 federal, state, local government and higher education agencies with complex, highly secure programs.

Significant clients and programs of ours include the U.S. Department of the Treasury’s U.S. Debit Card program — which supports over 80 individual federal engagements — the U.S. Department of Education’s Financial Student Aid program and Walmart’s prepaid payroll program for employees.

We offer the following references:

Table 1. Project References	
Project Name 1 – Walmart	
Reference Contact Information	Chet Putnam, Director, Walmart Global Treasury (479) 204-1131 chet.putnam@walmart.com
Letter of Reference	Please refer to Attachment A – Fiserv Reference Letter – Walmart.
Project Name 2 – Bloomberg Philanthropies	
Reference Contact Information	Dimity Palmer-Smith, Director of Strategic Partnerships (347) 714-0901 dpalmersmith@bloomberg.org
Letter of Reference	Please refer to Attachment B – Fiserv Reference Letter – Bloomberg Philanthropies.
Project Name 3 – P.F. Chang’s	
Reference Contact Information	Marcia Jarvis, Director of Benefits and HR Operations (602) 819-0917 Marcis.Jarvis@pfc.com
Letter of Reference	Please refer to Attachment C – Fiserv Reference Letter – P.F. Chang’s.

3.1.1.14. The successful vendor must provide 24 hours per day, 365 days per year; toll-free 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;

The MetaBank Team will fully comply with the requirements as stated, allowing cardholder access as stated via our Interactive Voice Response (IVR) system. Through our 24/7 toll-free IVR, cardholders can check their account balances, review their last six transactions, change their PINs, request new cards, file disputes, locate in-network ATMs, listen to FAQs and transfer

to customer service representatives to report lost or stolen cards and receive general assistance.

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 ATM's, and detailed contact information for their customer service. The web page should be accessible without cardholder having to create a login.

The MetaBank Team will fully comply with these requirements.

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.

The MetaBank Team will comply as required and tied to the website particulars noted 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.

In the event of error by either the Agency or ourselves, overnight delivery of a card can be requested and accommodated at no charge. Our processing time is in the mornings, so that requests are processed next business day and shipped out for overnight delivery. Without an overnight delivery request, card replacement takes approximately five days (includes USPS mailing). After receipt of the request to generate a new card, a file is processed, an account created and assigned a card number and the file is sent to card production. From there, cards are personalized, cardholder information is printed on carriers, and the materials are assembled in envelopes, sent to a zip sort facility and ultimately transported to the USPS.

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, located within the geographical boundaries of the United States with a live representative 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.

The MetaBank Team fully comply with these requirements.

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.

The MetaBank Team will comply with these service level requirements. For callers who choose not to wait, we offer enhanced customer service via a “virtual queue” in which the caller will be offered a call back to the number on file.

3.1.1.20. The successful vendor must provide, at a minimum, English and Spanish options for all automated inquiries;

The MetaBank Team is able to fully comply with this requirement. Additionally, nine other languages are supported 24/7 via live agents, and another 32 languages based on our interpreter associates. These additional languages included, but are not limited to, Arabic, Cantonese, Japanese, Polish, Vietnamese, Brazilian Portuguese, Farsi, Korean, Russian, Nepali, Burmese, French, Karen, Somali, Cambodian, Haitian Creole, Mandarin and Hindi.

3.1.1.21. The successful vendor must provide the Agency with a monthly report of any down time in their customer service support; this report will only be necessary when down time occurs;

The MetaBank Team is able to comply with this requirement.

3.1.1.22. The successful vendor must establish a unique ID number for each cardholder upon receipt of the Agency's daily enrollment data file;

The MetaBank Team is able to comply with this requirement and establish a unique account number for each cardholder.

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.

Upon receipt of the Agency's daily enrollment data file, the MetaBank Team will begin the process to produce new cards at no cost to the cardholder. The Agency has the option to choose rush shipping for the cardholders. When overnight shipping is elected, the cards are shipped out next business day from receipt of the enrollment file. Without requesting overnight shipping, the process takes approximately three to five days (includes USPS mailing). In all cases, the card is created and ready for shipment within 24 hours of the initial request. After receipt of the request to generate a new card, a file is processed, an account is created and assigned a card number, and the file is sent to card production. From there, cards are personalized, cardholder information is printed on carriers, and the materials are assembled in envelopes, sent to a zip sort facility and ultimately transported to the USPS.

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.

We can support funding from the Agency's multiple bank accounts. Below outlines our funding options. ACH funding is our most popular method, and additional options, including BatchLoader, Instant web and API, are outlined in Table 2. We will work with the Agency to determine which options best meet your needs.

Table 2. Agency Funding Options	
ACH Funding	<ul style="list-style-type: none"> • Funds travel through the Federal Reserve to MetaBank for deposit into Agency accounts • Mirrors the direct deposit process in place today • Follows traditional ACH guidelines and NACHA rules • If the effective date falls on a weekend or holiday, funds are posted the next business day • Applies to both load and reload actions
Optional Funding Options	
Instant/ Web Funding	<ul style="list-style-type: none"> • Can be used for off-cycle payments and immediate pay needs • The Agency will log onto the Card Management System website to instantly fund accounts • Individual and bulk funding options are available: <ul style="list-style-type: none"> – Individual is one transaction per entry. Funds are available immediate after the transaction is completed – Bulk allows agency to upload an Excel file to complete multiple funding transactions per file. – Funds are available in the cardholder's account on the effective/apply date provided, or the same day as file upload
BatchLoader Funding	<ul style="list-style-type: none"> • They Agency sends us a batch file (plain-text file) with cardholder name, account number, deposit amount and effective date • Funds are deposited into the cardholder's account based on provided information • Funding is available 24/7, including holidays and weekends and can occur as often as every 15 minutes • Funds are available in the cardholder's Agency account on the effective/apply date, or the same day as file upload • A BatchLoader return file and confirmation email consisting of all the records from the uploaded file, both accepted and rejected is sent to the Agency • BatchLoader can be used for standard and off-cycle payment to Agency accounts
API Funding	<ul style="list-style-type: none"> • Used to perform account funding in real time and funds individual accounts per call • Requires the initiating system to call the API and provide the required data elements • Can be restricted on the basis of location

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;

The MetaBank Team will fully comply as required. The process requires that the cardholder notify Money Network of the need for a new card, and the request can be fulfilled.

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);

The MetaBank Team is able to fully comply as required.

3.1.1.27. The successful vendor must provide monthly statements by US mail to cardholder, if cardholder requests paper statements; on- line statements are to be provided at no charge to the cardholder;

The MetaBank Team will fully comply as required. We support both electronic and paper statements. We will offer cardholders the option to view statements online or “opt in” for mailed paper statements. All transactional history is available both online and on our app at no charge for 24 months. Cardholders may request to receive paper statements on both the web and mobile app.

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;

Through our mobile app and online, cardholders can sign up to receive text alerts:

- **Mobile Application** – Cardholders can access information through the mobile app. Additionally, cardholders can sign up for account alerts, i.e., account deposits, ATM withdrawals, purchases greater than a cardholder-defined amount, and balances below a cardholder-defined amount.
- **Online** – We offer a full-featured website that allows cardholders to view program information and transactional history, transfer funds and find ATMs and check-cashing locations. Cardholders can sign up to receive balance updates via text message or email.

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/telephone updates), requiring no additional manual entry of data by the Agency after initial claim entry;

The MetaBank Team will fully comply with these requirements.

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;

The MetaBank Team will fully comply with these requirements. We will provide a daily return file, along with a confirmation e-mail to an address designated by the Agency after batch file receipt and processing.

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.

The MetaBank Team will fully comply with this requirement. We will provide a daily return file, along with a confirmation e-mail to an address designated by the Agency after batch file receipt and processing.

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 contract is awarded.

MetaBank will fully comply with these requirements. Please refer to Attachment D – FDIC Certificate.

3.1.1.33. The successful vendor must comply with all state and federal banking regulations and laws.

MetaBank will fully comply with all state and federal banking regulations and laws.

3.1.1.34. 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.

The MetaBank Team will adhere to all current and future federal regulations related to such programs. We shall not deny any claimant, whose information was transmitted accurately by the Agency, participation in the EPC program without sufficient cause. In instances where we determine sufficient cause to exclude any claimant, we will first consult with the agency before excluding a claimant or taking any other adverse action.

3.1.1.35. The successful vendor must not allow the cardholder to make deposits or add value to the card.

The MetaBank Team will fully comply with these requirements.

3.1.1.36. The successful vendor must not allow the cardholder to obtain checks or negotiate checks against the card.

The MetaBank Team will comply with the intent of this requirement to not allow the cardholder to obtain checks or negotiate checks against the card.

We understand cardholder checks are not allowed as part of the program. For future consideration, an optional Money Network Check component can significantly aid cardholders in their ability to access cash and pay for goods and services as needed. To be clear, Money Network Checks are not traditional personal checks. Instead, Money Network Checks are pre-

authorized good funds checks that ensure cardholders will never be able to overdraw their accounts. To use a Money Network Check, the account holder must call and get an authorization number to ensure funds are available and are set aside behind the scenes so it is impossible for an account to be overdrawn.

The check can be used as a payment method or it can be presented for cashing, at no cost, at Walmart where cash can be received over the counter. Instructions on the check allow the receiver of the check or check cashier to verify the good funds before depositing the check.

If the Agency determines that this feature is to be made available to cardholders, it can be enabled. Our experience has shown this to be a significant value-add to those who are typically considered under or unbanked as it provides for much greater spending and cash access flexibility. In addition, should a card be lost or stolen, checks remain a viable alternative while awaiting a new card.

3.1.1.37. 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.

The MetaBank Team will work with the agency to mutually approve card design and graphics, as well as all instructional materials for your EPC program.

3.1.1.38. 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 instructions for selecting a PIN, usage of the card (every day 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.

The MetaBank Team is able to comply with these requirements. Cardholders will be able to obtain their information from the welcome kit as well as through the program website, as referenced in our response to 3.1.1.15 and 3.1.1.16. These sources also serve to provide useful FAQs and cardholder tips.

Samples of cardholder collateral can be found in Attachment E – Sample Welcome Packet, cardholders will receive a welcome letter (carrier with card attached), and required disclosures (Cardholder Agreement with transaction limits and Issuing Bank Privacy Policy).

3.1.1.39 The successful vendor must provide the Agency with 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;

The MetaBank Team is able to comply. Through our Web portal Card Management System (CMS), the Agency can access a wide variety of reports and fields from which to select. We would like to clarify requirements around Primary/Alternative Codes, POS Terminal Error Codes and Client (Customer) Search Codes to ensure complete understanding of needs. But, based on 480+ transaction codes and work with our existing clients, we believe all codes and associated needs can be accounted for, as required.

A copy of the CMS Reporting Application User Guide and transaction codes will be provided with a signed NDA upon award.

3.1.1.40. The successful vendor must mail the EPC card and all correspondence to the cardholder in envelopes that indicate the mailing is coming from the Agency rather than the financial institution, to avoid inadvertent disposal of mailings due to the assumption of the mail being "junk" mail or solicitations.

The MetaBank Team will work with the Agency to fully comply with these requirements.

3.1.1.41. The successful vendor must obtain the approval of the Agency at least thirty (30) days in advance of any changes in policy affecting cardholders.

The MetaBank Team is able to comply as required.

3.1.1.42. 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.

The MetaBank Team will fully comply as required.

3.1.1.43. The successful vendor must notify the cardholders with a minimum of thirty (30) days advance of any changes in policy that affect them.

The MetaBank Team will fully comply as required.

3.1.1.44. 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.

The MetaBank Team will fully comply as required.

3.1.1.45. The successful vendor must notify the Agency if a card is never activated after twelve (12) months yet was funded during the twelve (12) months and not funded during the previous six (6) months.

The MetaBank Team will fully comply as required.

3.1.1.46. The successful vendor must return funds to the Agency from all inactivated funded cards, using the Balance Return Report.

The MetaBank Team will fully comply as required.

3.1.1.47. The successful vendor must notify the Agency when returned funds are returned provisionally (pending full availability of funds);

We can provide aggregate reporting but require additional clarification regarding 3.1.1.47.

3.1.1.48. 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;

The MetaBank Team will fully comply with these requirements.

3.1.1.49 The successful vendor must require cardholder to establish a four (4) digit PIN during the debit card activation process.

Cardholders are directed to establish a PIN via instructions on a sticker affixed to their Money Network cards. Cardholders can activate their cards via a toll-free number (Integrated Voice Response) or through the Money Network mobile app. Using the card number and the last six digits of his/her SSN or the last four digits of his/her SSN combined with his/her date of birth, a cardholder can activate his/her card and select an initial, four-digit personalized PIN. Once the PIN is set, the card will be active.

3.1.1.50. The successful vendor must allow the cardholder to choose and change the PIN.

Via our toll-free IVR and Mobile App, cardholders can set their initial PINs and change their PINs at any time.

3.1.1.51. The successful vendor must provide the Agency with the methodology used to ensure cardholder's account is secure regarding Personal Identifiable Information (PII) and allow Agency to approve security measures prior to implementation.

We process and store data in a production environment that is in a segmented network that meets, at a minimum, the NIST 800-53 r4 moderate baseline requirements and PCI/DSS requirements. Our methodology can be shared during an on-site meeting at a Fiserv location.

3.1.1.52. 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.

The MetaBank Team will comply as required. We have secure authentication methods that we can share with the Agency upon award.

3.1.1.53. The successful vendor must deny/disallow any and all transactions that cause the cardholder to exceed the stored amount available on the card.

On a regular basis all transactions are authorized as long as there is a balance on the account, which keeps the account from spending more than was funded. If a Money Network account reaches a negative balance (for example, through a force post transaction), the account will remain open and the negative balance condition will be resolved upon the next funding. An example of this is when an authorization is processed at a restaurant and the tip is added to the transaction after the authorization has been granted. The merchant processes the combined amount as what we call force post transaction. It usually unwinds itself with the next funding period.

If an account remains negative with no further funding, our negative balance process will handle the write-off of those funds and the closure of the account.

3.1.1.54. 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.

The MetaBank Team will comply as required.

3.1.1.55. The successful vendor must allow the cardholder unlimited balance inquiries per month within the vendor's ATM network at no cost.

The MetaBank Team will comply as required. There are no fees for in-network balance inquiries.

3.1.1.56. The successful vendor must allow for withdrawals at a VISA or Equal or MasterCard or Equal network teller window at no cost.

Cardholders have the ability to go to any Visa-sponsored bank, which includes thousands of locations in the United States, to do an over-the-counter teller withdrawal as a cash advance on the Visa platform for free.

3.1.1.57. 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.

The MetaBank Team will comply as required.

3.1.1.58. 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.

The MetaBank Team will comply as required.

3.1.1.59. 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.

The MetaBank Team will comply as required.

3.1.1.60. 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.

The MetaBank Team will comply and provide one free new card issuance per cardholder per year to replace lost or stolen cards. Upon notification of the need to generate a new card, the MetaBank Team will begin the process to produce the card. The card is created and ready for shipment within 24 hours of the initial request. Unless overnight delivery is requested, the process for mailing takes approximately three to five days (includes USPS mailing). After receipt of the request to generate a new card, a file is processed, an account created and assigned a card number, and the file is sent to card production. From there, cards are personalized, cardholder information is printed on carriers, and the materials are assembled in envelopes, sent to a zip sort facility and ultimately transported to the USPS.

3.1.1.61. The successful vendor must allow no limits on ATM withdrawals per cardholder per month from the vendor 's ATM network at no cost.

The MetaBank Team is able to comply as required. There are no costs or monthly limitations on a cardholder's ability to withdraw funds at in-network ATMs. However, it should be noted that some daily withdrawal limits may apply based on ATM provider settings.

3.1.1.62. The successful vendor must not allow cardholder information to be used for commercial solicitation purposes.

The MetaBank Team will comply accordingly. We do not allow cardholder information to be used for commercial solicitation purposes.

3.1.1.63 The successful vendor must have systems disaster support available to your stored value card services which include:

a. Backup and recovery capabilities;

The MetaBank Team supports redundant network paths for load balancing and hot fail over. In case one path fails, this configuration allows the systems to continue

processing. Authorization systems include hot backup to allow instantaneous recovery into separate physical locations. Authorizations are processed simultaneously at the primary and disaster recovery locations. In the event of the loss of either authentication site, processing is transferred to the fail over site. Distributed systems are backed, based on application requirements via virtual tape to the alternate site. The application's specific Recovery Time Objective (RTO), established in the Business Impact Analysis, also determines which backup strategy is employed. Electronic backups are written to the backup facility throughout the day. Procedures to perform backups are part of the normal procedures for the responsible areas. Restore procedures are part of the recovery plan and are included in the annual disaster recovery exercises.

Our enterprise business continuity group manages and is responsible for the execution of the business continuity program. The program includes disaster recovery and business resumption, as well as incident management and crisis management initiatives. In accordance with the Enterprise Business Continuity Policy, business resumption plans are in place for each business area, and disaster recovery plans are in place for all applications. Plans are proprietary and documented, and procedures are tested every calendar year. To support its business resumption efforts, we have a dedicated group of business continuity professionals who are responsible for maintaining the program.

Our disaster recovery program and business resilience program enable us to recover our business processes and the supporting technology in a timely manner after a disaster occurs, and provide continued services to our customers and clients by following pre-defined management-approved policies, strategies and procedures. The program allows for the restoration of both technology and business process capabilities within pre-determined time frames.

The business resumption program continues the provisioning of services in the event of a business interruption. The program's all-hazard approach takes into account the potential for natural disasters, accidents, software and hardware failure, utility outages, social and political instability and public health emergencies.

b. Security and emergency arrangements.

All services included in our response, in addition to our in-house call centers, are subject to the established information security and privacy policies of the MetaBank Team. When appropriate, the Cyber and Fraud Teams engage law enforcement for case referrals. In addition, MetaBank has been a member of the IRS Security Summit since 2015. The Security Summit was created to establish a collaboration of effort between the IRS, state revenue departments and the tax industry to combat stolen identity refund fraud. Industry participants include financial institutions, software companies, processing companies and major retail and online tax preparation companies. The collaboration has achieved notable results in decreasing losses from stolen identity refund fraud. One of the major initiatives for the Financial Services Working Group has been the expansion of the R-17 return code to state returns. Another major initiative is the creation of the

Identity Sharing and Analysis Center (ISAC) to provide a secure forum for industry and the states to share information on fraud issues and trends. MetaBank's Head of Government Relations, John Hagy, was personally involved in that initiative, serving as a member of the Board of Directors for two years. In addition, MetaBank currently works with IRS-Criminal Investigations on fraud issues, and last summer, we presented at one their conferences at the Federal Law Enforcement Training Center.

Risk Mitigation – Risks are addressed and identified in the business continuity plan. Our insurance provider performs a risk assessment on our critical facilities and workplace. The technology assessment is conducted in conjunction with disaster recovery testing, change management and capacity planning. Vendor management conducts assessments for external dependencies.

Our established risk management methodology defines a systematic approach to identifying, quantifying, prioritizing and avoiding or mitigating risks. Risks and mitigation actions are documented in an electronic risk register. Each risk is assigned and tracked through closure. The Agency's Electronic Payment Card Services program and associated risks and mitigation activities will be discussed during monthly reviews.

Contingency Plans – The MetaBank Team's Personnel and Infrastructure Capabilities are supported by our business continuity planning in both work areas and data center recovery.

Our platform operates in two data centers with active data replication. The platform is load-balanced at multiple layers with active failover capability between data centers, and authorization systems are load-balanced across data centers to provide additional redundancy, while each layer of the platform has redundancy built in to handle failure of an individual component. Additionally, the platform is monitored 24/7 by the Enterprise Command Center, which has the ability and authority to move processing in case of emergencies. The failover process is scripted, semi-automated and is tested monthly and during patching or code deployment.

Some work area recoveries and departments such as call centers have site redundancy, while other high-priority departments recover within 24 hours to other designated locations. These plans are proprietary and documented, and procedures are tested every calendar year.

To support our business resumption efforts, we have a dedicated team responsible for maintaining the program, which handles business resiliency and disaster recovery planning.

3.1.1.64. The successful vendor must not charge any fees whatsoever to the Agency.

The MetaBank Team will comply as required.

3.1.1.65. The successful vendor must not charge the cardholder any fees whatsoever, other than those expressly provided for in this Solicitation.

The MetaBank Team will comply as required.

3.1.1.66. The successful vendor must credit the cardholder's card within seven (7) calendar days upon the discovery of any fees contradictory to those provided for in this Solicitation.

The MetaBank is able to comply as required.

3.1.1.67. 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.

The MetaBank Team will comply as required.

3.1.1.68 The successful vendor must provide the Agency with the following reports:

3.1.1.68.1. 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.

The MetaBank Team will comply as required.

3.1.1.68.2. 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 MetaBank Team will comply as required.

3.1.1.68.3. Monthly Account Statement that lists all debits and credits to the account during the month.

The MetaBank Team will comply as required.

3.1.1.68.4. 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.

The MetaBank Team will comply as required.

3.1.1.68.5. 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 to 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 our outside accounting firms for the Single Audit and Financial Statements.

The MetaBank Team is able to comply as required upon signed NDA with West Virginia. Additionally, and applicable for open loop programs such as those provided by Money Network,

we can also supply the SOC 1, as well as other external audits and reviews performed annually.

3.1.1.69. 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, Internet Explorer 11, Microsoft Edge and newer, and Google Chrome version 74.0.3729.131 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.

The MetaBank Team is able to fully comply as required. The Team supports the following minimum versions of browsers: Internet Explorer 11 on Windows 10, Firefox 27, Google Chrome 49 and Microsoft Edge 12 on Windows 10.

3.1.1.70 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

The MetaBank Team is able to comply. Through our Web portal Card Management System (CMS), the Agency can access an extensive and wide variety of reports. The reporting suite offers the flexibility to create reports that include account closure, aged inactive card, card activation summary, account balance detail and extract-level reports. Many reports may be produced ad hoc based on selectable criteria for specific report needs – date ranges, account status, account balance and account activity. Reports may be generated for one or more programs or all programs within an organization.

We would like to clarify a couple of the reports tied to this requirement. For example, we would like to fully understand the deposit reversal report and what is needed. Based on our work with existing clients, we are confident CMS has the flexibility to provide the detailed views needed through our vast array of reports. Customer service reports, such as the customer service representative call type report, will be provided outside of CMS.

Reports are produced in Microsoft Excel format. CMS offers:

- Multi-module application providing access to all card and account data
- Single sign-on through CMS allowing access to all modules

- Fully PCI-compliant platform for access to all card and cardholder data
- A user ID that can be associated with one program or all programs under an ORG level
- Role-based access that allows for specific functional level capabilities (view, edit, funding)
- BULK, reporting suite, account services and user admin features

A copy of the CMS Reporting Application User Guide can be provided with a signed NDA upon award, allowing for full access to over 480 transaction codes and extensive array of report types.

3.1.1.71. The successful vendor must provide agency a Web Portal to view cardholder information including unique ID number assigned, last four digits of card number; cardholder's address and date of birth; date and amount of last payment 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, de-activated, etc.);

The MetaBank Team will comply as required.

3.1.1.72. 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.

Through our Web portal Card Management System (CMS), the Agency can access an extensive and wide variety of reports. The reporting suite offers the flexibility to create reports, many of which can be produced ad hoc based on selectable criteria for specific report needs. Reports may be generated for one or more programs or all programs within an organization.

As was noted in 3.1.1.70, we would like to clarify some of the reporting needs tied to this requirement. But, based on our work with existing clients, we are confident CMS has the flexibility to provide the reports needed by the Agency.

A copy of the CMS Reporting Application User Guide can be provided with a signed NDA upon award, allowing for full access to all 480+ transaction codes and extensive array of report types.

3.1.1.73. Agency will allow 90 days to obtain in-network ATM's 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.

The MetaBank Team will comply as required.

3.1.1.74. 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.

The MetaBank Team will comply as required.

3.1.1.75. Vendor must respond to all Agency requests for information within two (2) business days of the request being made to the vendor.

The MetaBank Team will comply as required.

3.1.1.76. Vendor must implement Electronic Payment Card and Direct Deposit services and go-live within seven (7) months after contract is awarded.

The MetaBank Team will comply as required and ensure a go-live based on the noted parameters. Our team is committed to dedicating the necessary resources to ensure a successful implementation.

We will establish a program relationship team that is organized to provide support throughout all phases of the project, including transition, operations and ongoing innovation.

Some of the key project management controls to be used by our team include the following:

- Structured project management methodology based on the Project Management Body of Knowledge
- Detailed project work plan
- Risk and issues log
- SharePoint document management system
- Weekly status calls with the Agency
- Monthly program reviews with the Agency
- Monthly tracking of program performance
- Monthly reporting of key program statistics

3.1.1.77. Vendor will actively assist and cooperate with the agency as well as provide information and documentation needed to investigate and reduce fraud

The MetaBank Team will comply as required.

Given the breadth of our card portfolio, which includes a substantial number of credit, debit and prepaid cards, we have a dedicated Cyber, Fraud and Risk Team that consists of a number of specialized units that focus on a variety of fraud concerns that we typically spot very early on:

- Ongoing mitigation efforts, including the prevention/identification of current or future fraud patterns, the protection of sensitive card-holder data and issue resolution with both the cardholder and the servicing business units
- The fraud activity is monitored by industry leading card fraud and cyber teams – the fraud activity/monitoring includes, but is not limited to third party card activity, first party fraud activity, ACH transfers, account takeover activity, merchant compromises, card testing and law enforcement intelligence
- Suspicious card testing activity is monitored and the identified cards considered at risk are sent to the business for immediate action
- Suspicious account call-in numbers (ANIs) are identified, captured and alerted for any future account activity
- A dedicated cyber analysis team monitors known criminal web/carding shops for compromised merchant(s) and compromised card activity

Finally, when appropriate, the Cyber and Fraud Teams engage law enforcement for case referrals.

In addition, MetaBank has been a member of the IRS Security Summit since 2015. The Security Summit was created to establish a collaboration of effort between the IRS, state revenue departments and the tax industry to combat stolen identity refund fraud. Industry participants include financial institutions, software companies, processing companies and major retail and online tax preparation companies.

The collaboration has achieved notable results in decreasing losses from stolen identity refund fraud. One of the major initiatives for the Financial Services Working Group has been the expansion of the R-17 return code to state returns. Another major initiative is the creation of the Identity Sharing and Analysis Center (ISAC) to provide a secure forum for industry and the states to share information on fraud issues and trends. MetaBank's Head of Government Relations, John Hagy, was personally involved in that initiative, serving as a member of the Board of Directors for two years. In addition, MetaBank currently works with IRS-Criminal Investigations on fraud issues, and last summer, we presented at one their conferences at the Federal Law Enforcement Training Center.

3.1.1.78 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.

The MetaBank Team is able to comply as required.

Upon award, you will be assigned an account executive who will schedule in-person meetings at least once every six months. To ensure complete satisfaction, your account manager conducts regularly scheduled meetings as mutually agreed upon by the Agency and Money Network. Topics of discussion include, but are not limited to status updates, risks, issues, action items, performance measures, SLAs, processing statistics, solution enhancements, regulatory updates and other key industry data. Quality of our service is always our top priority.

Attachments

Attachment A – Fiserv Reference Letter – Walmart

Attachment B – Fiserv Reference Letter – Bloomberg Philanthropies

Attachment C – Fiserv Reference Letter – P.F. Changs

Attachment D – MetaBank FDIC Certificate

Attachment E – Sample Welcome Packet

Attachment F – MetaBank and Money Network Legal Exceptions

CRFQ_0323_WWV200000015 Signed Forms

1. EPC and DDS Solicitation – 14 – Financial – Page 1
2. EPC and DDS Solicitation – Designated Contact – Page 22
3. Addendum Acknowledgement Form – Page 23
4. Addendums 1 – 4 – Acknowledged and Signed
5. EPC and DDS Solicitation – 8 Miscellaneous – Contract Manager – Page 38
6. EPC and DDS Solicitation – State of West Virginia Purchasing Division Purchasing Affidavit – Page 42
7. EPC and DDS Solicitation – West Virginia Ethic Commission – Disclosure of Interested Parties to Contracts – Page 44

Exhibit A - Pricing Pages EPCS

May 15, 2020

Chet Putnam
Director, Walmart Global Treasury
Walmart
702 Southwest 8th Street
Bentonville, AR 72716-0565

Money Network has been our prepaid payroll card program for over 10 years. Money Network has provided:

- An award winning and industry leading program for multiple years.
- A Responsive Partnership – when I have a need, my client success executive has been supportive in listening and assisting.
- Cardholder Experience – Cardholders enjoy both physical and digital points of access to their funds and flexible access to their accounts.
- Cardholder Support – Our cardholders receive the support that they need when they have questions on their account.

Money Network has been responsive to the needs we have brought to their attention and we rarely hear of any concerns from the cardholders.

Sincerely,

Chet Putnam

Chet Putnam
Director, Walmart Global Treasury
(479) 204 - 1131
chet.putnam@walmart.com

May 11, 2020

Dimity Palmer-Smith
Director of Strategic Partnerships, CollegePoint
Bloomberg Philanthropies
25 East 78th Street
New York, NY 10075

To Whom It May Concern:

Please consider this letter as affirmation of our standing partnership with Fiserv. Our organization has been using open loop award provided by Fiserv to distribute to students who earn financial incentives this spring.

Fiserv uniquely provides the following strengths:

- A multi-person client-facing team to support different stages of implementation
- A user-friendly platform with readily available technical support
- Multiple program options to distribute services to our stakeholders

Fiserv has been a trusted partner of Bloomberg Philanthropies and their services have met our expectations.

Sincerely,



Dimity Palmer-Smith
Director of Strategic Partnerships, [CollegePoint](#)
dpalmersmith@bloomberg.org

May 13, 2020

Marcia Jarvis
Director of Benefits and HR Operations
P.F. Chang's Global Support Center
8377 E. Hartford Dr. 2nd Floor
Scottsdale, AZ 85255

Money Network has been our selected provider for prepaid cards for our employees. Money Network has provided:

- Urgent and Responsive Partnership – when I have a need, my client success executive has been supportive in listening and assisting.
- Cardholder Experience – Cardholders enjoy unlimited free points of access to their funds and flexible access to their funds.
- Cardholder Support – Our cardholders receive the support that they need when they have questions on their account.

We greatly appreciate having a partner provider in Money Network that takes care of us and our cardholders!

Sincerely,

Marcia Jarvis

Marcia Jarvis
Director of Benefits and HR Operations
(602) 819 - 0917
Marcis.Jarvis@pfc.com

FEDERAL DEPOSIT INSURANCE CORPORATION
WASHINGTON, D. C.

Hereby certifies that the deposits of each depositor in



are insured to the maximum amount provided by the
Federal Deposit Insurance Act



No: 30776

In testimony whereof, witness my signature and the seal of the
Corporation this 10TH day of OCTOBER, 2015

Attest: Robert L. Feldman
EXECUTIVE SECRETARY

Martin J. Gruenberg
CHAIRMAN OF THE BOARD OF DIRECTORS

Enjoy Your Money Network® Service.

With the Money Network® Service (“Service”), your pay will be deposited into your Account (“Account”) every payday so you have immediate access to your money using either your enclosed Money Network® Visa® Paycard (“Paycard”) or Money Network™ Checks (“Check”), or both.

To start receiving your pay through this Service, simply:

- **Consent.** Read the *Consent to Agreement and Electronic Signature*, and the enclosed Terms and Conditions.
- **Activate.** Follow the instructions on the activation sticker attached to your Paycard. You will need to set your PIN to make PIN-debit purchases, ATM withdrawals, and to access your Account. To learn more, read the Quick Start Guide.

Consent to Agreement and Electronic Signature.

I acknowledge that I have read the enclosed *Money Network® Service Terms and Conditions* (“**Terms and Conditions**”), including the **Electronic Fund Transfers, Funds Availability and Truth-in-Savings** disclosures therein, and the Fee Schedule and Transaction Limit Schedule relating to the Account and Service and agree to be bound by them.

I understand that retaining, activating or using the Paycard or Checks constitutes my electronic signature indicating such consent and acceptance to the Terms and Conditions.

I acknowledge that any term of the Terms and Conditions, the Fee Schedule and the Transaction Limit Schedule, may change at any time (and I will be provided with notice of such change if required by law), and that my retention or my use of the Paycard or Checks after the effective date of any such change will constitute acceptance of the new terms or fees.

Using Money Network Checks.

Using your Paycard to access funds is not required. If you do not wish to use the Paycard, you can use the enclosed Checks to access funds in your Account. Write yourself a Check and cash it for free at select locations to get up to 100% of your wages without charge.

For Customer Service, call:
1-888-913-0900

Visit us online at:
www.moneynetwork.com



FOOD



GAS



RENT



BILLS ONLINE



ATM



SHOPPING

ONCE YOU ACTIVATE:

1. Read the enclosed Quick Start Guide.
2. Visit www.moneynetwork.com
3. Sign up for email or text* balance updates.

* Your cellular phone carrier may charge you receiving text messages.



4000 1234 5678 9010

4000

VALID
THRU 09/12

DEBIT

VALUED CARDHOLDER





Welcome!

Your pay will be deposited into your Account ("Account") every payday so you have immediate access to your money using your Money Network® Paycard and Money Network™ Checks.

The Money Network® Service is quite versatile and can be used:

- As your primary money management tool.
- As a way to manage specific expenses or finances separately from your checking or savings account.
- Even if you move or change jobs.

CUSTOMER SERVICE
1.888.913.0900

WEBSITE
www.moneynetwork.com

Money Network® Service Quick Start Guide

www.moneynetwork.com

FREQUENTLY ASKED QUESTIONS.

- Q. Do I get a new Paycard every payday?**
A. No, your pay is deposited into your Account every payday. Use your existing Paycard to access the money in your Account at any time.
- Q. What if I don't spend all the money in my Account?**
A. That is your money and it will remain in your Account until you spend it or incur a fee.
- Q. Do I have to pay a sign-up fee to get a Paycard?**
A. No. It is a free* benefit offered by your employer.
- Q. Is there a monthly fee for the Paycard?**
A. No, not as long as you remain with the employer who provided your Paycard. If you leave your employer and continue to add funds to your Account, the monthly account maintenance fee will be waived each month when funds are posted to your Account in the 30 days prior to the end of your transaction period.
- Q. What can I do to avoid paying fees to access my funds?**
A. Use any of the free* services and transactions listed on your Fee and Transaction Limit Schedule.
- Q. Does my employer know where I spend my money?**
A. No. Your employer cannot access any of your Account information including purchases and other transactions.
- Q. What happens if I stop working here?**
A. You can continue to use your Paycard to access and load funds into your Account without interruption, even if you move or change jobs. See your Fee Schedule as a monthly maintenance fee may apply (this fee is waived each month when funds are posted to your Account in the 30 days prior to the end of your transaction period).
- Q. What should I do if my Account is suspended?**
A. If your Account is suspended, you should call Customer Service at 1.888.913.0900 to get access to your funds and determine how to resolve the suspension.

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GET CASH BACK WITH PURCHASES.

Avoid an extra trip to the ATM — get cash back with PIN debit purchases at participating merchant locations.

NOTE: Certain fees and transaction limits may apply for PIN debit transactions. See the Fee and Transaction Limit Schedule for more information.



GET CASH AT AN ATM.

Swipe or insert your Card:

- Enter your PIN.
- Select WITHDRAWAL from CHECKING.
- Enter the dollar amount you want to withdraw.
- Take your cash and your receipt.



Helpful tip: Use In-Network ATMs. Avoid additional withdrawal and ATM owner/operator surcharge fees by using Allpoint® Network ATMs. Use the Locator on www.moneynetwork.com to find one near you. See Fee and Transaction Limit and Schedule.



USE A MONEY NETWORK™ CHECK.

These free* Checks can be used to pay bills. You can also write yourself a Check each payday (or at any other time) and cash it for free at participating locations to access up to 100% of your wages or funds available at no charge.

- You must activate a Check in order to use it. Detailed instructions are included with the Checks.
- Call Customer Service to request more Checks for free.
- Find Check cashing locations near you by using the Locator tool online or by calling Customer Service.



PAY BILLS ONLINE WITH YOUR CARD.

Visit www.moneynetwork.com to learn more about the Money Network® Bill Pay Service powered by TIO® Networks.



MANAGE YOUR ACCOUNT.

Access your Account information online at www.moneynetwork.com or by calling Customer Service at 1.888.913.0900.

You Can	Online	Over The Phone
Sign up to receive my Account balance via email or text message**	✓	✓
Access my Account balance and transaction activity	✓	✓
Change my PIN	✓	
Request a paper statement*	✓	✓
Transfer funds to a personal bank account	✓	✓
Transfer funds from a personal bank account.	✓	
Top up a prepaid mobile phone	✓	
Pay bills online	✓	
Download a direct deposit enrollment form	✓	
Find an Allpoint Network ATM	✓	✓
Transfer funds outside of the United States	✓	
Find a reload agent to add cash to my Account**	✓	
Find a Money Network Check cashing location	✓	✓
Request a Secondary Card for a family member or dependent*	✓	✓

* Other fees may apply. See fee schedule.

** Your cellular phone carrier may charge you for receiving text messages.

GET STARTED:



KEEP YOUR ACCOUNT SECURE.

Your PIN keeps your Account and the money in it secure. You should not give your PIN to anyone for any reason. If you can't remember your PIN, call Customer Service to create a new one.



KEEP TRACK OF YOUR ACCOUNT BALANCE.

- Via text message** or email. Visit us online or call Customer Service to sign up for text message or email balance updates.
- Online. Log in at www.moneynetwork.com.
- By phone. Call 1.888.913.0900 to listen to your balance.

**Your cellular phone carrier may charge you for receiving text messages.



MAKE A PURCHASE AT A STORE.

Once your purchase has been rung up:

- Swipe or present your Card.
- Follow the prompts on the screen.
- Enter your 4-digit PIN or sign for the transaction.

Helpful tip: Process may vary by merchant. Certain fees and transaction limits may apply for PIN debit transactions. Signature debit transactions are free. See the Fee and Transaction Schedule for more information.



MAKE A PURCHASE AT A GAS STATION.

Give your Card to the attendant to pre-pay for gas and avoid a pre-authorization. As with most debit cards, if you pay at the pump, merchants will pre-authorize your purchase and "hold" a set dollar amount on your Account that is higher than the actual purchase amount. The balance is released once the payment is processed, which can take up to three days.



RELOAD YOUR ACCOUNT.

Add other funds to your Account in the following ways:

- 1. Use Direct Deposit (free).** Pay from other employers, your tax refund, child support and government benefits can be deposited directly into your Account. Go online or call Customer Service to learn more.
- 2. Add cash through participating reload providers.** To find a location near you, use the Locator at www.moneynetwork.com or call Customer Service.
- 3. Transfer funds electronically.** Money can be sent from a personal bank account to your Money Network Account. Visit www.moneynetwork.com to learn more.

NOTE: Reload fees and limits may vary by reload provider. See Fee Schedule, Transaction Limit Schedule and Terms and Conditions for more information.

Visit www.moneynetwork.com or a merchant near you that offers one of these reload options:



REQUEST A SECONDARY CARD.

Visit www.moneynetwork.com or call Customer Service to request or fund a Secondary Card for a family member, dependent or care giver. It's easy:

- You decide when and how much money you want to add to the Secondary Card.
- The Secondary Card user can use the Card to shop, pay bills, get cash back and withdraw cash from ATMs.
- Once the Secondary Account reaches a zero balance, the user must wait for you to add more funds.



TRANSFER FUNDS TO A PERSONAL BANK ACCOUNT.

Visit us online at www.moneynetwork.com to learn how you can transfer funds from your Money Network Account to a personal bank account.

NOTE: Fees may apply. See Fee and Transaction Limit Schedule. Transfers initiated on a banking business day prior to 5:00 PM CT will be available at the designated bank account on the next business day. Transfers completed after 5:00 PM CT or on weekends and holidays will be available at the designated bank account on the second business day.



REPORT A LOST OR STOLEN CARD OR CHECK.

Call Customer Service immediately to report your loss.

- 1. Lost or stolen Card.** We will send you a replacement Card. You can use your Money Network™ Checks to access your money until your new Card arrives. Your balance will be sent automatically from your lost or stolen Card to your new Card when you activate it.
- 2. Lost or stolen Money Network Check.** A Customer Service Representative will research the Check's status to confirm that it has not been cashed. If the Check has not been cashed, the funds will be re-deposited to your Account. Allow up to 30 days to restore the Check amount to your Account.

NOTE: Fees may apply for the replacement of a lost or stolen Card. and Transaction Limit.

For more information on using your Card and Checks, visit www.moneynetwork.com or call Customer Service.

participants in the Services at Bank and into which your salary or other compensation payments are deposited by Employer, and is insured by the Federal Deposit Insurance Corporation (“**FDIC**”) up to the limits permitted by law. Pursuant to an agreement with Program Manager, your Employer disclaims any rights to any interest in any of the funds in your Account, and acknowledges and agrees that the funds in your Account do not constitute property of Employer, but instead constitute property of the participating employee on whose behalf the funds are held. You will not earn interest on your Account. You authorize disbursement of funds from your Account for the transactions, fees and charges under this Agreement. You acknowledge and agree that your Account will be converted to a general purpose stored value card account under certain circumstances as further described in Section 20 of this Agreement, including if your Employer informs us that your employment has been terminated.

3. USE OF MONEY NETWORK CHECKS.

An initial stock of Money Network Checks is provided when you activate the Services. In addition to using your Card, you may choose to receive your pay each or any pay period by completing a Money Network Check and contacting Customer Service and using the Interactive Voice Response Unit (“**IVRU**”), an automated phone system. The IVRU process requires you to enter the number on your Card in order to access your funds with a Money Network Check. You acknowledge that if you choose not to use the Card, you will need to keep your Card number in order to use the Money Network Checks. The amount of the Money Network Check you authorize using the IVRU will be electronically debited against your Account immediately. Please note that once you complete a Money Network Check with a transaction number, that Money Network Check is valid for the amount authorized and could be cashed or negotiated by anyone who has possession of the Money Network Check. You should carefully safeguard any Money Network Check for which you have received a transaction number. To learn how to cancel a Money Network Check after it has been authorized and receive credit to your Account, please refer to the Money Network Check instructions that accompanied your Card. If an authorized Money Network Check is not cashed or deposited within 180 days, the Money Network Check will be canceled and the funds credited to your Account. To order additional Money Network Checks, please contact Customer Service.

4. FEES.

You authorize us to deduct the fees, as set forth in the Fee Schedule, directly from your Account as accrued. We reserve the right to, from time to time, revise the Fee Schedule and will notify you accordingly. You acknowledge that by maintaining an Account and/or continuing to use the Card and/or the Services, you agree to any such revisions to the fees. You will pay any additional reasonable charges for services you request which are not covered by this document.

5. OWNERSHIP AND USE OF THE CARD AND MONEY NETWORK CHECKS; RESPONSIBILITY.

Your Card and the Money Network Checks are and will remain our property. However, you will be solely and completely responsible for the possession, use and control of your Card and the Money Network Checks that have been provided to you. You agree to safeguard your Card number and Personal Identification Number (“**PIN**”) and to keep any record of the PIN separate from your Card number. If you forget your PIN, you may obtain access to the PIN by calling Customer Service and speaking to a customer service agent. You must surrender or destroy the Card and/or any Money Network Checks immediately upon our request. You agree that you will not use your Card or Money Network Checks for fraud, gambling or other illegal purposes.

You agree that you are financially responsible for all uses of your Card and the Money Network Checks provided to you and for the disbursement requests or information provided to you, our representatives, agents or employees, by you or others permitted to use either your passwords or other personal identifying names or other information, whether by Web Site data entry, ATM use or otherwise, except as otherwise provided in [Section 25](#) (“Electronic Fund Transfers Disclosures – Your Rights and Responsibilities; Liability for Unauthorized Transfers”). You also agree to be individually liable for any shortage resulting from charges or overdrafts that are caused by your furnishing another person either your passwords or other personal identifying names or other information. This liability is due immediately, and can be deducted directly from your Account whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you authorized the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys’ fees.

6. APPLICABLE LAW.

This Agreement is governed by the law of the State of South Dakota except to the extent governed by federal law, irrespective of the choice-of-law provisions of any state. Nevertheless, if we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

7. CHANGE IN YOUR ADDRESS.

You must write to Customer Service when you change your address. You agree that any communication sent to you at your last address on record with us will be deemed to have been received by you.

8. ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY.

(a) YOU SHOULD READ THIS ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY (“ARBITRATION PROVISION”) CAREFULLY. YOU AND WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO LITIGATE ANY CLAIM IN COURT OR HAVE A JURY TRIAL ON ANY CLAIM OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE PROCEDURES OF THE NATIONAL ARBITRATION FORUM (“NAF”), JUDICIAL ARBITRATION AND MEDIATION SERVICES (“JAMS”) OR AMERICAN ARBITRATION ASSOCIATION (“AAA”), AS APPLICABLE (THE “PROCEDURES”), EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN FOR A SMALL CLAIM.

FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(b) **Definitions:** As used in this Arbitration Provision, the term “Claim” means any claim, dispute or controversy between you and us arising from or relating to your use of the Services or arising under this Agreement, including, without limitation: (i) the validity, enforceability or scope of this Arbitration Provision or the Agreement; (ii) the amount of your Account balance; (iii) advertisements, or oral or written statements related to the Services, or goods or services purchased with the Services; and (iv) your retention, activation or use of the Services. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims. “Claim” does not include any challenge to the validity and effect of the Class Action Waiver; which must be decided by a court.

As used in this Arbitration Provision, the terms “we” and “us” shall mean Bank, Program Manager, Employer and their respective subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any other third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to, merchants who reload the Card and third parties who market or provide services). The meaning of other previously defined terms remain unchanged.

(c) Upon election of either party, the Claim shall be resolved by binding arbitration pursuant to this Arbitration Provision and the procedures of the NAF, JAMS, or the AAA, as selected by the party electing to use the arbitration. NAF can be contacted at: National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, 1-800-474-2371, [www.adrforum.com](#). JAMS can be contacted at: 1920 Main Street, Suite 300, Irvine, CA 92614; (888) 352-5267; [www.jamsadr.com](#). AAA can be contacted at: American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019, 1-800-778-7879, [www.adr.org](#). If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive the notice of our election to select either of the other organizations listed to serve as arbitrator administrator. You may contact us for instructions on how to obtain copies of any of these organizations’ procedures.

(d) Notwithstanding anything to the contrary in this Arbitration Provision, either party may file and pursue a Claim in a small claims court or the equivalent court of your state or municipality (“**Small Claim**”), but the Claim must proceed only on an individual basis and not in a representative capacity or class action. The Claim may proceed as a Small Claim only so long as that Claim is not transferred or appealed to a different court, in which case either party may elect arbitration.

(e) **Class Action Waiver:** No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act

as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (“Class Action Waiver”). The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this Agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties’ agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. Any Claim resolved by arbitration shall be arbitrated on an individual basis by a single arbitrator. The arbitrator’s authority to resolve Claims is limited to Claims between you and us, and the arbitrator’s authority to make awards is limited to you and us. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

(f) **Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence at the time the claim is filed. At your written request, we will consider advancing and/or reimbursing any arbitration filing fee, or administrative and hearing fees that you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will ultimately be responsible for paying those fees. If you file a Claim against us, in no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Except as provided by substantive law, each party shall bear its own attorney’s, expert’s and witness fees, which shall not be considered costs of arbitration.

(g) This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (the “**FAA**”). The arbitration shall be governed by the applicable Procedures, except that this Arbitration Provision shall control if it is inconsistent with the applicable Procedures. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely written request of either party, shall provide a detailed written explanation of the basis for the decision. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision will be final and binding, except as provided by the FAA.

(h) **Continuation:** This Arbitration Provision shall survive termination of your Account and this Agreement. If any portion of this Arbitration Provision is deemed invalid or unenforceable it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement, except as provided for in paragraph (e) above.

9. PERIOD BY WHICH DISPUTE MUST BE BROUGHT.

You agree that any arbitration or court action involving the Services or your Account must be brought within one year of the date the cause of action arose.

10. LIMITATION OF LIABILITY.

IN NO EVENT (EXCEPT AS SPECIFICALLY REQUIRED BY LAW) SHALL BANK, PROGRAM MANAGER, OR ANY OF THEIR RESPECTIVE AFFILIATES, AGENTS OR SERVICE PROVIDERS, BE LIABLE FOR: (A) DAMAGES ARISING FROM OR RELATING TO THE PRODUCTS AND SERVICES PROVIDED HEREIN (INCLUDING, WITHOUT LIMITATION, YOUR ACCOUNT, YOUR CARD OR THE MONEY NETWORK CHECKS) OR THIS AGREEMENT, BEYOND THE SUM OF FIVE HUNDRED DOLLARS (\$500) (IN ADDITION TO REMITTING TO YOU, YOUR ACCOUNT BALANCE, IF ANY); OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU CAN OBTAIN A HIGHER LIABILITY LIMIT BY CONTACTING CUSTOMER SERVICE AND PAYING AN ADDITIONAL FEE. THESE CONDITIONS CANNOT BE CHANGED OR SUPPLEMENTED EXCEPT BY A WRITING SIGNED BY US.

11. CLAIMS AGAINST MERCHANTS.

We are not responsible for goods or services you purchase or lease by using a Card for a Point of Sale (“POS”)/PIN transaction or otherwise by use of the Services. We are not subject to any claims or defenses you may have against a merchant in connection with any POS/PIN transaction or the underlying merchant transaction.

12. WEB SITE AND ACTIVITY.

Although considerable effort is expended to make our Web Site and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, Web Site changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes, acts of terrorism and acts of war. You agree to act responsibly with regard to the Web Site and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Web Site’s systems and integrity. We shall not bear any liability whatsoever for any damage or interruptions caused by any “computer viruses” that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

13. LINKS.

Our Web Site may contain links to other web sites, provided as a convenience to you and not an endorsement by us. We are not responsible for the content of any such web site, which you enter at your own risk.

14. YOUR ACCOUNT BALANCE.

(a) Your Account will reflect direct deposits of your salary and other compensation from Employer (“**Payroll Loads**”) and any Retail Loads, ACH Loads and Mail Loads made by you (as such terms are defined in [Section 16](#)), less transactions, fees and charges under this Agreement. If you request a Money Network Check from your Account and do not redeem it within 180 days, the Money Network Check will be canceled and the funds will be credited to your Account.

(b) You may access information about your Account from our IVRU or on our Web Site without a charge. There are additional ways to access information about your Account, such as ATM or by contacting Customer Service. Fees may apply, as provided in the Fee Schedule.

15. ERRORS, OVERPAYMENTS; OUR RIGHT TO OFFSET.

(a) We and Employer, where applicable, reserve the right to deduct funds from your Account in order to correct a previous error or overpayment to you, and you authorize us (i) to share information as necessary with any funding entity (including Employer) in connection with resolving any errors or overpayments related to Retail Loads, Payroll Loads or ACH Loads and (ii) to the extent applicable, to accept instructions from Employer to add or deduct funds from your Account and, in the case of deductions, to return those funds to Employer.

(b) We have the right to offset against your Account balance any indebtedness owed by you to us, whether individually or jointly owed. We may offset against your Account balance either before or after your death without demand or notice to you. We will not be liable for any dishonored transaction entry that results.

16. ACCESS TO ACCOUNT; FUNDING.

(a) You may access funds from your Account by using your Card and PIN at a participating ATM or POS terminal, by requesting a transaction and/or authorization number for a Money Network Check (as further described in [Section 3](#)), by making an over the counter withdrawal in person at participating bank locations (“**Bank Over the Counter Withdrawals**”), or as otherwise permitted by this Agreement. We may refuse any transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations as indicated in the [Transaction Limit Schedule](#). Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing your Account. We will use the date the transaction is completed by us (as opposed to the date you requested it) to apply to any frequency or amount limitations. The fact that we may honor withdrawal requests that cause your Account to have a negative balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can obtain withdrawals of funds from your Account.

(b) For Payroll Loads, Employer will report its deposit of funds to your Account to the appropriate governmental agencies and you will receive the appropriate notification, for the purposes of tax reporting, from Employer. We bear no responsibility, whatsoever, for any such reporting or tax liabilities.

(c) In some cases we may have an arrangement that allows you to load additional funds to your Account through the methods described below. To the extent these additional

methods are made available to you, the terms described herein will apply. You may be required to provide Bank or Program Manager with certain additional identifying information about you in order to use these methods.

- **Retail Loads.** Available at participating retail locations as designated by us or Program Manager from time to time. See [www.moneynetwork.com](#) for a list of participating locations. At some participating locations, Retail Loads must be made using cash or check only.
- **ACH Loads.** An ACH transfer to your Account, using the account number and ABA routing number provided on your Card Carrier.
- **Mail Loads.** Checks or money orders made payable to you and mailed to Customer Service. Cash is not accepted. Please include your Card number on your check or money order. The amount from a Mail Load may not be available until your check or money order clears the banking system (which may occur electronically).

(d) See [Transaction Limit Schedule](#) for information regarding limits on loads and other transactions. For security and regulatory reasons, we may further limit the number, type or dollar amount of transactions you may make to your Account or suspend the use of your Account and/or Card. The owner or operator of the POS terminal at the retail location where you complete a Retail Load may charge a fee for loading value to your Account (which is in addition to any applicable load fee as indicated on the Fee Schedule), and, together with ATM owners or operators, as well as banks, check cashers and other service providers, may impose different minimums and limits from those set forth in the [Transaction Limit Schedule](#).

17. REFUNDS.

If you are entitled to a refund for any reason for goods or services obtained with the Card or the Services, you agree to accept credits to your Account in place of cash.

18. AMENDMENTS.

We may amend this Agreement by delivering notice of the amendment to you in the manner agreed to by you and us or to your last address as shown on our records. Unless necessary to protect system security, you will be given at least 21 days’ notice prior to the effective date of any amendment which results in an increased fee or charge, an increase in your liability, a reduction in our services (including fewer types of electronic fund transfer services), or stricter limitations on transactions or your ability to obtain funds from your Account. The current Agreement is available on the Web Site. Through your continued use of the Card and/or the Services, you agree to any such changes or amendments.

19. TERMINATION.

We may, at any time, for any or no reason, terminate this Agreement and/or temporarily or permanently suspend your right to use your Card or otherwise participate in the Services. We may contact you to obtain information about deposits and other transactions we deem suspicious. You agree to destroy your Card, any Money Network Checks and any other applicable Services material if this Agreement is terminated. We will cause your Account balance to be remitted to you, which we may do by crediting the debit or credit card account you may have designated or by remitting a paper check to the name and address last provided by you.

Your participation in this program for receipt of salary and other compensation payments from your Employer, or your ability to access those funds by your Card and/or Money Network Checks, will continue hereunder until we receive notification from your Employer that your employment has been terminated or your Employer fails to make any deposits to your Account for over 60 days, in which case we will convert your Account to a Portable Account as described in [Section 20](#) below. All provisions of this Agreement which by their nature should survive termination shall survive termination of this Agreement, including, without limitation, the Liability and Dispute Provisions.

20. PORTABLE PROGRAM – CONVERSION AND ADDITIONAL PROVISIONS.

(a) **In the event your employment is terminated, as evidenced by either (i) notice from your Employer; or (ii) no deposit is made by your Employer to your Account for over 60 days, we will convert your Account to a general purpose stored value card account (“Portable Account”) in your name.** Your Portable Account will be insured by the FDIC up to the limits permitted by law. You will not receive any interest on your Portable Account balance. If your money is transferred to a general purpose stored value account due to lack of deposit activity, but your employment has not been terminated, please call Customer Service and you will be given an opportunity to reverse the transfer and be credited for any additional fees incurred as a result of the conversion.

(b) **Important Disclosures.** In connection with such Portable Account conversion, you may not receive a new Card. You may continue to use your Card as a general purpose stored value card, but your Portable Account will not be tied to your current Employer’s payroll distribution program (i.e., the Employer through whom you initially enrolled in the Program) and new Fees (see paragraph below) and Transaction Limits may apply. (You may however, have your wages from your new employer automatically deposited to your Portable Account, provided your new employer supports such direct deposits and subject to the applicable ACH Load Limit). The Card associated with a Portable Account is NOT a credit card. You will also continue to be able to use the Money Network Checks to access the full amount of your Portable Account balance. You may obtain information about your Portable Account at any time from our IVRU or Web Site at no charge, as provided in [Section 14\(b\)](#) above.

(c) **Fees for the Portable Account.** Upon conversion to the Portable Account as provided in this [Section 20](#), the fees set forth in the Fee Schedule under the heading “Portable Program Fees” will apply (including a monthly maintenance fee), except that we will waive the monthly maintenance fee for a period of 60 days from the earlier of (1) the date we receive notice from your Employer that you have been terminated; or (2) the last date on which your Employer deposited funds into your Account. The Fee Schedule for the Portable Account contains the same categories and types of fees as you were previously charged for the Account and associated products or services, except that some fees may be higher than what you were previously paying.

(d) Except as otherwise provided in this [Section 20](#), all terms and conditions in this Agreement shall continue to apply to the Portable Account, which shall be included within the definition of Account and as part of the Services.

(e) If you have no activity on your Portable Account and an Account balance of zero for a period of 30 days or more, we may suspend or terminate your Portable Account and this Agreement. You may call Customer Service if you wish to reactivate your Portable Account following a suspension.

(f) The balance remaining in your Portable Account may become unclaimed funds escheatable to the state, if, as shown by our records, you have not, within the statutory period, requested refund of your amounts on deposit, corresponded with us concerning your Portable Account, or transacted any business with your Portable Account. If that occurs, the funds will escheat to the state in which your last known address was located, according to our records.

21. SECONDARY CARD.

In connection with the Services, you may elect to provide a Secondary Card to a Secondary Cardholder which will be usable only for ATM and point of sale debit (signature- and PIN-based) transactions. You, or the Secondary Cardholder, will be required to provide Bank with certain identifying information about the Secondary Cardholder, such that Bank may validate the identity of the Secondary Cardholder, using third party databases or otherwise. Bank will issue the Secondary Cardholder a general purpose reloadable stored value account in the Secondary Cardholder’s name. Using the IVRU or Web Site, you will be able to transfer funds from your Account to the Secondary Cardholder’s account (the “**Secondary Stored Value Account**”). However, your Card will not be able to receive a funds transfer from the Secondary Stored Value Account. The amount you may transfer to the Secondary Stored Value Account is listed in the [Transaction Limit Schedule](#). Once you initiate a funds transfer to a Secondary Stored Value Account, you may only cancel the funds transfer by calling Customer Service. You acknowledge that once funds settle to the Secondary Stored Value Account, you waive all interest in such funds. You further acknowledge that you will not own or have any interest in the Secondary Stored Value Account or access to the account activity of the Secondary Stored Value Account. The Secondary Cardholder will own the Secondary Stored Value Account and be subject to separate terms and conditions. The applicable fees for the Secondary Card are included in the Fee Schedule under the heading “Secondary Card Fees.”

22. SEVERABILITY AND WAIVER; INTERPRETATION.

The invalidity of any provision of this Agreement shall not affect the validity of other provisions. Any waiver of any term or condition of this Agreement shall not operate or be construed as a continuing waiver of such term or condition or any other term or condition. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.

23. ASSIGNMENT.

You may not assign, convey, subcontract, sell or transfer any of your rights or obligations with regard to the Services. We may assign this Agreement and any of our rights and obligations at any time, subject to any notice required by law. Any of our obligations under this Agreement may be performed by third parties on our behalf.

24. PRIVACY; CONFIDENTIALITY; DATA SECURITY.

(i) Information We Collect: We may collect the following information (“**Cardholder Information**”):

- (a) information we receive from your Employer as part of the Services, and information you provide to us, either directly or indirectly through your Employer, such as when you apply for a Card or seek a replacement Card or a PIN or when you contact us with customer service issues, which, in any case, may include your name, address, date of birth or other information that will allow us to identify you; (and we may ask to see your driver’s license or other identifying documents); and
- (b) information about transactions made with the Card, such as date and amount of transaction, Card balance and Card activity.

You may update your Cardholder Information by contacting CUSTOMER SERVICE.

(ii) Information Use and Disclosure:

- (a) We may use Cardholder Information for any purpose related to the Services, including, without limitation, to process transactions on your Account, update your Account information, provide customer service and communicate important information about your Account.
- (b) We may disclose Cardholder Information about current and former cardholders to nonaffiliated third parties as permitted by law, such as:
 - where necessary to perform services on our behalf related to this Agreement;
 - to verify the existence and condition of your Card for a third party, such as a merchant or credit bureau;
 - to comply with government agency, court order, or other applicable law or legal reporting requirements;
 - to our employees, auditors, service providers or attorneys, as needed, including to allow us to collect funds from you; and
 - to help protect against fraud.
- (c) Except for Cardholders with a mailing address in California or other states where prohibited by applicable law, we may also disclose Cardholder Information about current and former Cardholders to Program Manager and its affiliates, and third parties such as merchants, retailers and financial institutions, for their own use and disclosure, which may include use or disclosure to market or provide additional products and/or services that they believe may be of interest to you.

(iii) Your Acknowledgement: By activating or using your Account you agree to our collection, sharing and disclosure of all Cardholder Information as set forth herein.

(iv) Opt-Out: NOTWITHSTANDING THE FOREGOING, YOU MAY USE THE CARD BUT OPT OUT OF HAVING YOUR CARDHOLDER INFORMATION DISCLOSED AS DESCRIBED IN (ii)(c) ABOVE AT ANY TIME BY CONTACTING CUSTOMER SERVICE, WITHOUT CHARGE.

(v) Information Security: Subject to the disclosures set forth above, we restrict access to Cardholder Information to persons who need Cardholder Information to perform their job responsibilities. In addition, we maintain physical, electronic and procedural security measures that comply with federal and state regulations to safeguard Cardholder Information.

(vi) Questions. If you have questions regarding this section, please contact CUSTOMER SERVICE.

25. ELECTRONIC FUND TRANSFERS DISCLOSURES

Your Rights and Responsibilities; Liability for Unauthorized Transfers. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

- A. **Loss or Theft** - Tell us AT ONCE if you believe your Card, or any other Services materials, and/or your PIN or account access code (“**Code**”) has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose

MN-META-DAY1PORT (2-25-10)

all the money in your Account. If you believe your Card, or any other Services materials, and/or your PIN or Code has been lost or stolen or that someone has transferred or may transfer money from your Card without your permission, call or write to CUSTOMER SERVICE.

- B. **Consumer Liability** - If you believe your Card, PIN or Code has been lost or stolen, or that you have lost information that would enable someone to authorize a Money Network Check without your permission, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card, PIN or Code or authorized a Money Network Check without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or information, and we can prove we could have stopped someone from using your Card, PIN or Code or authorizing a Money Network Check without your permission if you had told us, you could lose as much as \$500.

- C. **Telling us in Time** - Also, if your account activity shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the account activity was made available to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

- D. **Delays** - If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- E. **Business Days** - For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Types of Electronic Fund Transfers. Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to the Services.

- A. **International Transactions** – Signature debit transactions are not permitted at merchant locations outside the U.S. When using your Card at a merchant location outside the U.S., you must enter your PIN. The merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. The conversion rate on the processing date may differ from the rate on the date of the transactions. This percentage amount is independent of any amount charged by us in accordance with the Fee Schedule.

- B. **Electronic Funds Transfers Initiated By Third Parties** - You may authorize a third party to initiate electronic funds transfers between your Account and the third party’s account. Transfers to make or receive payments may be one-time occurrences or may recur as directed by you. These transfers may use ACH or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of its policy. In all cases, the transaction will require you to provide the third party with your Card number and bank information. You should only provide your bank and Money Network information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:
 - **Preauthorized credits.** You may make arrangements for certain direct deposits to be made into your Account.
 - **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your Account.

- C. **Telephone Transactions** - You may access your Account by telephone 24 hours per day by calling Customer Service and using your touch-tone phone, Card number, and Code to:
 - Find out the current amount of your Account balance.
 - Initiate an ACH transfer to another financial institution.
 - Complete a Money Network Check.
 - Change your PIN.

- D. **Additional Customer Service** - You may also contact Customer Service to:

- Inquire about your Services activity, including payroll deposit verification.
- Complete a Money Network Check.
- Obtain Money Network Check number/amount verification.
- Cancel a Money Network Check.
- Request to change your PIN.

- E. **ATM Transactions** - You may access your Account by ATM using your Card and

PIN to:

- Get cash withdrawals.
- Find out the current amount of your Account balance.

- F. **Debit Card Transactions** - You may access your Account to:

- Purchase goods.
- Pay for services.
- Get cash from a merchant, if the merchant permits, or from a participating financial institution.

Some of these services may not be available at all terminals.

- G **ATM and Debit Card Transactions** – limitations on frequency and dollar amounts. Certain limitations on the frequency and dollar amount of ATM and debit card transactions apply to your Account. Please refer to the Transaction Limit Schedule for specific information.

- H. **Split Transactions** – A “split-tender” transaction splits the transaction amount between your Card and another form of payment. Depending on the merchant’s policy, you may be able to use your Card toward a portion of the final purchase price, and then use another form of payment to pay the balance of the final purchase price. This is called a “split-tender” transaction. You must ask the merchant if they can accept two forms of payment for your purchase. If the merchant agrees, first request that the merchant place a specific dollar amount on the other form of payment (*e.g.*, the final transaction amount less the balance of the funds available in your Account), and then use the Card to pay the remaining balance. Note that some merchants, particularly department stores, do not allow split tender transactions, or will only allow a split-tender transaction if the other form of payment is cash or check. Internet and most mail order merchants do not allow split-tender transactions.

- I. **Fees for Electronic Transactions** - Indicated below is certain information about fees associated with Electronic Fund Transfers which may apply to the Services:

- We do not charge for direct deposits to your Account or ACH transfers from your account.
- We charge a fee for certain other transactions and services.
- Please refer to the Fee Schedule for information on applicable charges.

Confidentiality. Please refer to [Section 24](#) (“Privacy; Confidentiality; Data Security”) of this Agreement.

Documentation.

- A. **Terminal transfers** - You can get a receipt at the time you make any transfer to or from your Account using one of our automated teller machines or point-of-sale terminals.
- B. **Preauthorized credits** - If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call Customer Service to find out whether or not the deposit has been made.
- C. **Account Activity** - You may obtain a 12-month history of your account activity, as well as the current amount of your Account, at no charge, by accessing our Web Site at www.moneynetwork.com. You may also request a written 60-day transaction history, at no charge, by calling or writing CUSTOMER SERVICE.
- D. **Periodic Statements** - You may also elect to receive a regular monthly statement showing your Account transactions, Account balance and the amount of fees or other charges imposed under this Agreement, by calling or writing CUSTOMER SERVICE.
- E. **Disclosures** – At your request, we will provide you with an additional paper copy of this Agreement or any amendments, but you may be charged a fee for the additional copy.

Preauthorized Payments.

- A. **Right to stop payment and procedure for doing so** - If you have told us in advance to make regular payments from your Account, you can stop any of these payments by calling or writing CUSTOMER SERVICE, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Fees may apply; please refer to the Fee Schedule.

- B. **Notice of varying amounts** - If these regular payments may vary in amount, the

person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- C. **Liability for failure to stop payment of preauthorized transfer** - If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and according to our agreement with you, and we do not do so, we will be liable for your losses or damages proximately caused by our failure, as the law imposes in such cases.

Our Liability. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, **we will be liable for your losses or damages, as the law imposes in such cases.** However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the break down when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages).
- There may be other exceptions stated in our agreement with you.

ATM Fees. When you use an ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Error Resolution Notice. In case of errors or questions about your electronic transfers, telephone or write Customer Service, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after the earlier of the date you electronically accessed your account activity or the date we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Card number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new Money Network participants, point-of-sale, or a foreign-initiated transaction, we may take up to 90 days to investigate your complaint or question. For new Money Network participants, we may take up to 20 business days to credit your Account for the amount you think is in error. You are considered a new Money Network participant for the first 30 days after your Employer first uses the Services to disburse your salary or other compensation payments, unless you already have a prior established account with us. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution procedures, call Customer Service or visit www.moneynetwork.com.

26. FUNDS AVAILABILITY

Electronic transfers to your Account, such as Payroll Loads, Retail Loads and ACH Loads, will be available on the business day we receive the funds. Once the funds are available, you can request them in cash or as otherwise provided in this Agreement. If you cancel a Money Network Check in accordance with the Money Network Check instructions provided with your Money Network Checks, we will credit your Account within one business day after our receipt of your Money Network Check and other required information. For determining when electronic funds transferred to your Account will be available, every day is a business day, except Saturdays, Sundays, and federal holidays. If we receive required information before 6:00 p.m., Eastern time, on a business day that we are open, we will consider that day to be the day we received the required information. However, if we receive the required information after 6:00 p.m., Eastern time, or on a day we are not open, we will consider such required information to be received on the next business day we are open.

27. TRUTH-IN-SAVINGS DISCLOSURE

No interest is paid on your Account. Please refer to the Fee Schedule for additional information about charges.

28. MEMBER FDIC

Your Account is insured by the Federal Deposit Insurance Corporation (FDIC) up to the limits permitted by law.

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MONEY NETWORK SERVICE TERMS AND CONDITIONS

This document, together with all other documents we provide to you pertaining to the Money Network Services and all associated products (collectively, the “**Services**” or “**Program**”), including without limitation your Money Network Account (“**Account**”) which is held by Bank (as defined below) and the accompanying Money Network Paycard (“**Card**”), Money NetworkTM Checks (“**Money Network Checks**”), the Secondary Card, Fee Schedule and Transaction Limit Schedule (all as defined below), where applicable, constitutes a contract (“**Agreement**”) which sets forth the agreed terms of the Services and their uses, and the responsibilities and liabilities of both Bank, you and certain other parties.

As used in this Agreement, the words “**we**,” “**our**,” and “**us**” mean MetaBank, d/b/a Meta Payment Systems, a federally insured depository institution located in Sioux Falls, South Dakota, its successors or assignees (“**Bank**”), and all associated affiliates, service providers, agents and associations of Bank required to fulfill the terms and manage the Services. The words “**you**” and “**your**” refer to you, as beneficiary of the Account, Card and/or Money Network Checks. “**Employer**” means your current employer or one of its affiliates through whom you initially enrolled in the Program and who deposits wages or other compensation into your Account. “**Program Manager**” refers to Money Network Financial, LLC, the associated service provider that acts as the Services management company and administers the Services operations. “**Fee Schedule**” refers to the schedule of fees included with the materials that accompanied the Card and which apply to your use of the Services. “**Transaction Limit Schedule**” refers to the schedule of transaction limits included with the materials that accompanied the Card and which apply to your use of the Services. “**Card Carrier**” means the materials which accompanied the Card (*i.e.*, on which the Card was attached upon your receipt). “**Secondary Card**” refers to a general purpose reloadable stored value card that you, as the primary cardholder, can provide to another individual(s) (each such individual is referred to herein as a “**Secondary Cardholder**”), which will allow you to transfer funds from your Account to the Secondary Cardholder for his/her personal use.

All references to contacting Customer Service are to the Customer Service address and toll-free telephone number shown on the materials that accompanied the Card.

THIS AGREEMENT CONTAINS A LIMITATION OF LIABILITY PROVISION AND AN ARBITRATION PROVISION AND WAIVER OF TRIAL BY JURY (the “Liability and Dispute Provisions”). In addition to being agreements enforceable by Bank, you acknowledge and agree that the Liability and Dispute Provisions run to the benefit of, and are enforceable by, Employer, Program Manager and their successors, affiliates and assignees.

1. ACCEPTANCE OF AGREEMENT.

By accepting, retaining, activating or using the Services:

- You agree to this Agreement and all other documents we provide to you, including but not limited to the Fee Schedule.
- You understand and agree that use of the Card is optional. However, if you choose at any time, including upon receipt, not to use the Card, you may still use the Services by using Money Network Checks. You will need to keep your Card number in order to access information about your Account and to perform transactions (such as using Money Network Checks and/or electronic funds transfers to receive your salary or other compensation payments), as outlined below.
- You affirm that the personal identification information and documentation that you provide to your Employer, which constitutes part of this Agreement, is true and complete, and you authorize Employer to provide us such information. You also authorize us, directly or through third parties, to make inquiries we consider necessary to validate such information, including checking third party databases.
- You acknowledge that this Agreement contains a provision requiring binding arbitration for the resolution of disputes.
- You consent to receive disclosures in electronic form in connection with the Services and your Account.
- You acknowledge receipt of our Privacy Policy contained herein at [Section 24](#).

2. BINDING AGREEMENT; NON-INTEREST BEARING ACCOUNT; CONVERSION TO PORTABLE ACCOUNT.

This Agreement is a binding legal obligation. Your Account is maintained in an aggregated or pooled custodial account established for the benefit of you and other

Money Network/MeteBank

M-98923

**State of West Virginia – Request for Quotation
Electronic Payment Card Services and Direct Deposit Services**

Entity: West Virginia Office of Admin Support (**State**)
 Project: Electronic Payment Card Services and Direct Deposit Services (**Project**)
 Bid No.: CRFQ 0323 WWV2000000015
 RFP Due Date: 5/15/20 11am ET

Money Network (**MN**) submits its response to the Request for Proposal subject to the following exceptions made to the RFP documents identified below. In the event MN is awarded the Project by the State of West Virginia Office of Administrative Support (**State**), MN welcomes the opportunity to enter into good faith negotiations with the State towards the execution of a mutually acceptable definitive agreement between the parties to govern the awarded services.

Page	RFP Response Section	Exception Language
1-44	RFP Instruction Template	
13 of 44	“INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a check mark 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 the 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 the immediately 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 or not that insurance requirement is listed in this section.”	MN requests that the Agency allow for the minor modification below be incorporated into Definitive Agreement entered into by State and FDGS. “INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a check mark below and must include the State as an additional insured on each applicable policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of the contract.”
16 of 44	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.	MN respectfully requests that the State agree to modify the Assignment clause to carve-out any corporate restructuring or consolidation event from the requirements to obtain the State’s prior written approval as set forth below: “Notwithstanding the foregoing, Vendor may assign this Contract, in whole or in part, to a successor organization by merger, acquisition, consolidation or corporate restructuring event and does not require the prior written consent of the Agency for such assignment.”
19 of 44	41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.	MN takes exception to the following language in the State’s Background Check requirements listed in the RFP response section column and ask that, if awarded the Project, MN has the ability to modify this section to reflect MN’s background check process as set forth below into Definitive Agreement entered into by State and FDGS: “MoneyNetwork as a whole has its own background and procedures. To the extent that Fiserv employees working onsite, up to the individual employees to agree to the State’s background check requirements. However, as to MoneyNetwork employees and subcontractors working remotely, Money Network cannot agree to subject those employees to the Agency’s finger printing requirements.”
31 of 44	3.1.1.51 The successful vendor must provide the Agency with the methodology used to ensure cardholder's account is secure regarding Personal Identifiable Information (PII) and allow Agency to approve security measures prior to implementation.	For clarification and not as exception, MN uses the following methodology to ensure cardholder’s account is secured regarding PII; provided, however, due to the sensitivity of this information MN will only share the methodology used in detail onsite meetings with the State: “Money Network processes and stores data in a production environment that is in a segmented network that meets at a minimum the NIST 800-53 r4 moderate baseline requirements and PCI/DSS requirements.”



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

State of West Virginia
 Request for Quotation
 14 — Financial

Proc Folder: 694713

Doc Description: Electronic Payment Card Services and Direct Deposit services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-17	2020-04-01 13:30:00	CRFQ 0323 WWV2000000015	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Metabank, NA
 5501 S. Broadband Lane
 Sioux Falls, SD 57108
 (404) 801-7935

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature X *Whitney R Bright*

FEIN # 42-0747941

DATE 5/12/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish a contract to obtain a qualified vendor to provide Electronic Payment Card and direct deposit services for the delivery of unemployment benefits per the Specifications, Terms & Conditions and bid requirements as attached.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

****PLEASE NOTE THAT PAGES (PAGES THAT NEED SIGNED AND RETURNED SUCH AS 22, 23, 38, 42, 44) OF THE SOLICITATION SHOULD BE SIGNED AND SUBMITTED WITH THE BID.****

INVOICE TO		SHIP TO	
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301		OFFICE OF ADMIN SUPPORT - 5302	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD, EAST		1900 KANAWHA BLVD, EAST	
BLDG 3, 3RD FLOOR, SUITE 300		BLDG 3, 3RD FLOOR, SUITE 300	
CHARLESTON	WV25305	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Electronic Payment and Direct Deposit Services	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description :

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10AM	2020-03-25

WWW2000000015	Document Phase Final	Document Description Electronic Payment Card Services and Direct Deposit services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

DESIGNATED 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.

Michael Casella, Sales Executive

(Name, Title)

Michael Casella, Sales Executive

(Printed Name and Title)

5565 Glenridge Connector NE, Atlanta, GA 30342

(Address)

201-214-2923

(Phone Number) / (Fax Number)

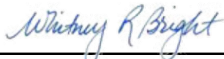
Michael.Casella@firstdata.com

(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.

Metabank, NA

(Company)



(Authorized Signature) (Representative Name, Title)

Whitney Bright, SVP of Partner Engagement

(Printed Name and Title of Authorized Representative)

5/12/2020

(Date)

605-362-5143 Fax: 605-338-0604

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" 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.

Metabank, NA

Company

Whitney R. Bright

Authorized Signature

5/12/2020

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



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

State of West Virginia
 Request for Quotation
 14 — Financial

Proc Folder: 694713

Doc Description: ADDENDUM 1-Electronic Payment Card Services & Direct Deposit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-19	2020-04-15 13:30:00	CRFQ 0323 WWV2000000015	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Metabank, NA
 5501 Broadband Lane
 Sioux Falls, SD 57108
 (404) 801-7935

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature X *Whitney R. Bright*

FEIN # 42-0747941

DATE 5/12/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

ADDENDUM 1 IS ISSUED FOR THE FOLLOWING REASONS:

1. CHANGING TECHNICAL QUESTION DEADLINE FROM 03/25/2020 TO 04/08/2020
2. BID OPENING IS CHANGING FROM 04/01/2020 TO 04/15/2020 1:30PM

NO OTHER CHANGES

INVOICE TO		SHIP TO	
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301		OFFICE OF ADMIN SUPPORT - 5302	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD, EAST		1900 KANAWHA BLVD, EAST	
BLDG 3, 3RD FLOOR, SUITE 300		BLDG 3, 3RD FLOOR, SUITE 300	
CHARLESTON	WV25305	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Electronic Payment and Direct Deposit Services	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description :

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE AT 10AM	2020-04-08

WWW2000000015	Document Phase Final	Document Description ADDENDUM 1-Electronic Payment Card Services & Direct Deposit	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 14 — Financial

Proc Folder: 694713

Doc Description: ADDENDUM 2-Electronic Payment Card Services & Direct Deposit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-27	2020-04-15 13:30:00	CRFQ 0323 WWV2000000015	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Metabank, NA
 5501 Broadband Lane
 Sioux Falls, SD 57108
 (404) 801-7935

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature X *Whitney R. Bright*

FEIN # 42-0747941

DATE 5/12/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

ADDENDUM 2 IS ISSUED FOR THE FOLLOWING REASONS:

1. AGENCY RESPONSES TO VENDORS QUESTIONS

NO OTHER CHANGES

INVOICE TO		SHIP TO	
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301		OFFICE OF ADMIN SUPPORT - 5302	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD, EAST		1900 KANAWHA BLVD, EAST	
BLDG 3, 3RD FLOOR, SUITE 300		BLDG 3, 3RD FLOOR, SUITE 300	
CHARLESTON	WV25305	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Electronic Payment and Direct Deposit Services	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description :

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE AT 10AM	2020-04-08

WWW2000000015	Document Phase Final	Document Description ADDENDUM 2-Electronic Payment Card Services & Direct Deposit	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 14 — Financial

Proc Folder: 694713

Doc Description: ADDENDUM 3-Electronic Payment Card Services & Direct Deposit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-10	2020-05-15 13:30:00	CRFQ 0323 WWV2000000015	4

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Metabank, NA
 5501 Broadband Lane
 Sioux Falls, SD 57108
 (404) 801-7935

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature X *Wendy R. Bright*

FEIN # 42-0747941

DATE 5/12/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

ADDENDUM 3 IS ISSUED FOR THE FOLLOWING REASONS:

1. EXTEND THE BID OPENING FROM 04/15/2020 TO 05/15/2020 AT 1:30PM

NO OTHER CHANGES AT THIS TIME.

INVOICE TO		SHIP TO	
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301		OFFICE OF ADMIN SUPPORT - 5302	
WORKFORCE WEST VIRGINIA		WORKFORCE WEST VIRGINIA	
1900 KANAWHA BLVD, EAST		1900 KANAWHA BLVD, EAST	
BLDG 3, 3RD FLOOR, SUITE 300		BLDG 3, 3RD FLOOR, SUITE 300	
CHARLESTON	WV25305	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Electronic Payment and Direct Deposit Services	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description :

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE AT 10AM	2020-04-08

WWW2000000015	Document Phase Final	Document Description ADDENDUM 3-Electronic Payment Card Services & Direct Deposit	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 14 — Financial

Proc Folder: 694713

Doc Description: ADDENDUM 4-Electronic Payment Card Services & Direct Deposit

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-13	2020-05-15 13:30:00	CRFQ 0323 WWV2000000015	5

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Metabank, NA
 5501 Broadband Lane
 Sioux Falls, SD 57108
 (404) 801-7935

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature X *Whitney R. Bright*

FEIN # 42-0747941

DATE 5/12/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

ADDENDUM 3 IS ISSUED FOR THE FOLLOWING REASONS:

1. AGENCY RESPONSES TO VENDORS QUESTIONS

NO OTHER CHANGES AT THIS TIME.

INVOICE TO		SHIP TO	
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV25305 US		OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Electronic Payment and Direct Deposit Services	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description :

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE AT 10AM	2020-04-08

WWW2000000015	Document Phase Final	Document Description ADDENDUM 4-Electronic Payment Card Services & Direct Deposit	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

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.

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: Richard Baldwin

Telephone Number: 404-801-7935

Fax Number: 605-338-0604

Email Address: rbaldwin@metabank.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Metabank, NA

Authorized Signature: *Wendy R. Bright* Date: 5/12/2020

State of South Dakota

County of Minnehaha, to-wit:

Taken, subscribed, and sworn to before me this 12th day of May, 2020.

My Commission expires 8-15, 2023

AFFIX SEAL HERE
TWILA VAN LAAR
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires 8-15-23

NOTARY PUBLIC *Twila Van Laar*

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: MetaBank, N.A. Address: 5501 S. Broadband Lane
Sioux Falls, SD 57108

Name of Authorized Agent: Whitney Bright Address: 5501 S. Broadband Lane, Sioux Falls, SD 57108

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: The WorkForce West Virginia

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

Money Network Financial, LLC

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Whitney R. Bright Date Signed: May 15, 2020

Notary Verification

State of South Dakota, County of Lincoln:

I, Whitney Bright, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 15th day of May, 2020.

Twila Van Laar
Notary Public's Signature
TWILA VAN LAAR
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires 8-15-23

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

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

Rev. 3/20

Line No.	Type of Service	Monthly Estimated Quantities*	Claimant's Unit Fee	Claimant's Total Cost
1	Number of Monthly Benefit Payments to Direct Deposit	10,640	NA	
	Number of Monthly Benefit Payments to EPC	9,360	NA	
2	Set Up Fee - Initial Card	5,000	No Cost	
3	Monthly Account Services for Active Accounts	20,000	No Cost	
4	Transactions	112,000	NA	
5	Total ATM Withdraws	13,000	NA	

ATM In-Network (No Cost to Claimant)

6	Number of Counties with at least One In-Network ATM	55		
7	Divided by Total Counties in West Virginia	55		
8	Percentage of Counties with In-Network ATM	100.00%		
9	Percentage of Counties without In-Network ATM (If line 9 is 0.00% then Claimants unit fee on Line 11 must be zero)	0.00%		

Charges for Out-of-Network ATM Withdraws

10	Percentage of Counties without In-Network ATM	0.00%		
11	% in Line 9 multiplied by ATM Withdrawals (line 5)	0	\$0.00	\$0.00
12	Potential Additional Charge by Bank where Out-of-Network ATM is located (Use Same Quantity from 10)**	0	\$2.00	\$0.00

**Bidding vendor cannot predict the cost per transaction being charged by a bank that is not one of the vendor's banks. For Line 11, 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.

13	ATM Transactions outside of the US	100	\$1.50	\$150.00
14	Point of Sale as Credit	50,000	\$0.00	\$0.00
15	Point of Sale as PIN Debit	50,000	\$0.00	\$0.00
16	Teller assisted Withdraw at debit card in-network bank	2,100	No Cost	
17	Total Transaction Cost (11+12+13+14+15+16)			\$150.00

No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
	ATM Balance Inquiries	70,000	NA	
18	ATM Balance Inquiries for In-Network 70,000 multiplied by % from Line 8	70,000	No Cost	
19	Chargable ATM Balance Inquiries for In-Network (10% multiplied by 18) equals monthly estimated total	7,000	\$0.00	\$0.00
20	ATM Balance Inquiries for Out-of-Network (70,000 multiplied by %			

	in Line 9) equals monthly estimated total	0	\$0.00	\$0.00
21	Total Cost (18+19)			\$0.00

Other Fees				
22	Account Overdraft	10,000	\$0.00	\$0.00
Insufficient Funds				
23	Minimum of two (2) denial for Insufficient Funds per month	10,000	No Cost	
24	Additional denials for Insufficient Funds	5,000	\$0.00	\$0.00
25	Free On-Line Statements	20,000	No Cost	
26	Account Statements Mailed to Claimants	1,000	\$2.00	\$2,000.00
27	Total Other Fees (20+22+24)			\$2,000.00

Card Issuance Services				
28	One Card replacement per year (includes postage)	500	No Cost	
29	Additional Card Replacements per year	100	\$2.00	\$200.00
30	Overnight delivery requested by cardholder	50	\$10.00	\$500.00
31	Expired card replacement	2,000	No Cost	
32	Card Deactivation	500	No Cost	
33	Card Reactivation	300	No Cost	
34	Total Card Services Cost			\$700.00

Note: Vendor should be aware that the Agency does not have actual numbers for Card Issuance Services . Therefore, all items in this section may could potentially be estimate extremely low.

Cardholder Inquiry				
35	Free telephone automated inquiries through toll-free line	80,000	No Cost	
36	Free Web inquiries	30,000	No Cost	
37	2 Free Live Customer Service Inquiries per Month	40,000	No Cost	
38	Additional Live Customer Service Inquiries per Month	30,000	\$0.00	\$0.00
39	Total Inquiry Cost			\$0.00

Miscellaneous				
40	Account Inactivity with a balance after 12 Months	100	\$0.00	\$0.00
41	Change in PIN	500	\$0.00	\$0.00
42	Account Research	100	\$0.00	\$0.00
43	Conversion of Foreign currency	200	\$0.00	\$0.00
44	Total Miscellaneous Cost			\$0.00

Line No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
ACH Origination and Routing				
45	ACH Monthly Maintenance	2	No cost	
46	ACH Credit Originated	20,000	No cost	
47	ACH Debit Originated	55	No cost	
48	ACH Transmission	27	No cost	
49	ACH Return	10	No cost	
50	ACH Notification of Change	10	No cost	
51	Total ACH Cost			

52	Grand Total			\$2,850.00
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