



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 6

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 944763
 Procurement Type: Central Master Agreement
 Vendor ID:
 Legal Name: US BANK NA
 Alias/DBA: US BANK
 Total Bid: \$0.00
 Response Date:
 Response Time:
 Responded By User ID:
 First Name:
 Last Name:
 Email:
 Phone:

SO Doc Code: CRFQ
 SO Dept: 0323
 SO Doc ID: WWV2200000006
 Published Date: 2/23/22
 Close Date: 3/7/22
 Close Time: 13:30
 Status: Closed
 Solicitation Description:
 Total of Header Attachments: 6
 Total of All Attachments: 6



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 944763
Solicitation Description: ADDENDUM 1 - Electronic Payment Card and Direct Deposit Serv
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-03-07 13:30	SR 0323 ESR03072200000005402	1

VENDOR
 000000172239
 US BANK NA

Solicitation Number: CRFQ 0323 WWV2200000006
Total Bid: 0
Response Date: 2022-03-07
Response Time: 10:27:39
Comments:

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Vendor Signature X **FEIN#** **DATE**

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	Vendor should enter Grand Total from the Exhibit A Pricing	0.00000	EA	1106.000000	0.00

Comm Code	Manufacturer	Specification	Model #
84120000			

Commodity Line Comments: Delivery days estimated based off mandatory requirement 3.1.1.80. We will work with West Virginia to finalize project plan and timeline.

Extended Description:

Vendors should enter the Grand Total from the Exhibit A and must upload a copy of the Exhibit A Pricing Page as an attachment.



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

State of West Virginia
 Centralized Request for Quote
 Financial

Proc Folder: 944763			Reason for Modification:
Doc Description: Electronic Payment Card Services and Direct Deposit services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-11	2022-03-01 13:30	CRFQ 0323 WWW/2200000006	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : U.S. Bank, N.A.

Address :

Street : 200 South 6th Street

City : Minneapolis

State : MN **Country :** U.S.A. **Zip :** 55402

Principal Contact : Tyler Vickery

Vendor Contact Phone: 904.470.1990 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Vendor Signature X  **FEIN# 31-0841368** **DATE March 2, 2022**

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia, Unemployment Compensation Division, herein referred to as the "Agency" to establish a contract for a qualified vendor to provide Electronic Payment Card (EPC) and direct deposit services for the delivery of unemployment benefits per the attached documentation.

INVOICE TO**SHIP TO**

WORKFORCE WEST
VIRGINIA
1900 KANAWHA BLVD, EAST
BLDG 3, 3RD FLOOR, SUITE
300
CHARLESTON WV
US

WORKFORCE WEST
VIRGINIA
1900 KANAWHA BLVD, EAST
BLDG 3, 3RD FLOOR, SUITE
300
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor should enter Grand Total from the Exhibit A Pricing	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description:

Vendors should enter the Grand Total from the Exhibit A and must upload a copy of the Exhibit A Pricing Page as an attachment.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question Deadline 4:00 pm	2022-02-18

	Document Phase	Document Description	Page 3
WWW2200000006	Final	Electronic Payment Card Services and Direct Deposit services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote
 Financial

Proc Folder: 944763			Reason for Modification: Addendum 1
Doc Description: ADDENDUM 1 - Electronic Payment Card and Direct Deposit Serv			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-22	2022-03-07 13:30	CRFQ 0323 WWV2200000006	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : U.S. Bank, N.A.

Address :

Street : 200 South 6th Street

City : Minneapolis

State : MN

Country : U.S.A.

Zip : 55402

Principal Contact : Tyler Vickery

Vendor Contact Phone: 904.470.1990

Extension: N/A

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Vendor Signature X

FEIN# 31-0841368

DATE March 2, 2022

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

ADDITIONAL INFORMATION

Addendum 1 issued for the following reasons:

1. To publish a copy of vendor questions with responses.
2. To extend the bid opening date to Monday, March 7, 2022, 1:30 PM ET.
3. To add Specification # 4.1.1 related to the contract Term. See modified specs attached.
4. To modify Section 3 of the General Terms and Conditions, Contract Term. See modified copy attached.

No other changes.

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV US		WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor should enter Grand Total from the Exhibit A Pricing	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description:

Vendors should enter the Grand Total from the Exhibit A and must upload a copy of the Exhibit A Pricing Page as an attachment.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 4:00 pm	2022-02-18

	Document Phase	Document Description	Page
WWW2200000006	Draft	ADDENDUM 1 - Electronic Payment Card and Direct Deposit Serv	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: WWW2200000006

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum 1 issued for the following reasons:

1. To publish a copy of vendor questions with responses.
2. To extend the bid opening date to Monday, March 7, 2022, 1:30 PM ET.
3. To add Specification # 4.1.1 related to the contract Term. See modified specs attached.
4. To modify Section 3 of the General Terms and Conditions, Contract Term. See modified copy attached.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ WWV2200000006

State of WV Electronic Payment Card and Direct Deposit Services

- Q.1. Instructions to Vendors Submitting Bids, Bid Opening Date and Time:
Tuesday March 1, 2022, 1:30pm ET. Can the State provide a 30-day extension to the bid opening date?
- A.1. The bid opening is being extended to Monday, March 7, 2022, 1:30 p.m.
- Q.2. General Terms and Conditions Section 3, Contract Term, Initial Contract Term, can the State identify the current provider?
- A.2. KeyCorp.
- Q.3. General Terms and Conditions: Section 3, Contract Term, can the State provide the term of the existing contract?
- A.3. Contracts through the WV Division of Purchasing Division are normally 1-year contracts with three optional 1-year renewals.
- Q.4. General Terms and Conditions: Section 3, Initial Contract Term, can the State provide the current EPC cardholder fee schedule?
- A.4. The current RFQ and Contract can be found online at:
http://www.state.wv.us/admin/purchase/Bids/FY2020/B_0323_WWV2000000004_02.pdf
- Q.5. General Terms and Conditions: Section 3, Contract Term, can the State provide its targeted go-live date for the new program?
- A.5. Tentatively Jun 16, 2022.
- Q.6. Specifications: Section 1, Purpose and Scope, General Information: Program Metrics.

Can the State provide program metrics for the number and average value of the following types of transactions?

- POS SIGNATURE
- POS PIN
- ATM
- Teller Cash

A.6. Not available.

Q.7. Section 3.1.1.34, Contract Items and Mandatory Requirements, The successful vendor must be a designated depository in accordance with the WV State Treasurer's Office requirements and guidelines. Can this requirement be removed from this solicitation or modified to say: "the successful vendor's program can be managed by or on behalf of a federally insured financial institution that provides a recipient with immediate access to cash"?

Most EPC providers are not actual financial institutions but are affiliated with banks and have the capability to provide direct deposit services. This requirement does not encourage competition and will limit the number of respondents to this solicitation which may have an economic impact on program recipients.

A.7. No.

Q.8. Section 3.1.1.18, General, Will the State provide IVR and Call center stats for 2019 to current?

A.8. The State provided IVR statistics for 2019. IVR statistics for 2020 were not provided as they are severely skewed due to the nature of the pandemic crisis. Call Center statistics for assistance related to Debit Card activity are not available.

Q.9. 3.1.1.40: Can you please clarify the State's intent for this requirement?

A.9. This information is necessary for Agency personnel to assist customers.

Q.10. Section 1 Purpose and Scope:

- For the last 12 months, could you please provide:

- Number of active cards
- Number of loads per month
- Dollar amount of loads per month
- Number of ATM withdrawals per month
- Dollar amount of ATM withdrawals per month
- Number of teller withdrawals per month
- Dollar amount of teller withdrawals per month
- Number of POS PIN transactions per month
- Dollar amount of POS PIN transactions per month
- Number of POS signature transactions per month
- Dollar amount of POS signature transactions per month
- Number of transfers to a personal bank account per month
- Dollar amount of transfers to a personal bank account per month
- Number of live agent phone calls per month
- Number of IVR calls per month

A.10 These data elements are not available.

Q.11. Is the State looking for ACH and/or banking services through this RFP?

A.11. The State is only looking for ECP Debit Card and Direct Deposit services.

Q.12. If not, could you please clarify what Direct Deposit Services you are requiring this in this bid?

A.12. Direct Deposits wherein claimants request the payments be transferred to their personal banking accounts.

Q.13. What is your anticipated “go-live” under the new contract resulting from this bid?

A.13. Tentatively Jun 16, 2022.

Q.14. 3.1.1.17: How many cards has the Agency expedited in the last 12 months?

A.14. Under normal circumstances, Agency personnel processed an average of 5 expedited debit cards per month.

Q.15. Please provide the evaluation criteria and scoring for the RFQ.

A.15. Since this is an RFQ (not RFP) no scoring is involved. The bid with the lowest cost meeting all mandatory requirements win the award.

Q.16. Will you extend the due date by one (1) week to March 8, 2022 @ 1:30 pm EST?

A.16. The bid opening has been extended to March 7, 2022 @ 1:30 pm ET.

Q.17. What is the estimated date you plan to issue a notification of contract award?

A.17. As soon as possible after recommendation for award is received from the Agency.

Q.18. Section 3.1.1.34, *The successful vendor must be a designated depository in accordance with the WV State Treasurer's Office requirements and guidelines.*

To widen the field of bidders beyond financial institutions, can the State all the combination of a program manager in partnership with a sponsor bank meeting the FDIC requirement and not require the bank to serve as the prime?

A.18. No. The State Agency is requiring the successful vendor to be a designated depository.

Q.19. Section 3.1.1.39, Request to remove requirement for "wallet-sized fee schedule", given the availability for cardholders to obtain fee schedule details through a Cardholder Website, Mobile App, Customer Service, electronic link to Fee Schedule and standard fee schedule in cardholder welcome packages.

A.19. Does not have to be wallet-sized, but the information must be included with the customer's Debit Card welcome packet.

Q.20. Would the State accept the Federal Home Loan Bank of New York (FHLBNY) as Custodian for NYCB's collateralization of State deposits?

A.20. No.

Q.21. Would the State accept a letter of credit from the FHLBNY?

A.21. See response to question 20.

Q.22. The Bank does not have a branch or office in the State, we will be looking to obtain a Certificate to conduct business in the State of West Virginia, is it required for us to bid or will it only be needed for the award of the CRFQ?.

A.22. In order to be successfully awarded this contract, prior to award the vendor must be a registered state vendor through WV State Purchasing, be in compliance with the WV Secretary of State requirements, and in compliance with the WV State Tax Department.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WWW2200000006

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

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

Addendum Numbers Received:


(Check the box next to each addendum received)

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

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

U.S. Bank National Association

Company



Authorized Signature

March 2, 2022

Date

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

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: U.S. Bank, N.A.

Authorized Signature: [Signature] Date: 3-5-22

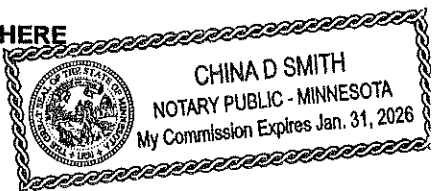
State of Minnesota

County of Hennepin, to-wit:

Taken, subscribed, and sworn to before me this 3 day of March, 2022

My Commission expires January, 31, 2026

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)

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@wvethics.com; website: www.wvethics.com.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: U.S. Bank, N.A. Address: 200 South Sixth Street
Minneapolis, MN 55402

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

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.

- Alorica, Inc. – Call center support provider
- Fiserv Output Solutions – Card fulfillment provider
- DialAmerica – Call center support provider
- Fineline Printing Group - Materials printer (Certified MBE in WV)
- Enacomm, Inc. – IVR provider

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.

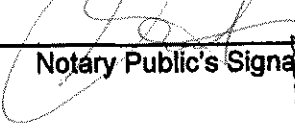
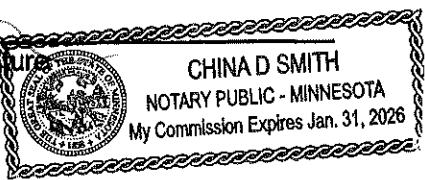
Signature:  Date Signed: 3-3-22

Notary Verification

State of Minnesota, County of Hennepin:

I, David Smith, 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 3rd day of March, 22.

Notary Public's Signature: 


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

Appendix A

Complete Solicitation Insurance Review

ReliaCard

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

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

D Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

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

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

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

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

Cyber Liability Insurance in an amount of: \$ 5 00 , 0 0 0 .0 0 per occurrence.

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

D Pollution Insurance in an amount of: _____ per occurrence.

D Aircraft Liability in an amount of: _____ per occurrence.

D

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

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

10. (Reserved)

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

\$1000 per month f Or each COUNTY in which an in-network ATM is not available after the 1st month period.

D Liquidated Damages Contained in the Specifications.

D Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commented [JJC1]: *As a national bank, Vendor is exempt from any requirement to have a state registration or local business license. In accordance with 12 CFR 7.4007(a), "[a] national bank may receive deposits and engage in any activity incidental to receiving deposits[.]" Further, 12 CFR 7.4007(b) states that "[a] national bank may exercise its deposit-taking powers without regard to state law limitations concerning: . . . (6) State licensing or registration requirements (except for purposes of service of process)[.]" Upon request, Vendor will provide documentation that shows the Office of the Comptroller of the Currency affirms that Vendor is a validly existing national bank in Good Standing authorized to provide banking services in all states of the United States.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

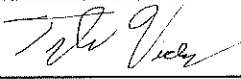
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for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

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

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

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

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.


Sales Manager, Government Prepaid Cards

(Name, Title)
Tyler Vickery, Sales Manager, Government Prepaid Cards

(Printed Name and Title)
Florida Home Based

(Address)
904.470.1990 / 612.973 .2918

(Phone Number) / (Fax Number)
tyler.vickery@usbank.com


(email address)

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

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

U.S. Bank National Association

(Company)


David Smith, Senior Vice President, General Manager

(Authorized Signature) (Representative Name, Title)

David Smith, Senior Vice President, General Manager

(Printed Name and Title of Authorized Representative)

March 2, 2022

(Date)

612.973.2003 612.973.2918

(Phone Number) (Fax Number)

Appendix B

ReliaCard Standard Agreement

ReliaCard

PREPAID DEBIT CARD AGREEMENT

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

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

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

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

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

Article 1 DEFINITIONS

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

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

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

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

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

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

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

“ATM” means an automated teller machine.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Disbursement Amount” refers to the dollar value to be loaded onto a Cardholder’s Account.

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

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

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

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

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

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

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

“Personalized Card” means a Card issued pursuant the Program for a particular Cardholder that bears the respective Cardholder’s name.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2
PROGRAM LAUNCH

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

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

Article 3
MARKS AND LOGOS

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

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

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

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

Article 4 RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance.

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

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

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

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

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

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

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

4.2 Design and Manufacture of Cards.

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

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

4.3 Design of Statements and Card Collateral.

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

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

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

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

4.6 Provision of Program Information.

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

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

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

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

Article 5 RESPONSIBILITIES OF CLIENT

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

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

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

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

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

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

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

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

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

Article 6

PROGRAM POLICIES AND ACCOUNT ATTRIBUTES

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

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

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

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

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

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

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

Article 7 EXCLUSIVITY

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

Article 8 INDEMNIFICATION

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

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

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

Article 9 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

Article 10 CONFIDENTIALITY

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

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

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

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

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

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

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

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

Article 11 TERM AND TERMINATION

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

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

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

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

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

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

POST-TERMINATION PROVISIONS

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

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

Article 13

DAMAGES AND LIMITATIONS OF LIABILITY

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

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

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

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

Article 14

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

If to Client:
CLIENT
Address
City, State, Zip
Attn:

If to U.S. Bank:
U.S. Bank National Association
200 South 6th Street, EP-MN-L16C
Minneapolis, MN 55402
Attn: SVP – Prepaid Debit Products

Copy to:
U.S. Bancorp Corporate Counsel
800 Nicollet Mall, BC-MN-H21N
Minneapolis, MN 55402
Attn: Retail Payment Solutions Counsel

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

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

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

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

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

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

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

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

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

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

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

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

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

STATE OF WEST VIRGINIA

By: _____

Name: _____

Title: _____

EXHIBIT A
PROGRAM DESCRIPTION

Core Elements

The Program will have the following core elements:

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

U.S. Bank Responsibilities

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

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

Client Responsibilities

Client shall be responsible for the following:

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

Timing

The targeted product rollout will be as follows:

- ❑ Kick-off meeting between U.S. Bank and Client
- ❑ Product “Friendly User” Testing
- ❑ Program Launch

**EXHIBIT B
FEE SCHEDULE**

TBD

EXHIBIT C CARD SECURITY GUIDELINES

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

Card Stock Ordering

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

Card Stock Storage

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

Card Stock Inventory

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

Card Stock Destruction

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

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

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

Appendix C

Fineline Printing Group Letter of Commitment

ReliaCard



FinelinePrintingGroup.com
317.872.4490 | 317.870.4410 Fax
8081 Zionsville Rd, Indianapolis, IN 46268

March 2, 2022

Tyler Vickery
US Bank - Public Sector Prepaid
Jacksonville, FL

Subject: State of West Virginia, Electronic Payment Card Services and Direct Deposit Services - Letter of Commitment

Dear Tyler,

Thank you for the opportunity to partner with US Bank on your proposal to the State of West Virginia, Department of Administration for Electronic Payment Card Services and Direct Deposit Services. Fineline Graphics, Inc. dba Fineline Printing Group is a West Virginia-certified state MBE, and we are pleased to participate with you on this RFP. This letter is also our commitment to abide by all state procurement regulations including all mandatory contract clauses as outlined in the RFP.

We look forward to assisting your firm with this RFP. We understand that there is no commitment for work by Fineline Printing Group unless the RFP activity results in a contract award with US Bank. Should the state sign a contract with US Bank, we will participate in the contract award by providing print and mail services required for the project.

It is anticipated that we will begin providing our services upon contract execution and continue on an as-needed basis throughout the duration of the contract.

Please let me know if you need anything further. Thank you for the opportunity.

Sincerely,

Lisa Young
Chief Operating Officer
Fineline Printing Group
LisaY@FinelinePrintingGroup.com



Appendix D

Reference Letters

ReliaCard

To Whom It May Concern,

Effective January 8, 2015, the City of Roanoke Redevelopment and Housing Authority began offering debit cards through US Bank as a payment method for residents to receive their utility allowances. The US Bank Prepaid/Government relations team has been a pleasure to work with.

US Bank has been a dependable business partner for our clients and for RRHA. I appreciate the communication we receive from US Bank when something might be affecting our business, as well as the responses to questions from our Relationship Manager. US Bank has allowed us to streamline a very complicated part of business and has made it easy for our residents to understand and use.

If you have any additional questions or need clarification, please feel free to contact me.

Thanks,

David Bustamante
Executive Director

City of Roanoke Redevelopment & Housing Authority
2624 Salem Turnpike, NW
Roanoke, VA 24017
(540) 983-9241 (office)
(540) 983-9200 (fax)
Website: www.rkehousing.org





STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Economic Services Administration, Division of Child Support
PO Box 9162 | Olympia WA 98507-9162 | MS 45860
DCS Website: <http://www.dshs.wa.gov/dcs/>

February 3, 2022

The Washington State Division of Child Support (DCS) most recently launched a U.S. Bank prepaid ReliaCard Program for child support effective June 2017. Washington State DCS was one of the first states to launch a U.S. Bank prepaid ReliaCard program for child support in December 2001 running through August 2014, when DCS changed banks as a result of a competitive Request for Proposals for banking and card services.

U.S. Bank ReliaCard program staff and representatives are extremely committed to customer service for DCS staff, as well as cardholders. They worked closely with DCS program and technical staff to design and launch a prepaid card program to meet DCS needs, while explaining and following all necessary regulations. They assisted with notification to existing cardholders and designed marketing materials for use through the transition and afterward.

As additional prepaid programs have been added to the U.S. Bank Government and Tribal Agency Footprint, bank staff recognized over time and specifically in response to the COVID impact, the need for increased customer service capacity. They added numerous Customer Service Call Centers throughout the United States and deployed over 40% of staff to a work-from-home environment for their safety and to ensure workforce availability. They expanded technology and server capacity to handle the huge increase in volume of calls and added capacity to their Interactive Voice Response (IVR) port capacity. They have made vast upgrades to their website, to include video capabilities for common topics, and increased marketing efforts with updated program messaging.

It has been a pleasure working with the U.S. Bank prepaid ReliaCard program staff. They have been very responsive and reliable for resolving any reported issues. DCS cardholders provide positive feedback to DCS staff regarding the U.S. Bank ReliaCard program.

Please feel free to contact me if I can be of any further assistance.

Wendy Cole-Deardorff
Department of Social and Health Services
EFT Program Senior Advisor/Accounting Services Manager
Division of Child Support
Work Cell (360) 529-7123
wendy.cole-deardorff@dshs.wa.gov

Eileen Emory

450 W. State St., Boise, ID 83702 - 208-334-5820 - eileen.emory@dhw.idaho.gov

March 4, 2022

Reference for:

US Bank - Prepaid Card Services

I have been working with US Bank for almost 7 years now after they took over our Direct Payment Card (DPC) option for our Child Support clients. The US Bank Prepaid/Government Relations team has been an honor to work with.

We partnered with US Bank in November of 2015 and the transition itself went extremely well. The team assigned to the transition was fantastic. All were extremely knowledgeable and addressed the concerns of the Department.

US Bank has been a very dependable business partner for our DPC client's and for the Department. I appreciate the communication we receive from US Bank when something might be impacting our business, as well as the quick responses to questions from our Relationship Manager. US Bank has been attentive when we have an issue or see a pattern occurring and they have been willing to try new things that are specific to our state.

If you have any additional questions or need clarification, please feel free to contact me.

Sincerely,

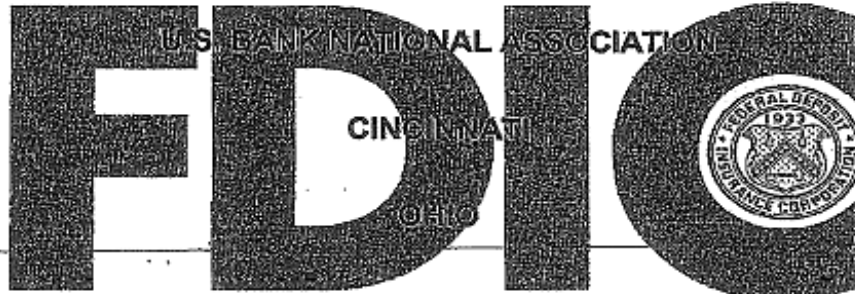
Appendix E

FDIC Certificate

ReliaCard

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. 6548

Attest: Robert L. Feldman
EXECUTIVE SECRETARY

In testimony whereof, witness my signature and the seal of the
Corporation this 4TH day of FEBRUARY, 2004

[Signature]
CHAIRMAN OF THE BOARD OF DIRECTORS

Appendix F

ReliaCard Welcome Packet

ReliaCard

Welcome to your U.S. Bank ReliaCard®.

Scan the QR code on your sticker to activate and start using your card today.

For a fast and easy card activation experience, follow the instructions below.

IMPORTANT: If you didn't apply for unemployment benefits and received this card in error, please call the state unemployment agency to report it. U.S. Bank only issues ReliaCards at the direction of the state unemployment agency.

Getting Started



Download the **U.S. ReliaCard Bank Mobile App** by searching "U.S. Bank ReliaCard" in the App Store® or Google Play™.



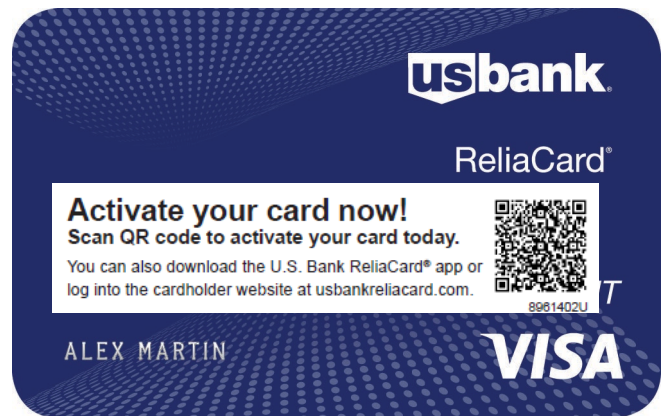
Activate your card via QR Code, mobile app or online at usbankreliacard.com.



Sign up for text¹ or email alerts on the mobile app or usbankreliacard.com



Enjoy peace of mind – Your card is protected² if lost or stolen and you may not be responsible for unauthorized transactions.



After you activate, scan the QR code to watch a short two-minute video on how to get the most out of your ReliaCard!

1. For text messages, standard messaging charges apply through your mobile carrier and message frequency depends on account settings.
2. You are generally protected from all liability for unauthorized transactions with Zero Liability. You must call the number on the back of your Card immediately to report any unauthorized use. Certain conditions and limitations may apply. See your Cardholder Agreement for details.

All trademarks and brand names belong to their respective owners. Use of these trademarks and brand names do not represent endorsement by or association with this card program. All rights reserved.

The ReliaCard is issued by U.S. Bank National Association pursuant to license from Visa U.S.A. Inc. © 2022 U.S. Bank. Member FDIC. USBXX_XXXX_1121



Bienvenido a su tarjeta U.S. Bank ReliaCard®.

Escanee el código QR en su etiqueta para activar y comenzar a utilizar hoy mismo su tarjeta.

Los servicios pueden estar disponibles solamente en inglés.

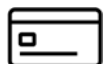
Para experimentar una rápida y fácil activación de la tarjeta, siga las instrucciones a continuación.

IMPORTANTE: Si no solicitó beneficios de desempleo y recibió esta tarjeta por error, llame a la agencia estatal de desempleo para reportarlo. U.S. Bank solamente emite tarjetas ReliaCard bajo la dirección de la agencia estatal de desempleo.

Cómo Empezar



Descargue la Aplicación Móvil de U.S. Bank ReliaCard al buscar “U.S. Bank ReliaCard” en la App Store® o en Google Play™.



Active su tarjeta a través del Código QR, de la aplicación móvil o en línea en usbankreliacard.com (en inglés).



Inscríbese para recibir alertas por texto¹ o por correo electrónico en la aplicación móvil o en usbankreliacard.com (en inglés).



Disfrute de la tranquilidad: su tarjeta está protegida² en caso de extravío o robo, y es posible que usted no sea responsable de transacciones no autorizadas.



Luego de activarla, escanee el código QR para ver un breve video de dos minutos sobre ¡cómo aprovechar al máximo su ReliaCard!

1. En el caso de mensajes de texto, se aplican cargos estándares de mensajería a través de su proveedor de telefonía móvil, y la frecuencia de los mensajes depende de la configuración de la cuenta.
2. Generalmente, usted está protegido con Cero Responsabilidad de toda obligación por transacciones no autorizadas. Debe llamar de inmediato al número en el dorso de su Tarjeta para reportar cualquier uso no autorizado. Se pueden aplicar ciertas condiciones y limitaciones. Consulte el Contrato para Titulares de Tarjetas para obtener detalles.

Todas las marcas y nombres comerciales pertenecen a sus respectivos dueños. El uso de estas marcas y nombres comerciales no representa un respaldo a este programa de tarjeta o una asociación con el mismo. Todos los derechos reservados.

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U.S. Bank ReliaCard® Fee Schedule

Program Name: <STATE> Unemployment

All fees	Amount	Details
Get cash		
ATM Withdrawal (in-network)	\$	This is our fee per withdrawal. "In-network" refers to the U.S. Bank or MoneyPass® or Allpoint® ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator.html or allpointnetwork.com .
ATM Withdrawal (out-of-network)	\$	This is our fee per withdrawal. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass or Allpoint ATM networks. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Teller Cash Withdrawal	\$	This is our fee for when you withdraw cash off your card from a teller at a bank or credit union that accepts Visa®.
Information		
ATM Balance Inquiry (in-network)	\$	This is our fee per inquiry. "In-network" refers to the U.S. Bank or MoneyPass or Allpoint ATM networks. Locations can be found at usbank.com/locations or moneypass.com/atm-locator.html or allpointnetwork.com .
ATM Balance Inquiry (out-of-network)	\$	This is our fee per inquiry. "Out-of-network" refers to all the ATMs outside of the U.S. Bank or MoneyPass or Allpoint ATM networks. You may also be charged a fee by the ATM operator.
Using your card outside the U.S.		
International Transaction	%	This is our fee which applies when you use your card for purchases at foreign merchants and for cash withdrawals from foreign ATMs and is a percentage of the transaction dollar amount, after any currency conversion. Some transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable network rules, and we do not control how these merchants, ATMs and transactions are classified for this purpose.
International ATM Withdrawal	\$	This is our fee per withdrawal. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
International ATM Balance Inquiry	\$	This is our fee per inquiry. You may also be charged a fee by the ATM operator.
Other		
Card Replacement	\$	This is our fee per replacement of a lost card mailed to you with standard delivery (up to 10 business days).
Card Replacement Expedited Delivery	\$	This is our fee for expedited delivery (up to 3 business days) charged in addition to any Card Replacement fee.
Transaction Limits		
For security reasons, there are limitations on the number and amount of transactions that you may perform with your Card. There may be additional limits on the amount, number or types of transactions you can make using your Card and for security reasons we do not disclose these limits. Daily limits are based on a rolling 24 hour period. Limits are subject to change from time to time. You will receive prior notice of such changes to the extent required by applicable law.		
Maximum Card Balance at any time	\$40,000	
Maximum Daily Debits	20 transactions and \$2,050 per day	
ATM Withdrawals	10 transactions and \$1,025 per day	
Purchases at the Point of Sale (including cash over the amount of purchase)	20 transactions and \$2,050 per transaction	
Teller Cash Withdrawals (at Visa member banks) (Financial Institutions may have lower limits)	2 transactions and \$1,525 per day	
Maximum Daily Credits	50 transactions and \$20,000 per day	
Returns and Refunds	May not exceed 4 transactions per day	
Bill Pay Transactions	10 transactions and \$2,000 per day 10 transactions and \$3,000 per week 20 transactions and \$5,000 per month	

Your funds are eligible for FDIC insurance. Your funds will be held at U.S. Bank National Association, an FDIC-insured institution, and are insured up to \$250,000 by the FDIC in the event U.S. Bank fails. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact Cardholder Services by calling 1-XXX-XXX-XXXX, by mail at P.O. Box 551617, Jacksonville, FL 32255 or visit usbankreliacard.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

Lista de Cargos de la Tarjeta U.S. Bank ReliaCard®

Nombre del Programa: <STATE> Unemployment

Todos los cargos	Monto	Detalles
Retiros de efectivo		
Retiro de Fondos en ATM (dentro de la red)	\$	Este es nuestro cargo por cada retiro de fondos. "Dentro de la red" se refiere a las redes de ATM de U.S. Bank, MoneyPass® y Allpoint®. Puede encontrar ubicaciones en usbank.com/locations (en inglés), moneypass.com/atm-locator.html (en inglés) y allpointnetwork.com (en inglés).
Retiro de Fondos en ATM (fuera de la red)	\$	Este es nuestro cargo por cada retiro de fondos. "Fuera de la red" se refiere a todos los ATM que se encuentran fuera de las redes de ATM de U.S. Bank, MoneyPass y Allpoint. El operador del ATM también puede cobrarle un cargo, incluso si no termina de realizar la transacción.
Retiro de Efectivo con Personal de Ventanilla	\$	Este es nuestro cargo por realizar un retiro de efectivo desde su tarjeta con la ayuda del personal de ventanilla en un banco o cooperativa de crédito que acepte Visa®.
Información		
Consulta de Saldo en ATM (dentro de la red)	\$	Este es nuestro cargo por cada consulta. "Dentro de la red" se refiere a las redes de ATM de U.S. Bank, MoneyPass y Allpoint. Puede encontrar ubicaciones en usbank.com/locations (en inglés), moneypass.com/atm-locator.html (en inglés) y allpointnetwork.com (en inglés).
Consulta de Saldo en ATM (fuera de la red)	\$	Este es nuestro cargo por cada consulta. "Fuera de la red" se refiere a todos los ATM que se encuentran fuera de las redes de ATM de U.S. Bank, MoneyPass y Allpoint. El operador del ATM también puede cobrarle un cargo.
Uso de su tarjeta fuera de los EE. UU.		
Transacción Internacional	%	Este es el cargo que cobramos y que se aplica al uso de su tarjeta para compras en comercios extranjeros y por retiros de efectivo en ATM extranjeros y es un porcentaje del monto en dólares de la transacción después de cualquier conversión de moneda. Algunas transacciones, aunque usted y/o el comercio o ATM estén ubicados en los Estados Unidos, se consideran transacciones en el extranjero conforme a las reglas aplicables de la red, y nosotros no tenemos control sobre cómo se clasifican estos comercios, ATM y transacciones para este fin.
Retiro de Fondos en ATM Internacional	\$	Este es nuestro cargo por cada retiro de fondos. El operador del ATM también puede cobrarle un cargo, incluso si no termina de realizar la transacción.
Consulta de Saldo en ATM Internacional	\$	Este es nuestro cargo por cada consulta. El operador del ATM también puede cobrarle un cargo.
Otros		
Reemplazo de Tarjeta	\$	Este es nuestro cargo por reemplazo de una tarjeta extraviada con servicio de entrega estándar (hasta 10 días hábiles).
Reemplazo de Tarjeta con Entrega Expresa	\$	Este es nuestro cargo por entrega expresa (hasta 3 días hábiles), adicional a cualquier cargo por Reemplazo de Tarjeta.
Límites de Transacciones		
Por motivos de seguridad, existen limitaciones en la cantidad y el monto de transacciones que puede realizar con su Tarjeta. Es posible que existan límites adicionales en el monto, número y tipo de transacciones que puede realizar utilizando su Tarjeta, y por motivos de seguridad no divulgaremos estos límites. Los límites diarios se basan en períodos renovables de 24 horas. Los límites están sujetos a modificaciones ocasionales. Recibirá un aviso previo sobre dichos cambios tal como lo exigen las leyes vigentes.		
Saldo Máximo de la Tarjeta en cualquier momento	\$40,000	
Débitos Diarios Máximos	20 transacciones y \$2,050 por día	
Retiro de Fondos en ATM	10 transacciones y \$1,025 por día	
Compras en el Punto de Venta (incluye dinero en efectivo además del monto de compra)	20 transacciones y \$2,050 por transacción	
Retiros de Efectivo con Personal de Ventanilla (en bancos miembros de Visa (las Instituciones Financieras pueden tener límites más bajos))	2 transacciones y \$1,525 por día	
Créditos Diarios Máximos	50 transacciones y \$20,000 por día	
Devoluciones y Reembolsos	No pueden exceder 4 transacciones por día	
Transacciones de Pago de Facturas	10 transacciones y \$2,000 por día 10 transacciones y \$3,000 por semana 20 transacciones y \$5,000 por mes	

Si bien esta comunicación de U.S. Bank se ofrece en español, las futuras comunicaciones de U.S. Bank y los documentos relacionados con sus acuerdos contractuales, divulgaciones, notificaciones y estados de cuenta, así como los servicios en Internet y de la banca móvil, pueden estar disponibles solamente en inglés. Usted debe poder leer y comprender estos documentos o tener asistencia en su traducción para poder entender y utilizar este producto o servicio. Los documentos en inglés están disponibles a petición suya.

Sus fondos son elegibles para el seguro FDIC. Sus fondos se conservarán en U.S. Bank National Association, una institución asegurada por la FDIC, y están asegurados por la FDIC hasta \$250,000 en caso de que U.S. Bank no lo haga. Consulte fdic.gov/deposit/deposits/prepaid.html (en inglés) para obtener detalles.

Sin prestación de sobregiro/crédito.

Comuníquese con Servicios para Titulares de Tarjetas, llamando al 1-XXX-XXX-XXXX, por correo a: Cardholder Services P.O. Box 551617, Jacksonville, FL 32255 o visite usbankreliacard.com (en inglés).

Para obtener información general sobre cuentas prepagadas, visite cfpb.gov/prepaid (en inglés). Si tiene alguna queja sobre una cuenta prepagada, llame a la Oficina para la Protección Financiera del Consumidor (Consumer Financial Protection Bureau) al 1-855-411-2372, o visite cfpb.gov/complaint (en inglés).

05870-36-405



IMPORTANT: If you didn't apply for unemployment benefits and received this card in error, please contact the <State Government > at **XX.gov** or **XXX.XXX.XXXX** to report it. U.S. Bank only issues ReliaCards at the direction of the state unemployment agency.



IMPORTANTE: Si no solicitó beneficios de desempleo y recibió esta tarjeta por error, contacte a la División de Seguridad del Empleo de <State> en **XX.gov** (en inglés) o al **XXX.XXX.XXXX** para reportarlo. U.S. Bank solamente emite tarjetas ReliaCard bajo la dirección de la agencia estatal de desempleo.

Los servicios pueden estar disponibles solamente en inglés.





Tarjeta U.S. Bank ReliaCard®

Tu opción confiable para recibir tus pagos gubernamentales



Realiza compras
Paga facturas
Controla gastos



La Tarjeta ReliaCard tiene beneficios diseñados para ti.



Los fondos se depositarán en tu tarjeta

Tus fondos se depositarán automáticamente en tu tarjeta.



Fácil visibilidad de cuenta

Revisa tu saldo en cualquier momento en la Aplicación Móvil. Programa alertas por mensaje de texto¹ y mantente al día.



Seguridad y protección

Tus fondos y tu saldo están protegidos si extravías o te roban tu tarjeta.²



Pago de Cuentas En Línea

Paga tus facturas³ en línea directamente a través del sitio web de tu emisor de facturas o inicia sesión en usbankreliacard.com.

Nota: es posible que esta función no esté disponible para todos los programas. Revisa el material del programa para conocer detalles adicionales.

Comienza

Activa tu tarjeta a través de la Aplicación Móvil de U.S. Bank ReliaCard o iniciando sesión en el sitio web para titulares de tarjeta en usbankreliacard.com.

Una vez que hayas activado tu tarjeta y se hayan agregado los fondos, estará lista para su uso en cualquier lugar donde se acepten tarjetas de débito Visa o Mastercard.

Y cuando contactes al Servicio de Atención al Cliente desde un teléfono celular, se te dará la opción de revisar tu historial de transacciones directamente en tu teléfono. Simplemente selecciona la opción para revisar el historial de transacciones en el teléfono desde el que llamas y recibirás un mensaje de texto de un solo uso con un enlace a tus transacciones.

También puedes hacerlo iniciando sesión en el sitio web para titulares de tarjetas en usbankreliacard.com.

Servicios para Titulares de Tarjetas:

Llama al número gratuito que aparece en el dorso de tu ReliaCard.



Si bien esta comunicación de U.S. Bank se ofrece en español, las futuras comunicaciones de U.S. Bank y los documentos relacionados con sus acuerdos contractuales, divulgaciones, notificaciones y estados de cuenta, así como los servicios en Internet y de la banca móvil, pueden estar disponibles solamente en inglés. Usted debe poder leer y comprender estos documentos o tener asistencia en su traducción para poder entender y utilizar este producto o servicio. Los documentos en inglés están disponibles a petición suya.

1 En el caso de mensajes de texto, se aplican cargos estándares de mensajería a través de su proveedor de telefonía móvil, y la frecuencia de los mensajes depende de la configuración de la cuenta.

2 Generalmente, usted tiene protección con Cero Responsabilidad de toda obligación por transacciones no autorizadas. Debe llamar de inmediato al número en el dorso de su Tarjeta para reportar cualquier uso no autorizado. Se pueden aplicar ciertas condiciones y limitaciones. Consulte su Contrato del Titular de Tarjeta para obtener detalles.

3 Se aplican límites de transacciones. Consulte la Lista de Cargos para detalles.

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Track spending
Pay bills
Make purchases



Your reliable choice to receive your government disbursements

U.S. Bank ReliaCard®

The ReliaCard has benefits designed for you.



Funds will be loaded to your card

Your funds will be automatically loaded to your card.



Easy account visibility

Check your balance anytime in the Mobile App. Set up text¹ alerts and stay up to date.



Secure and protected

Your funds – and your balance – are protected if your card is lost or stolen.²



Online Bill Pay

Pay your bills³ online directly through your billers' website or log onto usbankreliacard.com.

Note: this feature may not be available for all programs. Check your program materials for additional details.

Get started

Activate your card via the U.S. Bank ReliaCard Mobile App, or by logging into the cardholder website at usbankreliacard.com.

Once you've activated your card and funds have been added, it's ready to be used anywhere Visa or Mastercard debit cards are accepted.

Now, when you contact Customer Service from a cell phone, you'll be given the option to review your transaction history directly on your phone. Simply select the option to review transaction history on the phone you are calling from, and you'll receive a one-time text message with a link to your transactions.

You can also do this by logging into the cardholder website at usbankreliacard.com.

Cardholder Services:

Call the toll-free number on the back of your ReliaCard.



¹ For text messages, standard messaging charges apply through your mobile carrier and message frequency depends on account settings.

² You are generally protected from all liability for unauthorized transactions with Zero Liability. You must call the number on the back of your Card immediately to report any unauthorized use. Certain conditions and limitations may apply. See your Cardholder Agreement for details.

³ Transaction limits apply. See Fee Schedule for details.

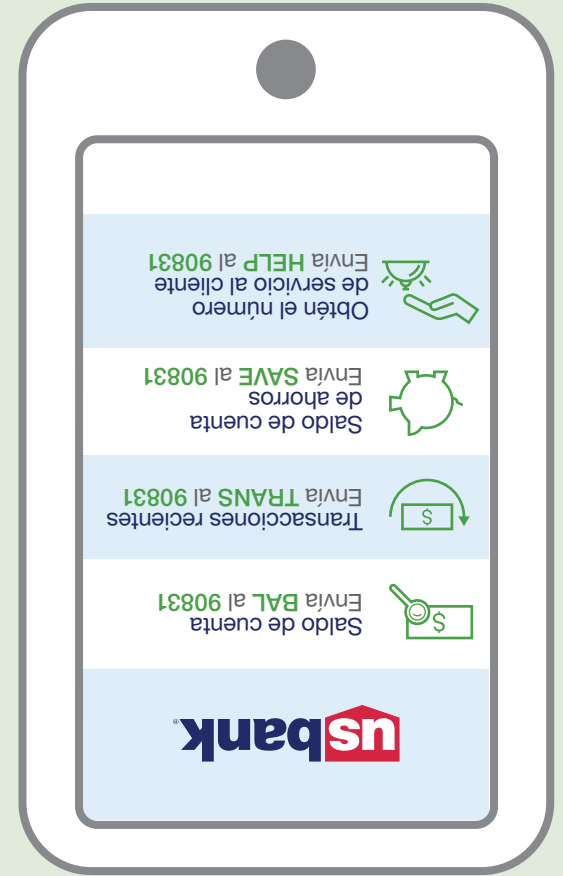
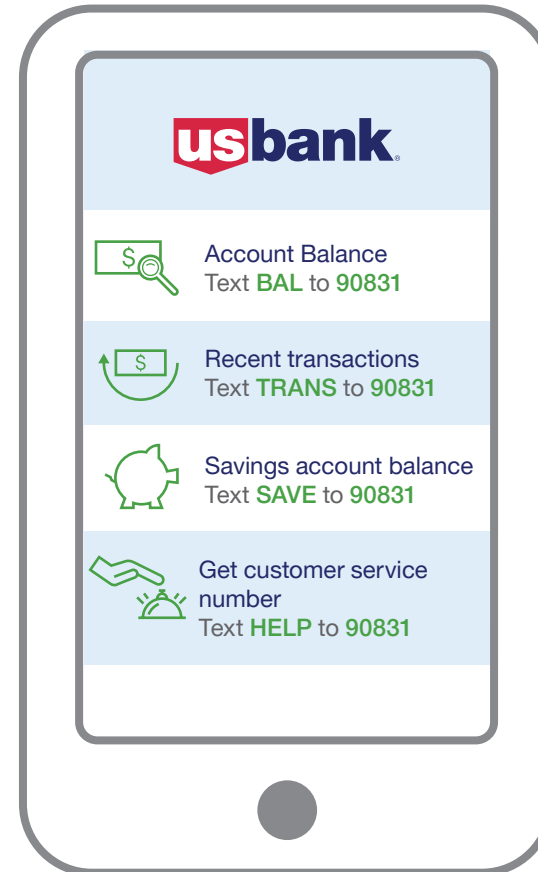
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Start taking advantage today with these easy tips.



Set up text¹ alerts so that you are alerted when your card is loaded and when your balance gets low. With simplified account access, your account information is always available.

Alerts are a convenient way to receive important and timely account information. Enroll in text¹ or email alerts.



Programa alertas por mensajes de texto¹ para que se te avise cuando tu tarjeta reciba fondos y cuando tu saldo sea bajo. Con acceso simplificado a la cuenta, la información de tu cuenta siempre está disponible. Las alertas son una manera conveniente de que los titulares de tarjeta reciban información importante y oportuna acerca de sus cuentas de tarjeta. Los titulares de tarjeta se pueden inscribir para recibir alertas por mensaje de texto¹ o correo electrónico.



Empieza a beneficiarte hoy mismo con estos sencillos consejos.

make using the Card or Account. Fees and Transaction Limits are incorporated into this Agreement by reference and are subject to change from time to time. You will receive prior notice of Fee and Transaction Limit changes to the extent required by applicable law. You may receive a copy of the Fee Schedule and Transaction Limits by calling us toll free at 855-282-6161 or you may view them online at www.usbankreliacard.com.

HOW TO OBTAIN ACCOUNT INFORMATION

5. Account Information

A. You can view your Account online at www.usbankreliacard.com or call us at 855-282-6161 to find out whether or not a load has been made.

B. You may obtain Account balances and review Account activity by visiting www.usbankreliacard.com, accessing the ReliaCard Mobile App (“Mobile App”), or calling 855-282-6161. You can access a 12-month history of Account transactions online at www.usbankreliacard.com. You will be able to view statement information online at www.usbankreliacard.com. The statement will describe all Account activity during the statement period.

C. You also have the right to obtain a 24-month written history of Account transactions, recurring monthly paper statements and/or a single-month paper statement by visiting www.usbankreliacard.com, calling 855-282-6161, or by writing us at ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255. You will not be charged a fee for this information. Recurring paper statements may not be available during a month in which a transaction did not occur.

D. You can get a receipt at the time you make any transfer to or from your Account using an ATM or point of sale terminal.

6. Contact Information and Business Days and Hours. For general inquiries by mail, write us at: The ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255. For service inquiries and/or to report your Card lost or stolen, call 855-282-6161, 24 hours a day, 7 days a week. Our business days are Monday through Friday. Holidays are not included.

7. Mobile Alerts. You may enroll to receive electronic notifications (“Alerts”) relating to your Account online at www.usbankreliacard.com, via the Mobile App, or by calling 855-282-6161. You may manage or cancel Alerts at any time online at www.usbankreliacard.com, via the Mobile App, or by calling 855-282-6161. Alerts will be sent via SMS / text message to a mobile phone, handheld, or other wireless device or by email as designated by you. This service allows you to request and receive certain messages about your Account. You may elect to receive Alerts relating to specific transactions on your Account. Once you have logged in, you may choose which Alerts you would like to receive and a limited number of electronic addresses (which electronic addresses may include email addresses and any devices accepting text messages) to which the Alerts will be sent. Alerts will be sent each day, at various times, when transactions occur that meet your specified criteria. You understand and agree that Alerts will not be sent on a “real time” basis, but will rather be sent at the next scheduled delivery time after the specified transaction event occurs. We reserve the right to change the frequency or timing of Alerts, at any time and from time to time. Alerts are not intended to replace your Account statements or any other communications we may provide to you regarding your Account. You are responsible for and must provide all telephone and other equipment, software, and services necessary to receive Alerts. By enrolling in Alerts and providing us with your cellular phone number, you consent to receiving SMS messages related to Alerts. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such devices. You agree to notify us of any change to your electronic addresses in order to ensure continued delivery of your Alerts. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. We are not responsible for any failures on the part of your telecommunications, internet and/or email provider to properly enable your receipt of Alerts.

IMPORTANT INFORMATION ABOUT USING YOUR CARD

8. Holds Upon Authorization. Transactions with some merchants – restaurants, car rental agencies, hotels, salons, mail-order companies, cruise lines and pay-at-the-pump gas stations, for example – will authorize in an amount greater than your purchase. If you do not have available funds in the amount requested in the authorization, then your transaction will be declined. If the transaction is authorized, funds in the authorized amount will be held and will not be available for other purchases. The authorized amount will be held until the transaction posts to your Account. Transaction posting can generally take up to 10 days, except for certain travel and lodging related authorizations that can take up to 21 days. In some cases, the authorization amount will be held even if you do not complete your transaction.

9. Split Transactions; Rescinded Transactions; Failure to Honor

A. If you do not have enough money in your Account to complete a particular transaction, you may split your purchases between your Card and another form of payment. Tell the cashier how much you want to pay first with your Card. If you do not know your exact balance, please call customer service at 855-282-6161 to verify your balance prior to attempting to make a purchase. Please note, not all merchants permit this type of split transaction.

B. If you authorize a purchase but do not make the purchase as planned, the authorized amount will be held until the authorization expires or the merchant releases the hold, which may take up to seven days.

C. Neither we nor any other bank or business will be liable to you for failure to accept or honor the Card.

10. Preauthorized Payments

A. *Right to stop payment and procedure for doing so.* If you have preauthorized payments with your Card, you can stop any of these payments. Here’s how: Call us at 855-282-6161 or write us at ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255, in time for us to receive your request three 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.

B. *Notice of varying amounts.* If these regular payments 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 payment three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

11. Returns and Refund. If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant’s policies or applicable laws. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card in place of cash.

12. Payment. Each time you use your Card, the amount of the transaction will be debited from your Account. You may not be allowed to exceed the balance available in your Account by any individual or series of purchases. Nevertheless, if you make a purchase that exceeds the balance in your Account (an “overdraft”), you will be fully responsible for the amount of your purchase that exceeded the balance in your Account. We also reserve the right to automatically debit such overdrafts from current or future money deposited to your Account or any other account you have with us. In such case, you agree to be responsible for payment to us for all overdrafts.

13. Using Your Card in a Foreign Country

For Visa Cards: You may use your Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the “foreign fee” described below to those transactions. We do not control how these merchants, ATMs and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account. If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted into U.S. Dollars according to the applicable rates established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. If you use your Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. If you use your Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network’s respective currency conversion rules then in effect (as explained above). We may assess a foreign fee, calculated as a percentage of your transaction amount. The percentage, if any, is listed on the Fee Schedule. We may assess the “foreign fee” on all foreign transactions, even in transactions that do not require currency to be converted.

For Mastercard Cards: You may use your Card for retail purchases at foreign (outside the United States) merchants and for cash withdrawals from foreign ATMs that bear either the Cirrus or the Mastercard Acceptance Marks. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Mastercard rules, in which case we will add the “foreign fee” described below to those transactions. We do not control how these merchants, ATMs and transactions are classified for this purpose. If you use your Card at a merchant or ATM that bears these Acceptance Marks, Mastercard International Incorporated will convert the transaction into a U.S. Dollar amount using its currency conversion procedure. The currency conversion rate used by Mastercard International to determine the transaction amount in U.S. Dollars is generally either a government mandated rate or a wholesale rate determined by Mastercard International for the processing cycle in which the transaction is processed. We may assess a foreign fee calculated as a percentage (%) of your transaction amount.

The percentage, if any, is listed on the Fee Schedule. We may assess the “foreign fee” on all foreign transactions, even in transactions that do not require currency to be converted.

14. Other Terms. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Your Card may not be used for any unlawful purpose. You agree that you will not use your Card for illegal internet-gambling or any transaction that is illegal under applicable law, or not permitted by network rules.

15. Contact in the Event of Loss, Theft or Unauthorized Use; Your Liability for Unauthorized Transactions

A. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe an electronic fund transfer has been performed without your permission. Telephoning is the best way of notifying us and keeping your possible losses down. You may contact us by calling us toll-free at 855-282-6161 or by writing us at ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255. If your Card has been lost or stolen, we will close your Card.

B. *Zero Liability.* You are generally protected from all liability for unauthorized transactions. However, if you do not tell us within 60 days after the earlier of the date you electronically access your Account, if the transaction could be viewed in your electronic history, or the date we sent the first statement or transaction history on which the unauthorized transfer appears, you may not get back any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. Alternatively, we may require you to report an unauthorized transaction(s) within 120 days after the transfer or transaction allegedly in error was credited or debited to your Account.

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

16. Your Right to Dispute Errors

A. In case of errors or questions about your Card, call 855-282-6161 or write to ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255, as soon as you can if you think your statement, transaction history, or receipt is wrong or if you need more information about a transaction listed on the statement, transaction history, or receipt. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. Alternatively, we may require you to report an unauthorized transaction(s) within 120 days after the transfer or transaction allegedly in error was credited or debited to your Account. You may request a written history of your transactions at any time by calling us at 855-282-6161 or writing us at ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255.

B. You will need to tell us:

- Your name and your U.S. Bank ReliaCard Card number.
- The dollar amount of the suspected error.
- Approximately when the error took place.
- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

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

D. 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 provisionally 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 until the investigation is complete, although we will still investigate your complaint or question. For errors involving new Cards (open less than 30 days), point of sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to provisionally credit your Card for the amount you think is in error. We will tell you the results within three business days after completing our investigation.

E. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation. If we have issued provisional credit to you and there is no error, the amount of that credit will be subtracted from your Card. We will give you advance notice of the amount and date of the debit against your Card for that credit.

F. If you need more information about our error-resolution procedures, call us at the telephone number shown above.

17. 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 with 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.

(ii) If the automated teller machine where you are making the transfer does not have enough cash.

(iii) If the terminal system was not functioning properly and you were aware of that when you started the transfer.

(iv) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(v) There may be other exceptions stated in our agreement with you.

OUR RIGHTS UNDER THE AGREEMENT

18. Amendment, Termination and Other Rights. We may at any time change or terminate these terms and conditions, or transfer our rights under this Agreement. We do not give up our rights by delaying or failing to exercise them at any time. If any term of this Agreement is found by a court to be illegal or unenforceable; all other terms will still be in effect. Refer to www.usbankreliacard.com for the most current version of the Agreement. You will be notified of any change in the manner required by applicable law. However, if the change is made for security purposes, we can implement such change without prior notice. We may terminate or suspend this Agreement or any features or services of the Card described herein at any time. You may close your Account as permitted by your government program. Account termination or closure, whether by you or us, will not affect prior transactions or obligations relating to your Account existing at the time of termination. From time to time, we may monitor telephone calls you make to us or our agents.

DISCLOSURE OF CARD INFORMATION

19. We will disclose information to third parties about your Card and Account or the transfers you make: (i) where it is necessary for completing transfers, (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission.

ADDITIONAL INFORMATION

20. Program Information. You are electing to participate in the ReliaCard Card program authorized by your government agency that may be discontinued at some time in the future. If the program is discontinued, you will be notified in advance and given information about how to receive future payments by an alternate means. This program is provided by U.S. Bank National Association, which may contact you from time to time about this program or other services related to this program.

21. Role of Your Government Agency

A. Your government agency is responsible for transferring funds to us to load into your Account. These funds will be transferred by your government agency to us and loaded into your Account by us according to the schedule agreed to by your government agency and us. We have no obligation to you in the event your government agency delays in providing or fails to provide funds to your Account.

B. Your government agency may retain the right to deduct funds from the Account in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept instructions from your government agency to credit or debit funds to or from your Account and, in the case of a debit, to return those funds to your government agency. If you have a dispute with your government agency about the amount that the government agency loads onto or deducts from your Account, you agree to not involve us in that dispute and to resolve that dispute solely with your government agency.

C. You acknowledge and agree that except as set forth in this section, your government agency shall not be liable for any claims by you in connection with this Agreement.

22. Use by Others; Secondary Card

A. The person to whom the Card and Account was first issued is the “Primary Account Holder”. The Primary Account Holder is at all times liable and responsible for all transactions, fees, and other activity with respect to the Card, Account and any Secondary Card (as defined below). Except by requesting a Secondary Card (as described below), you may not permit another person to have access to your Card or Account. If you do provide access to your Card or Account to another person, you are liable for all transactions and fees incurred by such person. You must notify us in writing to revoke permission for any person you previously authorized to use or access your Card or Account.

B. If your program permits an additional Card to be issued to access your Account (a “Secondary Card”), the Primary Account Holder may request we issue a Secondary Card to a trusted person who is 13 years of age or older (the “Secondary Cardholder”). We reserve the right to refuse any Secondary Card request. The Primary Account Holder is at all times liable and responsible for all transactions, fees, and other activity with respect to the Secondary Card. The holder of the Secondary Card may report that Card as lost or stolen. The Secondary Cardholder may not request additional Cards to access the Account, but in other respects may have the same ability as the Primary Account Holder to access information or make decisions regarding the Card or Account. We reserve the right to require the Primary Account Holder to make or approve particular decisions in our discretion. If you wish to terminate the authority of the Secondary Cardholder, you must call us at 855-282-6161 to request revocation of the Secondary Cardholder’s access to your Account. The Primary Account Holder will continue to be liable for all transactions, fees

and other activity resulting from continued use of the Secondary Card unless you request that we cancel all of your Cards and issue a replacement Card for you. A fee for Card replacement may apply. See the Fee Schedule for details. Terminating the Secondary Card may require that we cancel all your Cards. As with all card cancellations, you will not have access to your Account until a replacement Card is received and activated by you. To the extent permitted by law, you are also liable and responsible for all costs and expenses, including attorneys’ fees, that we incur enforcing these rules governing the Secondary Card.

23. Cellular Phone Contact Policy. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

24. Bill Pay Service

A. The following terms and conditions apply to your use of the bill pay service (“Bill Pay Service”), which may or may not be enabled by the funder of your Account. The Bill Pay Service is available online at www.usbankreliacard.com. After you set up a Payee, you may also call us at 855-282-6161 to schedule a payment.

B. To use the Bill Pay Service, you must first setup a Payee online. A “Payee” is a company or individual in the United States that sends you bills and that you choose to pay through the Bill Pay Service. If your Payee is a large national or regional biller (e.g., a utility company or an insurance company), the Bill Pay Service may utilize Mastercard’s Remote Payment Processing Service (RPPS) to process bill payments (“Bill Payments”) to this Payee. If your Payee is a smaller biller or an individual (e.g., a landlord), the Bill Pay Service may send a paper check to this Payee. In this case, you are required to enter a correct and complete address for this Payee. You authorize us to process the Bill Payments permitted under these terms and conditions for you as requested by you from time to time, and you authorize us to post transactions to your Account as directed.

C. You are responsible for providing accurate account information and the necessary address information to ensure funds are applied to the correct account and delivered to the correct address. Inaccurate account data or address information may cause Bill Payments to fail or be misdirected. We reserve the right to refuse to make payments to certain Payees in our sole discretion.

D. You may schedule a one-time Bill Payment or preauthorized recurring Bill Payments in a fixed amount. If you schedule a Bill Payment for the current date, you authorize us to debit your Account immediately in the amount of the Bill Payment plus any applicable fees.

(i) If the Account balance is not sufficient for the Bill Payment plus applicable fees, you will receive an error notice of Insufficient Funds and the Bill Payment will have a status of **Failed**.

(ii) If the Account balance is sufficient, the Bill Payment will have a status of **Pending**.

(iii) If you schedule a Bill Payment for a date in the future, the Bill Payment will have a status of **Scheduled**. We will start processing a Scheduled Bill Payment on its payment date (“Payment Date”). You authorize us to debit your Account on the Payment Date, in the amount of the Bill Payment, plus any applicable fees.

(iv) If, on the Payment Date for a Scheduled Bill Payment, the Account balance is not sufficient for the Bill Payment plus applicable fees, the Bill Payment status will change to **Failed**.

(v) If, on the Payment Date for a Scheduled Bill Payment, the Account balance is sufficient, the Bill Payment status will change to **Pending**.

E. We shall use reasonable efforts to properly and timely make your Bill Payments as directed by you. However, we cannot guarantee that any Bill Payment will be received by the payment due date. We are not responsible for any costs, late fees or other damages incurred if Bill Payments are not received by the Payee on or before the payment due date and we followed your instructions. You must schedule Bill Payments at least four business days prior to their due dates to ensure adequate time to process the Bill Payments and allow the Payees to credit your account with them.

F. Bill Payments are processed on business days. Bill Payments scheduled before 8:00 P.M. Central Time are submitted for processing on the same business day. Bill Payments scheduled on or after 8:00 P.M. are submitted for processing the next business day. If your Scheduled Bill Payment falls on a non-business day, the payment will be processed on the next business day.

G. Refer to the transaction limits table (“Transaction Limits”) below your Fee Schedule for the Bill Pay transaction limits.

H. If the Bill Payment cannot be processed for any reason, the Bill Payment status will be a “Failed” status. We are responsible for errors caused by our failure to initiate or cancel a payment according to your properly transmitted instructions. We are not responsible for nonpayment, late fees or other damages incurred due to other failed Bill Payments. Failed Bill Payments will be credited to your Account within five business days of the notification by RPPS or the Payee that the Bill Payment failed. If a Bill Payment fails because of insufficient funds, you should notify the Payee immediately and make the necessary arrangements to reschedule payment. If you believe an error has occurred, you should report it immediately using the error resolution process described in the “Your Right to Dispute Errors” section above.

I. You may cancel any payment in a Pending or Scheduled Status. If the Payment is Pending you

must call us at 855-282-6161 prior to 8:00 P.M. Central Time to cancel the payment. If the payment is Scheduled you can cancel it online at www.usbankreliacard.com or you may call us at 855-282-6161. You understand and agree that once we have begun processing a payment it cannot be cancelled. If the payment has been submitted for processing, it will be necessary to contact the Payee directly to reverse any payments made through this Bill Pay Service. Bill Payment fees (if applicable) are not refunded if Pending Bill Payments are cancelled and a cancellation fee may apply. Refer to the Preauthorized Payments section above for your right to stop payment of preauthorized transfers.

J. We are under no obligation to notify you if we do not complete a Bill Payment for any reason. We may send you notices by email related to the Bill Pay Service including when a payment fails if you have provided us with a current email address. To update your email address, select Update My Card from the website. You understand and agree that email notices will not be sent on a “real time” basis, but will rather be sent at the next scheduled delivery time after a payment event occurs. We reserve the right to change the frequency or timing of email notices, at any time and from time to time. Email notices are not intended to replace your Card or Account information available to you on the website.

K. For Bill Payment error resolution, please refer to the “Your Right to Dispute Errors” section above.

L. We may cancel the Bill Pay Service at any time in our sole discretion.

25. ARBITRATION

A. This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. This Arbitration Provision shall not apply to a party who is a covered borrower under the Military Lending Act. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.

B. Arbitration Rules: In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration Association (“AAA”) (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000.00 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1.800.778.7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

C. Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator’s decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

D. Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

CONTRATO PARA TITULARES DE LA TARJETA RELIACARD®

(A partir del 6/1/2018)

TÉRMINOS Y CONDICIONES PARA LA TARJETA RELIACARD

Al activar, aceptar y/o usar la tarjeta ReliaCard (“Tarjeta”), usted acepta cumplir los Términos y Condiciones incluidos en este Contrato para titulares de la tarjeta ReliaCard (“Contrato”), que registró su uso de la Tarjeta y de la Cuenta. Su Tarjeta es una tarjeta de débito prepagada de Visa® o Mastercard® recargable emitida por U.S. Bank National Association (“U.S. Bank”), y su Tarjeta tiene acceso a su cuenta de ReliaCard (“Cuenta”). “Usted” y “su” se refieren a la persona o las personas que recibieron la Tarjeta de U.S. Bank y están autorizadas a usar la Tarjeta y la Cuenta como se indica en este Contrato. “Nosotros” y “nuestro” se refieren a U.S. Bank, nuestros sucesores, afiliados o designados. Lea detenidamente este Contrato y consérvelo para futuras referencias. Las leyes del estado de Ohio regirán la interpretación de este Contrato, sin dar efecto a conflictos de los principios legales de los estados que pueda causar la aplicación de la ley de otro estado.

Su Tarjeta y su Cuenta se han abierto en relación con un programa gubernamental. La Tarjeta y la Cuenta no están conectadas en modo alguno con otra cuenta. No recibirá intereses sobre los fondos en su Cuenta. La Tarjeta no es una tarjeta de crédito. La Tarjeta no es para reventa. La Tarjeta es no transferible y podrá cancelarse, recuperarse o revocarse en cualquier momento sin previo aviso sujeto a la ley vigente. Es posible que nos neguemos a procesar una transacción si creemos que puede violar los términos de este Contrato. Los fondos en la Cuenta están asegurados por la Corporación Federal de Seguro de Depósitos (Federal Deposit Insurance Corporation, “FDIC”) hasta la cantidad máxima permitida por la ley.

ESTE CONTRATO CONTIENE UNA CLÁUSULA DE ARBITRAJE (INCLUIDA UNA EXENCIÓN DE DEMANDA COLECTIVA DE ARBITRAJE). ES IMPORTANTE QUE LEA DETENIDAMENTE LA SECCIÓN SOBRE ARBITRAJE.

INFORMACIÓN IMPORTANTE SOBRE PROCEDIMIENTOS PARA ABRIR UNA NUEVA CUENTA
Para ayudar al gobierno a luchar contra el financiamiento de actividades terroristas y de lavado de dinero, las leyes federales exigen que todas las instituciones financieras obtengan, verifiquen y registren información que identifique a toda persona que abra una cuenta. Con respecto a usted, esto significa que: Cuando abra una cuenta, es posible que solicitemos su nombre, dirección, fecha de nacimiento y otra información que nos permita identificarle. De ser necesario, también podemos solicitar ver su licencia de conducir u otros documentos de identificación.

CÓMO USAR SU TARJETA

1. Activación de su Tarjeta; selección de PIN. Puede activar su Tarjeta comunicándose con nosotros al 855-282-6161 (aceplamos llamadas de retrotransmisión) o en línea en www.usbankreliacard.com. Durante el proceso de activación, seleccionará un Número de identificación personal (“PIN”), que puede usar para realizar ciertas transacciones, como transacciones en el punto de venta o transacciones de ATM, cuando su programa se lo permita. La Tarjeta y el PIN se proporcionan para su uso y protección, y usted acepta asegurarse de que solo usted conozca su PIN (no escriba su PIN en la Tarjeta ni se lo diga a nadie) y acepta notificarnos de inmediato si su PIN se ha visto comprometido.

2. Cómo usar su Tarjeta. Puede usar su Tarjeta y su Cuenta para realizar los tipos de transacciones descritos en su Lista de cargos y Limitaciones sobre las transacciones, que pueden incluir:

- Pagar compras en tiendas y negocios que hayan acordado aceptar la Tarjeta (“transacciones en el punto de venta”).
- Realizar transacciones en cajeros automáticos (“ATM”).
- Obtener efectivo del personal bancario de ventanilla de un banco o una cooperativa de crédito que acepte la marca de la red en su Tarjeta.
- Transferir dinero desde su Cuenta a una cuenta de cheques o de ahorros en los Estados Unidos, si su programa lo permite. Dichas transferencias solo pueden efectuarse en línea en www.usbankreliacard.com. Una vez que se inician las transferencias, los tiempos de disponibilidad de fondos en la cuenta receptora variarán.

Es posible que se apliquen Cargos y límites de transacción. No todos los tipos de transacciones están disponibles para todos los programas. Consulte “Cargos y límites de transacción de tarjetas” para obtener más detalles.

3. Cómo cargar su Tarjeta. Su agencia gubernamental puede depositar dinero (depositar valor) en su Tarjeta en cualquier momento. El dinero depositado en la Cuenta está disponible para que usted lo use de acuerdo con este Contrato y con las reglas establecidas por su agencia gubernamental.

CARGOS Y LÍMITES DE TRANSACCIÓN DE TARJETAS

4. En algunas situaciones, se le cobrarán cargos por usar su Tarjeta o su Cuenta. Le cobraremos a usted y usted acepta pagar las cuotas y los cargos (colectivamente “Cargos”) descritos en la Lista de cargos que se incluye con su Tarjeta y que se puso a su disposición antes de su inscripción o durante su inscripción en el programa de Tarjetas. Los Cargos se deducirán automáticamente del saldo disponible en la Cuenta. Siempre que el saldo de la cuenta sea inferior al monto del cargo que se aplica, el saldo de su Cuenta se aplicará al monto del cargo. Los montos de cargos impagos se acumularán y se deducirán luego de realizado su próximo depósito. Es posible que tercos apliquen cargos adicionales. Los tipos de transacciones disponibles y las limitaciones vigentes sobre las transacciones se muestran en la tabla de límites de transacción (“Límites de transacción”) debajo de su Lista de cargos. Por motivos de seguridad, es posible que haya límites adicionales en el monto, la cantidad o el tipo de transacción que puede hacer con su Tarjeta o Cuenta. Los Cargos y Límites de transacción están incorporados en este Contrato como referencia y están sujetos a cambios de manera

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ocasional. Usted recibirá previo aviso de cambios en los Cargos y Límites de transacción en la medida en que así lo requiera la ley vigente. Puede recibir una copia de la Lista de cargos y los Límites de transacción llamándonos a la línea gratuita 855-282-6161 o puede verlos en línea en www.usbankreliacard.com.

CÓMO OBTENER LA INFORMACIÓN DE LA CUENTA

5. Información de la cuenta

- Puede ver su Cuenta en línea en www.usbankreliacard.com o llamarnos al 855-282-6161 para averiguar si se hizo algún depósito o no.
- Puede obtener los saldos de la cuenta y revisar la actividad de la cuenta visitando www.usbankreliacard.com, accediendo a la aplicación móvil de ReliaCard (“Aplicación móvil”) o llamando al 855-282-6161. Puede acceder a un historial de 12 meses de transacciones de cuenta en línea en www.usbankreliacard.com. Podrá consultar la información de su estado de cuenta en línea en www.usbankreliacard.com. El estado de cuenta describirá toda la actividad de la cuenta durante el período del estado de cuenta.
- También tiene derecho a obtener un historial por escrito de 24 meses de transacciones de cuenta, estados de cuenta impresos mensuales recurrentes y/o estados de cuenta impresos de un solo mes visitando www.usbankreliacard.com, llamando al 855-282-6161 o escribiéndonos a ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255, FL 32255. No se le cobrarán cargos por esta información. Es posible que los estados de cuenta impresos recurrentes no estén disponibles durante los meses en los que no se producen transacciones.
- Puede obtener un recibo en el momento en que realiza cualquier transferencia hacia o desde su Cuenta a través de un cajero automático o un terminal de punto de venta.

6. Información de contacto, días laborales y horarios de atención. Para consultas generales por correo postal, escribanos a: The ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255. Para consultas sobre el servicio y/o para informar que su Tarjeta ha sido robada o se ha extraviado, llame al 855-282-6161, las 24 horas del día, los 7 días de la semana. Nuestros días laborales son de lunes a viernes. No se incluyen los días feriados.

7. Alertas móviles. Puede inscribirse para recibir notificaciones electrónicas (“Alertas”) relacionadas con su Cuenta en línea enwww.usbankreliacard.com, a través de la aplicación móvil o llamando al 855-282-6161. Puede administrar o cancelar las Alertas en cualquier momento en línea en www.usbankreliacard.com, a través de la aplicación móvil o llamando al 855-282-6161. Las Alertas se enviarán por SMS/mensaje de texto a un teléfono móvil, dispositivo manual u otro dispositivo inalámbrico o por correo electrónico según usted lo designe. Este servicio le permite solicitar y recibir determinados mensajes acerca de su Cuenta. Puede elegir recibir Alertas relacionadas con transacciones específicas en su Cuenta. Una vez que haya iniciado sesión, puede elegir qué Alertas desea recibir y una cantidad limitada de direcciones electrónicas (las direcciones electrónicas pueden incluir direcciones de correo electrónico y cualquier dispositivo que reciba mensajes de texto) a las que se enviarán las Alertas. Las Alertas se enviarán, a distintas horas, cada día en el que se realicen transacciones que cumplan con el criterio que especificó. Usted comprende y acepta que las Alertas no se enviarán en “tiempo real”, sino que se enviarán en la próxima hora de entrega programada después de que se realice la transacción especificada. Nos reservamos el derecho de cambiar la frecuencia o la hora de las Alertas, en cualquier momento y de manera ocasional. Las Alertas no tienen el objetivo de reemplazar sus Estados de cuenta o cualquier otra comunicación que podamos proporcionarle respecto de su Cuenta. Usted es responsable del teléfono y de otros equipos, software y servicios necesarios para recibir las Alertas y debe proporcionarlos. Al inscribirse en las Alertas y proporcionararnos su número de teléfono celular, usted da su consentimiento para recibir mensajes de texto relacionados con las Alertas. Es posible que se apliquen los cargos de mensajería y de datos de su proveedor de telecomunicaciones, y usted es responsable por dichos cargos. En caso de que su dispositivo móvil o celular inscrito se extravié o sea robado, usted acepta actualizar su información de inscripción y hacer los cambios adecuados para desactivar el uso de dichos dispositivos. Usted acepta notificaciones sobre cualquier cambio en sus direcciones electrónicas para asegurar la entrega continua de sus Alertas. Usted comprende que hay riesgos asociados con el uso de un dispositivo móvil y que, en caso de robo o extravío, su información confidencial podría verse comprometida. No nos responsabilizamos de que su proveedor de telecomunicaciones, Internet y/o correo electrónico no habilite correctamente su recepción de las Alertas.

INFORMACIÓN IMPORTANTE SOBRE EL USO DE SU TARJETA

8. Retenciones al momento de la autorización. Las transacciones con algunos comercios (restaurantes, agencias de alquiler de automóviles, hoteles, peluquerías, compañías de pedido por correo, líneas de cruceros y gasolineras) se autorizarán en un monto superior a su compra. Si usted no tiene fondos disponibles por el monto solicitado en la autorización, su transacción será rechazada. Si la transacción es autorizada, los fondos por el monto autorizado se retendrán y no estarán disponibles para otras compras. El monto autorizado se retendrá hasta que la transacción se registre en su Cuenta. El registro de la transacción generalmente puede tardar hasta 10 días, salvo ciertas autorizaciones de viaje y alojamiento que pueden tardar hasta 21 días. En algunos casos, el monto de la autorización se retendrá aunque usted no complete su transacción.

9. Transacciones divididas; transacciones anuladas; falta de pago

- Si no tiene suficiente dinero en su Cuenta para completar una transacción en particular, puede dividir sus compras entre su Tarjeta y otra forma de pago. Digale al cajero cuánto desea pagar primero con su Tarjeta. Si no conoce su saldo exacto, llame a Servicio al Cliente al 855-282-6161 para verificar su saldo antes de intentar realizar una compra. Tenga en cuenta que no todos los comercios permiten este tipo de transacciones divididas.
- Si usted autoriza una compra pero no realiza la compra según lo planeado, el monto autorizado se retendrá hasta que la autorización se venza o el comercio libere la retención, lo que puede demorar hasta siete días.
- Si nosotros ni ningún otro banco o negocio seremos responsables en el caso de que la Tarjeta no se acepte o se pague.

10. Pagos previamente autorizados

A. *Derecho a realizar una suspensión de pago y procedimiento para hacerlo.* Si ha autorizado previamente pagos con su Tarjeta, puede detener cualquiera de estos pagos. Esto es lo que debe hacer. Llámenos al 855-282-6161 o escribanos a ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255, a tiempo para que recibamos su solicitud tres días laborales o más antes de la fecha para la que esté programado el pago. Si nos llama, es posible que también le solicitemos que presente su solicitud por escrito en un plazo de 14 días después de su llamada.

- Aviso de montos variables.* Si el monto de estos pagos regulares varía, la persona a la que le realizará el pago le informará, 10 días antes de cada pago, cuando se realizará y cuál será el monto. En lugar de esto, puede elegir recibir este aviso solo cuando el pago varíe por más de un monto determinado del pago anterior, o cuando el monto exceda determinados límites establecidos por usted.
- Responsabilidad por no realizar una suspensión de pago de una transferencia previamente autorizada.* Si usted nos solicita que suspendamos un pago tres días laborales o más antes de la fecha para la que esté programada la transferencia y no lo hacemos, nosotros seremos responsables por sus pérdidas o daños.

11. Devoluciones y reembolsos. Si se presenta un problema o una disputa con una compra de bienes o servicios, debe tratarlo directamente con el comercio involucrado. Las devoluciones y los reembolsos están sujetos a las políticas del comercio o a las leyes vigentes. Si, por algún motivo, tiene derecho a un reembolso por bienes o servicios obtenidos con su Tarjeta, usted acuerda aceptar créditos en su Tarjeta en lugar de efectivo.

12. Pago. Cada vez que use su Tarjeta, el monto de la transacción se debitará de su Cuenta. Es posible que no se le permita superar el saldo disponible en su Cuenta en cualquier compra individual o series de compras. Sin embargo, si realiza una compra que exceda el saldo en su Cuenta (un “sobregiro”), usted será plenamente responsable del monto de su compra que excedió el saldo en su Cuenta. También nos reservamos el derecho de debitar dichos sobregiros automáticamente del dinero actual o futuro que se deposite en su Cuenta o en cualquier otra cuenta que tenga con nosotros. En este caso, usted acepta ser responsable de pagarnos todos los sobregiros.

13. Cómo usar su Tarjeta fuera del país

Para Tarjetas Visa: Puede usar su Tarjeta para compras minoristas en comercios extranjeros (fuera de los Estados Unidos) y para retiros de efectivo de cajeros automáticos extranjeros que tengan el logotipo de PLUS System o de Visa. Algunas transacciones en comercios y en ATM, incluso si usted y/o el comercio o el cajero automático están ubicados en los Estados Unidos, se consideran transacciones extranjeras en virtud de las reglas vigentes de Visa, en cuyo caso agregaremos el “Cargo por Transacción en el Extranjero” que se describe a continuación para estas transacciones. No controlamos la manera en que se clasifican estos comercios, cajeros automáticos y transacciones para estos fines. La tasa de cambio vigente cuando se procesa la transacción puede diferir de la tasa vigente en la fecha de la transacción o en la fecha en que se registró la transacción en su Cuenta. Si usa su Tarjeta en un comercio o cajero automático que tiene el logotipo de Visa (y no el de PLUS System), la transacción se procesará a través del sistema de Visa y se convertirá a dólares de los EE. UU. de acuerdo con las reglas vigentes establecidas por Visa de manera ocasional. Para las transacciones procesadas a través de Visa, la transacción en moneda extranjera se convertirá a dólares de los EE. UU. al multiplicar el monto de moneda extranjera por (a) una tasa seleccionada por Visa de las tasas disponibles en los mercados mayoristas de moneda extranjera para la fecha de procesamiento central aplicable, cuya tasa puede variar de la tasa que recibe Visa, o (b) la tasa establecida por el gobierno vigente para la fecha de procesamiento central aplicable. Si usa su Tarjeta en un cajero automático que solo tiene el logotipo de PLUS System (y no el de Visa), la transacción se procesará a través de PLUS System y se convertirá a dólares de los EE. UU. a la tasa de cambio establecida, de manera ocasional, por el operador de ese cajero automático. Si usa su Tarjeta en un cajero automático que tiene el logotipo de Visa y de PLUS System, el operador del cajero automático determinará si le enviará la transacción a través de la red de Visa o de PLUS System con las reglas de conversión de moneda extranjera vigentes en ese momento (como se explica anteriormente). Podemos aplicar un Cargo por Transacción en el Extranjero, calculado como un porcentaje de su monto de la transacción. El porcentaje, si lo hubiera, se enumera en la Lista de cargos. Es posible que apliquemos el “Cargo por Transacción en el Extranjero” a todas las transacciones en el extranjero, inclusive las que no requieren que se convierta la moneda extranjera.

Para las tarjetas Mastercard: Puede usar su Tarjeta para compras minoristas en comercios extranjeros (fuera de los Estados Unidos) y para retiros de efectivo de cajeros automáticos extranjeros que tengan las marcas de aceptación de Mastercard o Citrus. Algunas transacciones en comercios y en ATM, incluso si usted y/o el comercio o el cajero automático están ubicados en los Estados Unidos, se consideran transacciones extranjeras en virtud de las reglas vigentes de Mastercard, en cuyo caso agregaremos el “Cargo por Transacción en el Extranjero” que se describe a continuación para esas transacciones. No controlamos la manera en que se clasifican estos comercios, cajeros automáticos y transacciones para estos fines. Si usa su Tarjeta en un comercio o un cajero automático que tiene estas marcas de aceptación, Mastercard International Incorporated convertirá la transacción a un monto en dólares de los EE. UU. a través de su procedimiento de conversión de moneda extranjera. La tasa de conversión de moneda extranjera que usa Mastercard International para determinar el monto de la transacción en dólares de los EE. UU. por lo general es una tasa establecida por el gobierno o una tasa de venta mayorista determinada por Mastercard International para el ciclo de procesamiento en el que se procesa la transacción. Podemos aplicar un Cargo por Transacción en el Extranjero, calculado como un porcentaje (%) de su monto de la transacción. El porcentaje, si lo hubiera, se enumera en la Lista de cargos. Es posible que apliquemos el “Cargo por Transacción en el Extranjero” a todas las transacciones en el extranjero, inclusive las que no requieren que se convierta la moneda extranjera.

- Otros términos. El uso de su Tarjeta está sujeto a todos los hábitos y las reglas vigentes de cualquier oficina de compensación u otra asociación involucrada en las transacciones. No se puede usar su Tarjeta para ningún fin ilegal. Usted acepta que no usará su Tarjeta para realizar apuestas ilegales por Internet o para cualquier transacción que sea ilegal en virtud de las leyes vigentes, o lo que no esté permitida por las reglas de la red.

15. Contacto en caso de extravío, robo o uso no autorizado; su responsabilidad por transacciones no autorizadas

A. *Informenos DE INMEDIATO* si cree que su Tarjeta o PIN se han extraviado o han sido robados, o si cree que se ha realizado una transferencia de fondos electrónica sin su permiso. Llámarnos por teléfono es la mejor manera de notificarnos y de reducir posibles pérdidas. Puede comunicarse con nosotros llamando a la línea gratuita 855-282-6161 o escribiéndonos a ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255. Si su Tarjeta se ha extraviado o ha sido robada, cerraremos su Tarjeta.

- Cero responsabilidad. Usted generalmente está protegido de toda responsabilidad por transacciones no autorizadas. Sin embargo, si no nos informa en un plazo de 60 días después de la primera fecha en que usted acceda a su Cuenta de manera electrónica, si la transacción pudo verse en su historial electrónico, o la fecha en que enviarnos el primer estado de cuenta o historial de transacciones en el que aparece la transferencia no autorizada, es posible que no recupere el dinero que perdió después de 60 días si podemos comprobar que podríamos haber evitado que alguien tomara el dinero si usted nos hubiera informado a tiempo. Como alternativa, podemos solicitarle que informe las transacciones no autorizadas dentro de los 120 días después de que la transferencia o transacción se acreditaron a su Cuenta o se debitaron de esta supuestamente por error.
- Si no nos informó por un motivo justificado (como un viaje largo o una internación en el hospital), extendaremos los plazos.

16. Su derecho a disputar errores

- En caso de errores o preguntas sobre su Tarjeta, llame al 855-282-6161 o escriba a ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255, tan pronto como pueda si cree que su estado de cuenta, historial de transacciones o recibo son incorrectos o si necesita más información acerca de una transacción incluida en el estado de cuenta, historial de transacciones o recibo. Debemos permitirle informar un error hasta 60 días después de la primera fecha en la que usted acceda electrónicamente a su Cuenta, si el error se podía ver en su historial electrónico, o de la fecha en que enviarnos el PRIMER historial impreso en el que apareció el error. Como alternativa, podemos solicitarle que informe las transacciones no autorizadas dentro de los 120 días después de que la transferencia o transacción se acreditaron a su Cuenta o se debitaron de esta supuestamente por error. Puede solicitar un historial impreso de sus transacciones en cualquier momento si nos llama al 855-282-6161 o nos escribe a ReliaCard Card Services, P.O. Box 551617, Jacksonville, FL 32255.
- Deberá proporcionarnos:
 - Su nombre y su número de tarjeta ReliaCard de U.S. Bank.
 - El monto en dólares del presunto error.
 - Aproximadamente cuándo se produjo el error.
 - Describa el error o la transacción de la que no está seguro y explique de la manera más clara posible por qué cree que es un error o por qué necesita más información.

- Si nos informa de manera oral, es posible que le solicitemos que nos envíe su queja o su pregunta por escrito en un plazo de 10 días laborales después de hablar con nosotros.
- Determinaremos si se produjo un error en un plazo de 10 días laborales después de hablar con usted y corregiremos cualquier error de inmediato. Sin embargo, si necesitamos más tiempo, puede tomarnos hasta 45 días investigar su queja o su pregunta. Si decidimos hacer esto, colocaremos un crédito provisional en su Cuenta en un plazo de 10 días laborales por el monto que usted piensa que corresponde al error, para que pueda usar el dinero durante el tiempo que nos tome completar nuestra investigación. Si le solicitamos que presente su queja o su pregunta por escrito y no la recibimos en un plazo de 10 días laborales, es posible que no acreditemos el dinero en su Cuenta hasta que se complete la investigación, pero aún investigaremos su queja o pregunta. Para los errores que implican nuevas Tarjetas (abiertas en un plazo menor a 30 días), transacciones iniciadas en el extranjero o en puntos de venta, es posible que tardemos hasta 90 días en investigar su queja o pregunta. Para las nuevas tarjetas, es posible que tardemos hasta 20 días laborales en acreditar el monto que cree que corresponde al error en su Tarjeta. Le informaremos los resultados en un plazo de tres días laborales después de completar nuestra investigación.
- Ei. Si decidimos que no hubo un error, le enviaremos una explicación por escrito en un plazo de tres días laborales después de finalizar nuestra investigación. Puede solicitar copias de los documentos que usamos en nuestra investigación. Si emitimos un crédito provisional para usted y no hubo un error, el monto de dicho crédito se restará de su Tarjeta. Le proporcionaremos un aviso previo sobre el monto y la fecha en que ese crédito se debitará de su Tarjeta.
- Si necesita más información sobre nuestros procedimientos de resolución de errores, llámenos al número de teléfono que se indica anteriormente.

- Nuestra responsabilidad.** Si no completamos una transferencia a o de su Cuenta a tiempo o por el monto correcto de acuerdo con nuestro contrato con usted, seremos responsables por sus pérdidas o daños con algunas excepciones. No seremos responsables, por ejemplo, en los siguientes casos:
 - Si, no por culpa nuestra, usted no tiene suficiente dinero en su Cuenta para realizar la transferencia.
 - Si el cajero automático en el que realiza la transferencia no tiene suficiente efectivo.
 - Si el sistema del terminal no estaba funcionando correctamente y usted lo sabía cuando inició la transferencia.
 - Si circunstancias fuera de nuestro control (como un incendio o una inundación) evitaron que se realice la transferencia, a pesar de las precauciones razonables que tomamos.
 - Es posible que haya otras excepciones establecidas en nuestro contrato con usted.

NUESTROS DERECHOS EN VIRTUD DEL CONTRATO

18. Modificación, finalización y otros derechos. Podemos, en cualquier momento, modificar o dar por finalizados estos Términos y Condiciones o transferir nuestros derechos en virtud de este Contrato. No renunciamos a nuestros derechos a demorar su ejercicio o al no ejercerlos en nuestro momento. Si un tribunal descubre que cualquiera de los términos de este Contrato es ilegal o no es ejecutable, todos los otros términos permanecerán vigentes. Visite [www.usbankreliacard.com](#) para consultar la versión más reciente del Contrato. Le informaremos cualquier cambio de la manera que lo exigen las leyes vigentes. Sin embargo,

si el cambio se realiza por razones de seguridad, podemos implementar dicho cambio sin aviso previo. Podemos dar por finalizado o suspender este Contrato o cualquier característica o servicio de la Tarjeta que se describa en el presente en cualquier momento. Puede cerrar su Cuenta según lo permita su programa gubernamental. La finalización o el cierre de la Cuenta, ya sea que lo haga usted o nosotros, no afectarán las transacciones u obligaciones previas relacionadas con su Cuenta existente al momento de la finalización. De manera ocasional, es posible que controlemos las llamadas telefónicas que usted nos hace o que le hace a nuestros agentes.

DIVULGACIÓN DE LA INFORMACIÓN DE LA TARJETA

19. Divulgaremos información a terceros sobre su Tarjeta y Cuenta o sobre las transferencias que usted hace en las siguientes situaciones: (i) cuando sea necesario para completar transferencias; (ii) para que un tercero verifique la existencia y la condición de su Cuenta, como una agencia de informes de crédito o un comercio; (iii) para cumplir con órdenes judiciales o de organismos gubernamentales; o (iv) si usted nos da su permiso por escrito.

INFORMACIÓN ADICIONAL

20. Información del programa. Usted está eligiendo participar en el programa de la Tarjeta ReliaCard autorizado por su agencia gubernamental, que puede ser discontinuado en algún momento en el futuro. Si el programa es discontinuado, usted será notificado por adelantado y recibirá información sobre cómo recibir pagos futuros por un medio alternativo. U.S. Bank National Association proporciona este programa, y puede comunicarse con usted, de manera ocasional, acerca de este programa u otros servicios relacionados con este programa.

21. Función de su agencia gubernamental

- Su agencia gubernamental es responsable de transferirnos fondos para depositar en su Cuenta. Estos fondos serán transferidos por su agencia gubernamental a nosotros y serán depositados en su Cuenta de acuerdo con el programa acordado por su agencia gubernamental y nosotros. No tenemos obligaciones con usted en el caso de que su agencia gubernamental se demore en proporcionar fondos a su Cuenta o no los proporcione.
- Su agencia gubernamental puede conservar el derecho a deducir fondos de la Cuenta para corregir un error o un sobregiro previo a usted o por otros motivos. Por el presente, usted nos autoriza a aceptar instrucciones de su agencia gubernamental para acreditar fondos a su Cuenta o para debitar fondos desde esta y, en el caso de un débito, a devolver esos fondos a su agencia gubernamental. Si tiene una disputa con su agencia gubernamental sobre el monto que la agencia gubernamental deposita en su Cuenta o deduce de esta, usted acepta no involucrarnos en esa disputa y resolver esa disputa exclusivamente con su agencia gubernamental.
- Usted reconoce y acepta que a excepción de lo establecido en esta sección, su agencia gubernamental no será responsable de ninguna reclamación que usted haga en relación con este Contrato.

22. Uso por otros; tarjeta secundaria

A. La primera persona a la que se emitió la Tarjeta y la Cuenta es el “Titular principal de la cuenta”. El Titular principal de la cuenta es responsable en todo momento de todas las transacciones, los cargos y otra actividad con respecto a la Tarjeta, la Cuenta y la Tarjeta secundaria (como se define a continuación). Excepto cuando se solicita una Tarjeta secundaria (como se describe a continuación), usted no debe permitir que otra persona tenga acceso a su Tarjeta o Cuenta. Si le da acceso a su Tarjeta o Cuenta a otra persona, usted es responsable de todas las transacciones y los cargos que realice dicha persona. Debe solicitarnos por escrito que anulemos el permiso para cualquier persona que usted haya autorizado previamente a usar su Tarjeta o Cuenta o a tener acceso a estas.

- Si su programa permite la emisión de una Tarjeta adicional para tener acceso a su Cuenta (una “Tarjeta secundaria”), el Titular principal de la cuenta puede solicitarnos la emisión de una Tarjeta secundaria para una persona de confianza de 13 años de edad o más (el “Titular secundario de la tarjeta”). Nos reservamos el derecho de rechazar la solicitud de una Tarjeta secundaria. El Titular principal de la cuenta es responsable en todo momento de todas las transacciones, los cargos y otra actividad con respecto a la Tarjeta secundaria. El titular de la Tarjeta secundaria puede informar que la Tarjeta se extravió o fue robada. El Titular secundario de la tarjeta no puede solicitar Tarjetas adicionales para acceder a la Cuenta, pero, en otros aspectos, tiene la misma capacidad que el Titular principal de la cuenta para acceder a la información o tomar decisiones sobre la Tarjeta o la Cuenta. Nos reservamos el derecho de solicitarle al Titular principal de la cuenta que tome o pruebe decisiones en particular a nuestro criterio. Si desea dar por finalizada la autoridad del Titular secundario de la tarjeta, debe llamarnos al 855-282-6161 para solicitar la revocación del acceso del Titular secundario de la tarjeta a su Cuenta. El Titular principal de la cuenta seguirá siendo responsable por todas las transacciones, los cargos y demás actividades que resulten del uso continuo de la Tarjeta secundaria a menos que solicite que cancelemos todas sus tarjetas y emitamos una Tarjeta de reemplazo para usted. Es posible que se aplique un cargo por las Tarjetas de reemplazo. Consulte la Lista de cargos para obtener detalles. Es posible que para anular la Tarjeta secundaria sea necesario cancelar todas sus Tarjetas. Al igual que con todas las cancelaciones de tarjetas, usted no tendrá acceso a su Cuenta hasta que reciba la Tarjeta de reemplazo y la active. En la medida en que lo permita la ley, usted también es responsable por todos los costos y gastos, incluidos los honorarios de abogados, en los que incurramos para el cumplimiento de las reglas que rigen la Tarjeta secundaria.

23. Política de contacto por teléfono celular. Al proporcionarnos un número de teléfono de un celular o de otro dispositivo inalámbrico, incluido un número que convierta luego a un número de teléfono celular, usted otorga su consentimiento expreso para recibir comunicaciones, lo que incluye, entre otros, llamadas de mensajes de voz artificiales o pregrabados, mensajes de texto y llamadas realizadas mediante un sistema de marcación telefónica automática, de nuestra parte y de nuestras filiales y agentes, a ese número. Este

consentimiento expreso se aplica a todo número de teléfono de este tipo que usted nos proporcione ahora o en el futuro, y permite estas llamadas para propósitos que no sean de marketing. Las llamadas y mensajes podrán incurrir en cargos de acceso por parte de su proveedor de telefonía celular.

24. Servicio de pago de cuentas

A. Los siguientes Términos y Condiciones se aplican a su uso del servicio de pago de cuentas (“Servicio de pago de cuentas”), que puede ser activado o no por el patrocinador de su Cuenta. El Servicio de pago de cuentas está disponible en línea en www.usbankreliacard.com. Después de configurar un Beneficiario, también puede llamarnos al 855-282-6161 para programar un pago.

- Para usar el Servicio de pago de cuentas, primero debe configurar un Beneficiario en línea. Un “Beneficiario” es una compañía o persona en los Estados Unidos que le envía facturas y a la que elige pagarle a través del Servicio de pago de cuentas. Si su Beneficiario es un gran emisor de cuentas nacional o regional (p. ej., una empresa de servicios públicos o una compañía de seguros), el Servicio de pago de cuentas podría utilizar el Servicio de procesamiento de pagos remotos de Mastercard (Remote Payment Processing Service, RPPS) para procesar los pagos de cuentas (“Pagos de cuentas”) para este Beneficiario. Si su Beneficiario es un emisor de cuentas más pequeño o una persona (p. ej., un arrendador), el Servicio de pago de cuentas podría enviarle a este Beneficiario un cheque impreso. En este caso, usted deberá proporcionar una dirección correcta y completa para este Beneficiario. Usted nos autoriza a procesar en su nombre los Pagos de cuentas permitidos en virtud de estos Términos y Condiciones según usted lo solicite de manera ocasional. Asimismo, nos autoriza a registrar transacciones en su Cuenta según sus instrucciones.

C. Usted es responsable de proporcionar la información correcta sobre la cuenta y la dirección necesaria para asegurarse de que los fondos se destinen a la cuenta correcta y se entreguen en la dirección correcta. Si los datos de la cuenta o de la dirección son incorrectos, no podrán efectuarse los Pagos de cuentas o serán destinados a la cuenta incorrecta. Nos reservamos el derecho de negarnos a efectuar pagos a ciertos Beneficiarios a nuestro exclusivo criterio.

D. Usted puede programar un Pago de cuentas único o pagos de cuentas recurrentes previamente autorizados por un monto fijo. Si usted programa un Pago de cuentas para la fecha actual, nos autoriza a debitar de su Cuenta inmediatamente el monto del Pago de cuentas más todos los cargos correspondientes.

- Si el saldo de la Cuenta no es suficiente para el Pago de cuentas más los cargos correspondientes, recibirá un aviso de error por fondos insuficientes y el estado del Pago de cuentas será fallido.
- Si el saldo de la Cuenta es suficiente, el estado del Pago de cuentas será pendiente.
- Si programa un Pago de cuentas para una fecha futura, el estado del Pago de cuentas será programado. Comenzaremos a procesar un Pago de cuentas programado en su fecha de pago (“Fecha de pago”). Usted nos autoriza a debitar de su Cuenta en la Fecha de pago el monto del Pago de cuentas, más todos los cargos correspondientes.
- Si, en la Fecha de pago de un Pago de cuentas programado, el saldo de la Cuenta no es suficiente para el Pago de cuentas más todos los cargos correspondientes, el estado del Pago de cuentas cambiará a fallido.
- Si, en la Fecha de pago de un Pago de cuentas programado, el saldo de la Cuenta es suficiente, el estado del Pago de cuentas cambiará a pendiente.

E. Tomaremos las medidas razonables para efectuar los Pagos de cuentas de manera correcta y puntual según sus instrucciones. Sin embargo, no podemos garantizar que todos los Pagos de cuentas se recibirán, a más tardar, en la fecha de vencimiento de pago. No somos responsables de ningún costo, cargo por pago atrasado u otros daños ocasionados si el beneficiario no recibe los Pagos de cuentas en la fecha de vencimiento de pago o antes y nosotros seguimos sus instrucciones. Usted debe programar los Pagos de cuentas al menos cuatro días laborales antes de las fechas de vencimiento correspondientes para asegurar el tiempo suficiente para procesarlos y permitir que los Beneficiarios acrediten el monto en su cuenta.

F. Los Pagos de cuentas se procesan los días laborales. Los Pagos de cuentas programados antes de las 8:00 p. m., hora del cenitro, se envían para su procesamiento el mismo día laboral. Los Pagos de cuentas programados a las 8:00 p. m. o después se envían para su procesamiento el siguiente día laboral. Si su Pago de cuentas programado cae en un día no laboral, el pago será procesado el siguiente día laboral.

G. Consulte la tabla de límites de transacción (“Límites de transacción”) debajo de su Lista de cargos para los límites de transacción para los Pagos de cuentas.

- Si por algún motivo, el Pago de cuentas no pudiera procesarse, el estado de pago de cuentas lo clasificará como “fallido”. Somos responsables de los errores causados por no iniciar o cancelar un pago de acuerdo con sus instrucciones adecuadamente transmitidas. No somos responsables por la falta de pago, los cargos por pago atrasado o demás daños en los que se pudiera incurrir debido a otros Pagos de cuentas fallidos. Los Pagos de cuentas fallidos se acreditarán a su Cuenta dentro de los cinco días laborales posteriores a la notificación de Pago de cuentas fallido por parte del RPPS o del Beneficiario. Si el Pago de cuentas es rechazado debido a fondos insuficientes, debe notificárselo al Beneficiario inmediatamente y hacer los arreglos necesarios para volver a programar el pago. Si cree que se produjo un error, debe informarlo de inmediato a través del proceso de resolución de errores descrito en la sección “Su derecho a disputar errores” arriba.
- Usted puede cancelar cualquier pago pendiente o programado. Si el pago está pendiente, debe llamarnos al 855-282-6161 antes de las 8:00 p. m., hora del cenro, para cancelarlo. Si el pago está programado, puede cancelarlo en línea en [www.usbankreliacard.com](#) o mediante el procedimiento al 855-282-6161. Usted comprende y acepta que, una vez que hayamos comenzado el procesamiento de un pago, no podrá cancelarse. Si el pago se ha enviado para su procesamiento, será necesario comunicarse con el Beneficiario directamente para revertir los pagos realizados a través de este Servicio de pago de cuentas. Los cargos por el Servicio de pago de cuentas (si corresponden) no se reembolsarán si los Pagos de cuentas pendientes se cancelan, y podría aplicarse un cargo de cancelación. Consulte la sección de Pagos previamente autorizados arriba para

obtener información sobre su derecho de suspensión de pago de transferencias previamente autorizadas.

- Si por algún motivo no pudiéramos completar un Pago de cuentas, no estamos obligados a notificarle el hecho. Si usted nos ha proporcionado una dirección de correo electrónico actual, podemos enviarle avisos por correo electrónico relacionados con el Servicio de pago de cuentas, incluido cuando un pago es rechazado. Para actualizar su dirección de correo electrónico, seleccione “Actualizar mi Tarjeta” en el sitio web. Usted comprende y acepta que los avisos no se enviarán en “tiempo real”, sino que se enviarán en la próxima hora de entrega programada después de que se realice el pago. Nos reservamos el derecho de cambiar la frecuencia o la hora de los avisos por correo electrónico, en cualquier momento y de manera ocasional. Los avisos por correo electrónico no pretenden reemplazar la información de su Tarjeta o Cuenta a su disposición en el sitio web.

- Para la solución de errores en el Pago de cuentas, consulte la sección “Su derecho a disputar errores” arriba.
- Podemos cancelar el Servicio de pago de cuentas en cualquier momento a nuestro exclusivo criterio.

25. ARBITRAJE

A. Esta sección no se aplicará a disputas que, por el monto del litigio, deban tramitarse en un tribunal que entienda en causas de menor cuantía y se inician bajo dicha jurisdicción. Esta Cláusula de arbitraje no se aplicará a una parte que sea prestataria cubierta según la Ley de Préstamos Militares (Military Lending Act). Estas cláusulas de arbitraje permanecerán vigentes después del cierre de su cuenta o finalización de toda operación comercial con nosotros. Si alguna disposición de esta sección se considera no válida o inaplicable, esta sección quedará completamente nula y sin efecto.

B. Reglas de arbitraje: En caso de que se origine una disputa relacionada con su cuenta o este Contrato, o que surja de ellos, usted o nosotros podemos elegir someter la disputa a arbitraje. A su elección, el arbitraje puede realizarse a través de los Servicios Judiciales de Arbitraje y Mediación (Judicial Arbitration and Mediation Services, JAMS) o de la Asociación Americana de Arbitraje (American Arbitration Association, “AAA”). En caso de que ninguna de estas organizaciones de arbitraje cumpliera con los requisitos necesarios, se acordará la participación de una organización de arbitraje sustituta similar por acuerdo entre partes o, de no haber acuerdo, por un tribunal de jurisdicción competente. Si se selecciona JAMS, el arbitraje se manejará de acuerdo con sus Reglas abreviadas de arbitraje (Streamlined Arbitration Rules) a menos que la Reclamación sea por \$250,000.00 o más, en cuyo caso se aplicarán las Reglas generales de arbitraje (Comprehensive Arbitration Rules). Si se selecciona la AAA, el arbitraje se manejará de acuerdo con su Reglas de arbitraje comercial. Usted puede obtener las reglas y los formularios de JAMS llamando a JAMS al 1.800.352.5267 o en [www.jamsadr.com](#), y los de AAA llamando a la AAA al 1.800.778.7879 o en [www.adr.org](#). Cualquier audiencia de arbitraje a la que asista se llevará a cabo en el distrito judicial federal en el que usted reside. Independientemente del organismo de arbitraje que se seleccione para resolver la disputa, el árbitro exclusivamente, y no cualquier tribunal, determinará toda disputa entre usted y nosotros con respecto a si su reclamación recae dentro del alcance de esta cláusula de arbitraje.

C. Proceso de arbitraje: El arbitraje implica que una parte neutral realiza la revisión y la resolución de la disputa. Por lo general, la decisión del árbitro será definitiva y vinculante. Si usted lo solicita, para las reclamaciones realizadas a las cuentas de consumidor, adelantaremos sus cargos por presentación y audiencia por las reclamaciones que pueda presentar en nuestra corte; el árbitro decidirá si usted o nosotros seremos responsables, en última instancia, de esos cargos. El arbitraje solo puede decidir nuestra reclamación o la suya y no puede consolidar o reunir las reclamaciones de otras personas que tengan reclamaciones similares. Ninguna de las partes tendrá facultad o derecho alguno para someter a arbitraje una disputa como demanda colectiva.

D. Consecuencias del arbitraje: Si alguno de nosotros elige el arbitraje, ninguno tendrá el derecho de someter la disputa a un tribunal o a un juicio por jurado. Además, y respecto de cualquier disputa sometida a arbitraje, usted no tendrá derecho a participar como representante o miembro de ningún tipo de demanda colectiva, o representando ningún tipo de interés en el que se busque un resarcimiento económico o de otro tipo que no esté relacionado con sus circunstancias individuales. Ninguna de las partes tendrá facultad alguna para someter a arbitraje una disputa como demanda colectiva ni en ninguna otra forma de representación. El arbitraje solo puede decidir su reclamación o la nuestra y no puede consolidar ni reunir reclamaciones de otras personas que tengan reclamaciones similares, incluidas, entre otras, las reclamaciones en las que se solicitan medidas cautelares u otro resarcimiento justo con respecto a nuestros otros clientes o miembros del público general. Cualquier resarcimiento monetario, medida cautelar u otro resarcimiento justo se limitará exclusivamente a sus cuentas, contratos y transacciones que realiza con nosotros. Sin perjuicio de lo anteriormente mencionado, toda duda relacionada con la validez y los efectos de esta renuncia a integrar demandas colectivas será decidida exclusivamente por un tribunal competente y no por el árbitro.

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05870-30-38

THE RELIACARD® CARDHOLDER AGREEMENT

(Effective 6/1/2018)

TERMS AND CONDITIONS FOR THE RELIACARD

By activating, accepting and/or using the ReliaCard (“Card”), you agree to be bound by the terms and conditions contained in this ReliaCard Cardholder Agreement (“Agreement”), which will govern your use of your Card and your Account. Your Card is a reloadable Visa® or Mastercard® branded prepaid debit card issued by U.S. Bank National Association (“U.S. Bank”), and your Card accesses your ReliaCard account (“Account”). “You” and “your” means the person(s) who received the Card from U.S. Bank and are authorized to use the Card and Account as provided for in this Agreement. “We,” “us,” and “our” mean U.S. Bank, our successors, affiliates or assigns. Please read this Agreement carefully, and keep it for future reference. The laws of the state of Ohio govern the interpretation of this Agreement, without giving effect to conflict of law principles thereof that may cause the law of another state to apply.

Your Card and Account have been opened in connection with a government program. The Card and Account are not connected in any way to any other account. You will not receive any interest on the funds in your Account. The Card is not a credit card. The Card is not for resale. The Card is nontransferable and it may be canceled, reprocessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Funds in the Account are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the maximum allowed by law.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). IT IS IMPORTANT THAT YOU READ THE ARBITRATION SECTION CAREFULLY.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we may ask for your name, address, date of birth and other information that will allow us to identify you. If necessary, we may also ask to see your driver’s license or other identifying documents.

HOW TO USE YOUR CARD

1. Activating Your Card; PIN Selection. You can activate your Card by calling us at 855-282-6161 (we accept relay calls) or online at [www.usbankreliacard.com](#). During the activation process, you will select a Personal Identification Number (“PIN”), which you may use to conduct certain transactions, such as point of sale transactions or ATM transactions when permitted by your program. The Card and PIN are provided for your use and protection, and you agree to make sure only you know your PIN – do not write your PIN on your Card or tell



FACTS

WHAT DOES U.S. BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ■ Social Security number and income ■ account balances and payment history ■ transaction history and credit history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons U.S. Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does U.S. Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you	No*	We don't share

To limit our sharing	<ul style="list-style-type: none"> ■ Call 877-449-3593— to speak to a customer service representative or ■ Visit us online: http://www.usbank.com/privacy and tell us your preference on the "Exercise Your Privacy Choice" page. <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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To limit our direct marketing	<p>Please note: We may contact our existing customers by mail, telephone, or email to offer additional financial products or services including products and services offered by nonaffiliates that we believe may be of interest to you. You may direct us not to send you such offers.</p> <ul style="list-style-type: none"> ■ To limit our direct marketing to you by mail or telephone, please call 877-449-3593—to speak to a customer service representative, or visit us online: http://www.usbank.com/privacy and tell us your preference on the "Exercise Your Privacy Choice" page. ■ To limit our direct marketing to you by e-mail, visit us online: http://www.usbank.com/privacy and tell us your preference on the "Email Preferences" page.
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Questions?	Call 800-872-2657 or go to usbank.com
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Who we are

Who is providing this notice?

Companies with the U.S. Bank and U.S. Bancorp names and other affiliates. Please see below for a list of other affiliates that do not have a U.S. Bank or U.S. Bancorp name.

Except for California, North Dakota and Vermont residents, a different notice applies to customers who leased or purchased a vehicle and obtained U.S. Bank financing directly through a dealership. That notice from U.S. Bank—Dealer Financial Services is available online at <http://www.usbank.com/privacy> or by calling 800-437-9497.

What we do

How does U.S. Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does U.S. Bank collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- use your credit or debit card or make deposits or withdrawals from your account
- tell us about your investment or retirement portfolio

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply individually—unless you tell us otherwise.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a U.S. Bank and U.S. Bancorp name; financial companies such as U.S. Bank National Association and U.S. Bancorp Investments, Inc.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *U.S. Bank does not share with nonaffiliates so they can market to you*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *U.S. Bank doesn't jointly market*

Other important information

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

For California residents: In accordance with California law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example, with your consent or to service your account. We will limit sharing among our companies to the extent required by California law.

For Vermont residents: In accordance with Vermont law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example with your consent or to service your account. We will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

For Nevada residents: We may contact our existing customers by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 800-USBANKS (800-872-2657), clicking the "Email Us" link at usbank.com/privacy or writing to P.O. Box 64490, St. Paul, MN 55164. You are being provided this notice under Nevada state law. In addition to contacting U.S. Bank, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 702-486-3132, emailing aginfo@ag.nv.gov or by writing to:

Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection
100 North Carson Street, Carson City, NV 89701-4717

Additional U.S. Bancorp affiliates

The Miami Valley Insurance Company

Mississippi Valley Company

Red Sky Risk Services, LLC

*Please keep in mind that, as permitted by applicable law, if you have a private label credit card account with us, we share information about you with our financial or retail partners in connection with maintaining and servicing your account, including for that financial or retail partner to market to you. Federal law does not give you the right to limit this sharing.

Appendix G

ReliaCard FAQs

ReliaCard

U.S. Bank ReliaCard®

Frequently asked questions

What is the ReliaCard?

The ReliaCard is a reloadable, prepaid debit card issued by U.S. Bank. The ReliaCard provides an electronic option for receiving your government agency payments. It is not a credit card, but works similarly to other prepaid debit cards.

How does the ReliaCard work?

Once funds are added to the card account, it can be used to make purchases, pay bills, and make online, phone or mail-order purchases. You can also get cash back with purchases at participating merchants or withdraw cash at ATMs, banks or credit unions.¹ The amounts of purchases, bill payments or cash withdrawals are automatically deducted from the available balance on the card.

What are the advantages of having a ReliaCard?



Fast – Your money is automatically deposited to your card account



Save time – Easy and quick access to your funds without waiting in line to cash or deposit a check



Convenient – Make purchases anywhere Visa® and Mastercard® debit cards are accepted, including retail stores, grocery stores, restaurants and pharmacies and withdraw cash at ATMs¹



Secure – No need to carry large amounts of cash



Save money – No more going to a check casher



Track spending – Account information and customer service 24 hours a day



Purchasing power – Enjoy the prestige and purchase protection given to Visa or Mastercard branded cardholders, without a credit check



Reliable – Receive your money on time. No more lost or stolen checks



Safe – Funds are FDIC insured and are protected if lost or stolen²

How do I check my balance?

Online – View account online at usbankreliacard.com

Text³/Email – Sign up to receive email or text alerts when funds have been deposited to your account or when your balance gets low

Mobile banking app – Search for “U.S. Bank ReliaCard” in the App Store® or Google Play™⁴

ATM – Perform a balance inquiry at an ATM¹



Getting the card

When the card is sent in the mail, what does the envelope look like?

For security reasons, the card will arrive in a plain, white, windowed envelope.

What information or instructions come with the card?

The card comes with:

- Instructions on how to activate the card
 - A complete Fee Schedule
 - The Cardholder Agreement, which discloses terms and conditions
 - A Usage Guide detailing where and how the card can be used
 - The U.S. Bank Privacy Pledge
-

What do I do after I receive the card?

Visit usbankreliacard.com to activate the card and choose your Personal Identification Number (PIN). You cannot use the card until it has been activated. Be sure to sign your name on the back of your card in ink. Your card is not valid unless it's signed.

Do I receive a new card every time a payment is made?

No. Future payments will be deposited automatically onto the initial card.

Using the card

How do I make a purchase with my card?

The card works much like other prepaid or debit cards. You can use it online, over the phone, at grocery stores, retail stores, restaurants, medical offices, etc. It is important to know your account balance before making purchases.

When making a purchase, on the authorization machine, which selection (credit or debit) do I choose?

Select "Credit" or "Debit" to make a purchase. Select "Debit" to get 'cash back' with your purchase. (You will have to enter your PIN.)



How can I get cash with my card?¹

- Cash back with purchases – at participating merchants such as grocery or convenience stores
 - ATM withdrawal – at any ATM
 - Teller withdrawal – at any participating bank or credit union
-



How do I withdraw cash at an ATM?

- Insert or swipe your card and enter your 4-digit PIN
 - Select "Withdrawal from Checking"
 - Enter the amount to be withdrawn
-



How do I get cash back with a purchase?

- When the authorization machine asks for credit or debit, select "Debit"
- Enter the 4-digit PIN
- Select "Yes" for cash back
- Enter the amount, press "OK"

Using the card

How do I get cash at a bank or credit union teller?

You must know your available balance (the teller will not have access to this information) and ask for a cash withdrawal¹ in the amount you wish to withdraw.

Note: you may need to provide your driver's license to verify your identity.

Do I have to go to a U.S. Bank ATM or U.S. Bank branch to get cash?

No. You can get cash back with purchases at participating merchants throughout the United States such as grocery and convenience stores. Cash can also be obtained from any ATM¹ or over the counter at any Visa or Mastercard member bank or credit union. To find the nearest in-network ATM, visit usbank.com/locations or moneypass.com.

Do I need a PIN to use the card?

Yes & No. The card can be used to make signature-based purchases without a PIN. However, a PIN must be used for PIN-based purchases and for cash withdrawals at ATMs. You must choose your own PIN by visiting usbankreliacard.com after you receive your card. For security reasons it is important that you pick a PIN that only you would know, and not share the PIN or the card with anyone.

What should I do if I forget my PIN?

Visit usbankreliacard.com to reset your PIN.

Can I still get cash if I forget my PIN?

Yes. You can go to any Visa or Mastercard member bank or credit union and ask the teller for a cash withdrawal.¹

How do I transfer funds from my card to another bank account (“Card-to-Account Transfers”)?

If your program allows Card-to-Account Transfers, click on the “Transferring Funds” link on the left side of cardholder website and complete the required fields on the Card to Bank Transfer page. The transfer will appear as an ACH withdrawal on your card transaction history and monthly statement. In addition, if a fee is assessed in relation to this transfer, the description of the fee in your transaction history and monthly statement will appear as a separate ACH withdrawal transaction. For more information about this fee, please see the Fee Schedule included in your card packet, log into your account at usbankreliacard.com.

What are some things I need to keep in mind when using my card to make purchases?

Some merchants where you typically tip may authorize your transaction for an amount greater than your purchase to cover tips. Make sure your balance can cover the 20% or your transaction will be declined. When purchasing gasoline at a gas station, pay inside with the cashier to avoid a hold greater than the amount of your purchase (some ReliaCard programs may not allow you to pay with your card using the pay-at-the-pump option). The funds held will not be available for other purchases until the actual transaction amount clears. Payments made inside clear for the actual transaction amount immediately. Check your program materials for additional details.



How can I be notified when funds are deposited to my card?

You have the option of signing up for optional text or email alerts³ when money is added or your card balance gets low at usbankreliacard.com. You can also use our two-way text alert feature by texting a short code to receive the following updates:

Alert type	Instructions
Balance alert	Text BAL to 90831
Recent transactions	Text TRANS to 90831
Customer Service number	Text HELP to 90831

NOTE: this feature may not be available for all programs. For text messages, standard messaging charges apply through your mobile carrier and message frequency depends on account settings.

Using the card



Can I manage my account with my smart phone?

Yes. You can use the ReliaCard Mobile Banking app to check your account balance, enroll in and manage text alerts, view your most recent transactions or search for the nearest in-network ATM location. Search for “U.S. Bank ReliaCard” in the App Store or Google Play.



Can I pay bills with my card?

Yes. You can visit your billers' websites and provide your 16-digit card number and expiration date or log on to usbankreliacard.com.

Note: this feature may not be available for all programs. Check your program materials for additional details.

Are all features available on all ReliaCard and ReliaCard II programs?

Some features may not be available for some ReliaCard or ReliaCard II programs. Refer to your Cardholder Agreement for available program features.

Limits

Can I make a purchase for more than the amount on my card?

If you need to make a purchase for more than the amount you have on your card, you will need to use two forms of payment. Tell the cashier how much you want taken from the balance on your card — the cashier cannot determine your available balance. Then, pay the remaining balance with cash, check, credit card or check card.



Can the ReliaCard be overdrawn?

Usually a purchase that exceeds the available balance will not be approved. In very limited circumstances, if you do not have sufficient funds when the final amount clears, it may result in a negative balance; however you will not be charged an overdraft fee. You can check your balance online, using the ReliaCard Mobile App or by logging into your account at usbankreliacard.com.

How do I obtain information about fees for my ReliaCard?

Fees are located on the Fee Schedule sent to you with your card. You may view your fee schedule online by logging into your account at usbankreliacard.com.

Please consult the table on the next page for information on how to avoid fees on certain transactions for most ReliaCard programs. Please consult your program Fee Schedule to determine if a specific fee applies.



Can anyone else view or track my transactions?

No. For privacy reasons, U.S. Bank does not share card account numbers or transaction details. However, for reconciliation purposes, your government agency does have access to the amount and date of each deposit.

How to avoid fees

Fee description	How to avoid
ATM withdrawals (Out-of-network*)	<ul style="list-style-type: none">• Make purchases: Use your card to make purchases anywhere Visa or Mastercard debit cards are accepted – in stores, over the phone, online or pay bills. You can use your card at no charge to make everyday purchases such as groceries, convenience stores, etc.• Cash back with purchases: You can ask for ‘cash back’ when making purchases at participating merchants at places like grocery stores or retail stores. Select ‘DEBIT’ on the authorization machine, enter your 4-digit PIN and enter the amount of cash back you’d like. There is no fee to get cash back with purchases.• Teller cash withdrawal: Go into any Visa or Mastercard member bank or credit union and ask the teller for a cash withdrawal for up to the full amount available on your card.¹• In-network ATMs: Withdraw cash at no charge at any U.S. Bank or MoneyPass ATM. For the nearest fee-free ATM locations visit: usbank.com/locations or moneypass.com.
ATM balance inquiries (Out-of-network*)	<p>U.S. Bank does not assess a fee to check your balance using any of the following methods:</p> <ul style="list-style-type: none">• Online – View account online at usbankreliacard.com.• Text³/Email – Sign up to receive email or text alerts when funds have been deposited to your account or when your balance gets low.• Mobile banking app – Search for “U.S. Bank ReliaCard” for your iPhone or Android phone.• ATM – Perform a balance inquiry at a U.S. Bank or MoneyPass ATM.

*Out-of-Network ATMs means any ATM that is not a U.S. Bank or MoneyPass ATM.

Customer service

Can I view my account online?

Yes, at usbankreliacard.com. The following functions can be performed online:

- PIN change
- Balance inquiry
- View card transactions
- View previous statements
- Set up alerts
- Pay bills

How do I view my monthly statement?

Monthly statements can be viewed online 24/7 at usbankreliacard.com.

What should I do if I change addresses?

Visit usbankreliacard.com to report an address change. Also contact your government agency to report an address change so that your mail may also be sent to the correct address.

Who do I contact if I have questions about my card?

For questions about your deposit, such as when you will receive the next deposit to the card, or the amount of a deposit to the card, contact your government agency. For all other questions about the card, you may log into your account at usbankreliacard.com.

What happens if my card gets lost or stolen?

You must immediately call Cardholder Services at **855.282.6161** to report your card lost/stolen and have a replacement card sent to you in the mail, with standard delivery (up to 10 business days). You may not be responsible for any fraudulent activity that occurs on your card provided that you report the card missing in a timely manner, and have not shared your card or PIN number with anyone.²

Can I contact my local bank for customer service on my ReliaCard account?

No. Utilize the web site, usbankreliacard.com, for inquiries.

¹ Fees and transaction limits apply. See Fee Schedule and Card Carrier for details. ² You are generally protected from all liability for unauthorized transactions with Zero Liability. You must call the number on the back of your Card immediately to report any unauthorized use. Certain conditions and limitations may apply. See your Cardholder Agreement for details. ³ For text messages, standard messaging charges apply through your mobile carrier and message frequency depends on account settings. ⁴ All trademarks and brand names belong to their respective owners. Use of these trademarks and brand names do not represent endorsement by or association with this card program. All rights reserved.

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Appendix H

Standard Report Formats

ReliaCard

U.S. Bank ReliaCard® Standard Online Reports

Feature overview

Conveniently manage card programs online with our robust collection of client reports providing you the tools you need to successfully implement and maintain your card program with ease.

All reports are available through the U.S. Bank Prepaid Administrative Website and access to specific reports is defined by your level of access. Reports are executed in real time and can be exported into Excel or Word for easy recording and analysis. “Current” data is defined as through the end of the previous day and you can customize your reports by daily, monthly or date range. Please note, the date range for any report is limited to 31 days.

Report Name	Description
Card Activation	Lists the cardholder account and date the cardholder activated their card.
Card Load	Provides information regarding the loads and reversals made to/from cardholder accounts including ACH, batch and funding/adjustment account transfers.
Card Activity Summary	Provides a summary count of card registrations, activations, loads and the dollar amount of loads.
Card Activity Detailed	Provides a summary count of card registrations, activations, loads, ATM, POS, card-to-card transactions and product enrollments, along with the dollar amounts for applicable transactions.
Card Status	Provides a summary of the card count, card statuses, upgrades, downgrades and replacement requests for a program.
Funding Reject	Lists cardholder accounts where loads have been rejected.
Card Account Detail	Provides a summary of location(s), inventory points and cardholder information such as account & routing numbers, card ID, name, address, card status, mail date, fulfillment date, registration date, activation date and last load date.
Cardholder Information Exception	Lists cardholder accounts with incomplete or incorrect cardholder data, such as cardholder accounts with P.O. boxes as the legal/physical addresses, or invalid Social Security Numbers, dates of birth or ZIP codes.
Indicative Data Change Report	Provides a list of name and address change updates made to cardholder accounts.
Account Reconciliation Report	Lists transactions made to/from the funding/adjustment account.

Card Activation

Reporting Period: 01/01/2021 to 01/25/2021

ProgramName	ProgramID	subcompanyname	ClientProgram	LocationName	LocationID	LastName	FirstName	CardID	PTAN	ParticipantID	RegistrationDate	ActivationDate	NewEnrollment
123456789	123456789	123456789	123456789	123456789	123456789	SMITH	JOE	111111111		111111111	1/1/21	1/15/21	N
	123456789				123459999	DOE	JANE	222222222		222222222	1/1/21	1/15/21	N
	123456789				123458888	JONES	MICHAEL	333333333		333333333	1/1/21	1/15/21	N

Card Load

Reporting Period: 01/01/2021 to 01/25/2021

Report Totals:

Total Number of Loads 3
Total Value of Loads \$1,500.00

Client Program	Location	Card ID	Last Name	First Name	Employee ID	Registration Date	Load Date	Load Amount	Trans Type	Trans Desc
Program Name:										
123456789	123456789	123456789	SMITH	JOE		03/12/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter
		123459999	DOE	JANE		10/01/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter
		123458888	JONES	MICHAEL		03/12/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter

Card Activity Summary

Reporting Period: 01/01/2021 to 01/25/2021

Client Program	Location	Date	# Registrations	# Activations	# ACH Loads	ACH Loads	# Client Loads	Client Loads	# Client Portal Funds Transfers	Client Portal Funds Transfers
Program Name										
123456789	123456789	Friday, January 01, 2021	0	0	61	\$58,200.00	0	\$0.00	0	\$0.00
123456789	123456789	Saturday, January 02, 2021	0	1	0	\$0.00	0	\$0.00	0	\$0.00
123456789	123456789	Monday, January 04, 2021	19	11	4	\$766.19	0	\$0.00	0	\$0.00

Card Activity Detailed

Reporting Period 01/01/2021 to 01/25/2021

	Calendar Date: 1/25/2021			
	Count	Base Amount	Fees	Total
Program				
ACH Withdrawal	0	\$0.00	\$0.00	\$0.00
ATM Balance Inquiry	13	\$0.00	(\$3.00)	(\$3.00)
ATM Withdrawal - Allpoint	0	\$0.00	\$0.00	\$0.00
ATM Declines	4	\$0.00	\$0.00	\$0.00
ATM Withdrawal - MoneyPass	9	(\$800.00)	\$0.00	(\$800.00)
ATM Withdrawal - Other	70	(\$6,242.96)	(\$105.00)	(\$6,347.96)
Bill Pay	0	\$0.00	\$0.00	\$0.00
ChekToday Authorization	0	\$0.00	\$0.00	\$0.00
Load - ACH Known Remitter	0	\$0.00	\$0.00	\$0.00
Load - ACH Unknown Remitter	0	\$0.00	\$0.00	\$0.00
Load - Card-to-Card	0	\$0.00	\$0.00	\$0.00
Load - Client	0	\$0.00	\$0.00	\$0.00
Load - Client Portal	0	\$0.00	\$0.00	\$0.00
Load - Third Party	0	\$0.00	\$0.00	\$0.00
Load - Client (TIPS)	0	\$0.00	\$0.00	\$0.00
Money Order	0	\$0.00	\$0.00	\$0.00
Over-The-Counter Withdrawal	0	\$0.00	\$0.00	\$0.00
POS PIN Purchase - Domestic	476	(\$9,560.66)	\$0.00	(\$9,560.66)
POS PIN Purchase - International	0	\$0.00	\$0.00	\$0.00
POS Purchase - Decline	237	\$0.00	\$0.00	\$0.00
POS SIG Purchase - Domestic	730	(\$16,063.59)	\$0.00	(\$16,063.59)
POS SIG Purchase - International	2	(\$5.94)	(\$0.18)	(\$6.12)
Savings Deposit	0	\$0.00	\$0.00	\$0.00
Savings Enrollment	0	\$0.00	\$0.00	\$0.00
	1,541	(\$32,673.15)	(\$108.18)	(\$32,781.33)

Card Status

Reporting Period: 01/01/2021 to 01/25/2021

Program	Client Program	Report Date	# of Registrations	# of Client/Other Activations	# of IVR Activations	# of Web Activations	# of Card Upgrade/Replacement Requests	# of Card Downgrade Requests
123456789	123456789	01/01/2021	0	0	0	0	4	0
		01/02/2021	0	1	0	0	2	0
		01/04/2021	19	8	0	3	5	1
		Total	19	9	0	3	11	1

Funding Reject

Reporting Period: 01/01/2021 to 01/25/2021

Client Program Name	Client Program ID	Account Number	Card ID	Last Name	First Name	Load Date/Time	Load Amount	Reject Reason	Employee ID
U.S. Bank	55555555	123456*****0000	123456789	SMITH	JOE	1/20/21 2:23 AM	\$500.00	ACH Load Amount exceeds the limit.	

Card Account Detail

Reporting Period: from 1/1/2021 to 1/25/2021

Client Program Name	Client Program ID	Location Name	Location ID	Inventory Point	Routing Number	Account Number	Current Card ID	ATTMID	Last Name	First Name	Mailing Address	City	State	Zip Code	Card Status	Fulfillment Date	Mail Date
COMPANY NAME	123456789	Company Name	123456789	TEST	555555555	60088888888	88888888888	123456789	SMITH	JOE	1234 S. Bank Street	Minneapolis	MN	55402	AC	09/25/2019	09/30/2019

Cardholder Information Exception

Program:

Account Last Name	Mailing Address	Permanent Address	City	State	Zip Code	Card ID	Status	Employee ID	Last 4 - SSN	Tracking Number	Registration Date	KYC Status	PO Box	SSN	ZipCode	DOB	Exception Type
Client Program ID	123456789	Location ID	123456789														
SMITH	1234 S. Bank Street		Minneapolis	MN	55402	123456789	AC		1111		20200629			X			

Indicative Data Change Report

Program Name: ReliaCard - State Agency
 Program Number: 756161720
 Sub Program Name: ReliaCard - State Agency
 Sub Program Number: 756161720

Program Name	Program ID	Client Program Name	Client Program ID	Client Location Name	Client Location ID	Customer ID	Card ID	Account Number	PTAN	Change Code	Change Type	Old Value	New Value	Change Date	User ID
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	581938107	9123456789	6019123456789		0013	Mailing Address 2		APT 1	01/31/2022	Soap
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	581938189	9876546780	6019876546780		0014	Mailing City	CEDAR RAPIDS	CEDAR FALLS	01/31/2022	Soap
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	581305773	9123456789	6019123456789		0017	Mailing Postal Code	515445074	51573	01/13/2022	Soap
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	581305442	9133556788	6019193356788		0017	Mailing Postal Code	515445074	51573	01/13/2022	Soap
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	581308914	91334454799	60191334454799		0017	Mailing Postal Code	528062927	52806	01/22/2022	Soap
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	581841033	9123152729	6019123152729		0014	Mailing City	WEST DES MOINES	DES MOINES	01/22/2022	Soap
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	606673992	9876536781	6019876536781		0008	Date of Birth	19910101	19910102	01/21/2022	Soap
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	581304291	9123477783	6019123477783		0027	Physical Postal Code	501302045	502302045	01/12/2022	Soap
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	581305295	8123356739	6018123356739		0027	Physical Postal Code	501302045	502302045	01/12/2022	Soap
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	581303271	9123256724	6019123256724		0027	Physical Postal Code	501302045	502302045	01/12/2022	Soap
ReliaCard - State Agency	756161720	ReliaCard - State Agency	756161720	ReliaCard - State Agency	486161721	581841943	8123798711	6018123798711		0012	Mailing Address 1	1800 PASTURE RD APT	6110 Hwy Ave	01/22/2022	Soap

Account Reconciliation Report

Program: ReliaCard - Government Agency (123456789)
 Funding Card: xxxxxxxxxx
 Reporting Period: 01/28/2023 to 01/28/2023
 Report Totals:
 Total Debits: (\$3,275.00)

Total Credits: \$0.00

Funding Card	Program	Client Program	Location	Funding Trans Date	Debit \$ Transaction	Credit \$ Transaction	Acct Ending	Trans Code	Trans Code Desc	Transaction Detail	User ID	To Cust ID	To Emp ID	To Cardholder Last Name
987654321	123456789	123456789	123456789			Beginning Balance	\$10,000.00							
				01/28/2023 14:00:17	(\$500.00)	\$0.00		2836	Payroll Load: Funds Transfer by CardNumber or CardID.	Credit cardholder: xxxxx		123456789	11111111	SMITH
				01/28/2023 14:00:20	(\$500.00)	\$0.00		2836	Payroll Load: Funds Transfer by CardNumber or CardID.	Credit cardholder: yyyy		234567891	22222222	JONES
				01/28/2023 14:00:21	(\$500.00)	\$0.00		2836	Payroll Load: Funds Transfer by CardNumber or CardID.	Credit cardholder: zzzzz		345678912	33333333	RODGERS
				01/28/2023 14:00:25	(\$250.00)	\$0.00		2836	Payroll Load: Funds Transfer by CardNumber or CardID.	Credit cardholder: aaaaa		456789123	44444444	BLACK
				01/28/2023 14:00:58	(\$500.00)	\$0.00		2836	Payroll Load: Funds Transfer by CardNumber or CardID.	Credit cardholder: bbbbb		567891234	55555555	WHITE
				01/28/2023 14:00:58	(\$25.00)	\$0.00		2836	Payroll Load: Funds Transfer by CardNumber or CardID.	Credit cardholder: ccccc		678912345	66666666	BROWN
				01/28/2023 14:00:58	(\$1000.00)	\$0.00		2836	Payroll Load: Funds Transfer by CardNumber or CardID.	Credit cardholder: ddddd		789123456	77777777	GREEN
				Total	(\$3,275.00)	\$0.00								
						Ending Balance	\$13,275.00							



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

Line No.	Type of Service	Monthly Estimated Quantities*	Claimant's Unit Fee	Claimant's Total Cost
1	Direct Deposit		NA	
2	Set Up Fee - Initial Card	5,000	No Cost	
3	Monthly Account Services for Active Accounts	20,000	No Cost	
4	Transactions	112,000	NA	
5	Total ATM Withdrawals	13,000	NA	
ATM In-Network				
6	Number of Counties with at least one ATM	55		
7	Divided by Total Counties in West Virginia	55		
8	Percent	100.00%		
9	% in 8 multiplied by ATM Withdrawals (line 4)	13,000	No Cost	
Contracted ATM In-Network with Fee				
10	Number of Counties with at least one ATM	55		
11	Divided by Total Counties in West Virginia	55		
12	Percent	100.00%		
13	% in 12 multiplied by ATM Withdrawals (line 4)	13,000	\$0.00	\$0.00
ATM Out-of-Network				
14	Number of Counties without an In-Network ATM	0		
15	Divided by Total Counties in West Virginia	55		
16	Percent	0.00%		
17	% in 17 multiplied by ATM Withdrawals (line 5)	0	\$2.50	\$0.00
18	Potential Additional Charge by Bank where Out-of-Network ATM is located (Use Same Quantity from 17)	0	\$2.00	\$0.00
<p>**Bidding vendor cannot predict the cost per transaction being charged by a bank that is not one of the vendor's banks. For Line 18, the important factor is the number of transactions. Therefore, the standard rate of \$2.00 is being used for the purpose of calculating and allowing equal comparison of costs.</p>				
19	ATM Transactions outside of the US	100	\$2.50	\$250.00
20	Point of Sale as Credit	50,000	\$0.00	\$0.00
21	Point of Sale as PIN Debit	50,000	\$0.00	\$0.00
22	Teller assisted Withdraw at debit card in-network bank	2,100	No Cost	
23	Total Transaction Cost (13+17+18+19+20+21)			\$250.00

No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
	ATM Balance Inquiries	70,000	NA	
24	ATM Balance Inquiries for In-Network 70,000 multiplied by % from 7 plus 11	140,000	No Cost	
25	Chargable ATM Balance Inquiries for In-Network (10% multiplied by 25) equals monthly estimated total	14,000	\$0.00	\$0.00
26	ATM Balance Inquiries for Out-of-Network (70,000 multiplied by % in 16) equals monthly estimated total	0	\$0.00	\$0.00
27	Total Cost (25+26)			\$0.00
	Other Fees			
28	Account Overdraft	10,000	\$0.00	\$0.00
	Insufficient Funds			
29	Minimum of two (2) denials for Insufficient Funds per month	10,000	No Cost	
30	Additional denials for Insufficient Funds	5,000	\$0.00	\$0.00
31	Free On-Line Statements	20,000	No Cost	
32	Account Statements Mailed to Claimants	1,000	\$0.00	\$0.00
33	Total Other Fees (28+30+32)			\$0.00
	Card Issuance Services			
34	One Card replacement per year (includes postage)	500	No Cost	
35	Additional Card Replacements	100	\$0.00	\$0.00
36	Overnight delivery requested by cardholder	50	\$15.00	\$750.00
37	Expired card replacement	2,000	No Cost	
38	Card Deactivation	500	No Cost	
39	Card Reactivation	300	No Cost	
40	Total Card Services Cost			\$750.00
	Cardholder Inquiry	180,000		
41	Free telephone automated inquiries through toll-free line	80,000	No Cost	
42	Free Web inquiries	30,000	No Cost	
43	2 Free Live Customer Service Inquiries per Month	40,000	No Cost	
44	Additional Live Customer Service Inquiries per Month	30,000	\$0.00	\$0.00
45	Total Inquiry Cost			\$0.00
	Miscellaneous			
46	Account Inactivity with a balance after 12 Months	100	\$1.00	\$100.00
47	Change in PIN	500	\$0.00	\$0.00
48	Account Research	100	\$0.00	\$0.00
49	Conversion of Foreign currency	200	3%	\$6.00
50	Total Miscellaneous Cost			\$106.00
Line	Type of Service	Monthly Estimated	Claimant's	Claimant's

No.		Quantities	Unit Fee	Total Cost
	ACH Origination and Routing			
51	ACH Monthly Maintenance	2	No cost	
52	ACH Credit Originated	20,000	No cost	
53	ACH Debit Originated	55	No cost	
54	ACH Transmission	27	No cost	
55	ACH Return	10	No cost	
56	ACH Notification of Change	10	No cost	
57	Total ACH Cost			
59	Grand Total			\$1,106.00



U.S. Bancorp Enterprise Resiliency Program

General release statement

The Enterprise Resiliency program (Program) establishes and supports the U.S. Bancorp Business Continuity and Contingency Planning and Response program. The Program is designed to protect customers, assets and employees by evaluating the risks of significant adverse events; planning and validating response strategies; actively monitoring of and reporting on the threat landscape and effectiveness of the control environment; and leading emergency response teams.

This Program ensures U.S. Bancorp and its affiliates meet the fiduciary responsibility to stakeholders and comply with regulatory requirements of the Federal Financial Institutions Examination Council (FFIEC), the Securities and Exchange Commission (SEC), the Office of the Comptroller of the Currency (OCC), the Federal Reserve Bank (FRB), the Financial Industry Regulatory Authority (FINRA), the Office of the Superintendent of Financial Institutions (OSFI), the Central Bank of Ireland (CBI) and the European Banking Authority (EBA). Additionally, U.S. Bancorp has met all recovery criteria as prescribed by the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U.S. Financial System.

The U.S. Bancorp Board of Directors annually approves the U.S. Bancorp Enterprise Resiliency policy. Program status and any significant issues are reported annually to the U.S. Bancorp Board of Directors and quarterly to the Management Committee and senior executives.

Foundation of risk management

The enterprise resiliency program is supported by the Enterprise Resiliency group, a department of the U.S. Bancorp Risk Management and Compliance division. The group consists of over 40 risk management and business continuity professionals.

Risk assessments

Risk assessments are foundational to the enterprise resiliency program. The results of risk assessments drive the planning, exercising and emergency response components of the program. The following risk assessments are performed:

Business impact analysis (BIA)—Measures the effects of resource loss and escalating losses over time to provide the basis for risk mitigation and business continuity planning.

Third-party resiliency assessment (TPA)—Evaluates the risks associated with processes performed by and/or technology provided by mission critical third parties to drive appropriate third-party outage mitigation and recovery planning.

Threat vulnerability assessment (TVA)—Assess the risk of major natural hazard events along with the impacts of those events on U.S. Bank corporate locations and the mission critical processes/technologies executed at those locations.

Results of these risk analysis activities drive strategic recovery planning for continuity of operations for these processes. TPA occurs annually on the anniversary of the previous assessment or upon a significant change in the relationship. The BIA is completed annually, or upon significant change, for all critical business processes. TVA Assessments are completed biannually or upon significant change.

Risk mitigation planning

The Enterprise Resiliency group has established and maintains guidelines which incorporate industry best practices for the operational resiliency of critical business processes and technology. To achieve operational resiliency, business process and technology owners, in partnership with and under the guidance of the Enterprise Resiliency group, build and maintain response plans to address threats and

risks identified by the assessment activities described above. The response plans are integrated into the overall U.S. Bancorp Risk Management framework.

Business continuity response plans

U.S. Bancorp's Business Continuity plans are developed and maintained to address operational resiliency and recovery strategies for such events as: pandemic/high employee absenteeism, natural and man-made hazard impacts, technology outages and other business disruptions.

In the event a business office or operational facility becomes or is likely to become non-operational an appropriate business continuity plan will be activated. The response strategy will vary based upon the nature of the disruption and work impacted.

Response strategies include:

Transfer work—Work is transferred to another location out of the impacted area that does the same business function or has been cross trained.

Relocate people within business—Team members from the impacted location are relocated to another site.

Relocate to regional recovery center—A location, other than the normal facility, will be used to process data and/or conduct critical or necessary business functions.

Work from home—Team members will work from home on a bank-owned device.

U.S. Bancorp's business continuity response plans are reviewed and approved annually.

Disaster recovery response plans

U.S. Bancorp's technology infrastructure is designed and implemented to ensure high-availability and high-recoverability. Industry leading best practices and best-in-class technology components are utilized to operate a highly redundant, geographically dispersed network of data centers. All data is backed up to an out of region data center and all critical data is securely mirrored to an out of region data center.

U.S. Bancorp's Disaster Recovery plans are developed and maintained to address technology, infrastructure, application and data recovery and validation strategies in response to unplanned technology interruptions up to and including the loss of a data center.

Disaster recovery response plans are reviewed and approved annually.

Third-party provider outage response plans

U.S. Bancorp's vendor service plans are developed and maintained to address the risks from the loss of service from a critical third-party provider. Vendor service plans include pre-planned response activities including but not limited to communication strategies, alternative work plans, and service resumption validation processes.

Vendor service plans are required to be reviewed and updated annually.

High absenteeism/pandemic response plans

The U.S. Bancorp Pandemic Preparation and Response plan is developed and maintained in partnership with senior leaders and other critical support departments to prepare for the possibility of pandemic flu in the same way that we prepare for other events that could affect our employees, customers and our communities. The plan was prepared in communication with public officials, pandemic planning experts, various state and local organizations, and other financial institutions and businesses. The plan augments procedures already in place as part of existing U.S. Bancorp's Enterprise Resiliency program and outlines strategies to mitigate the impact of a pandemic upon the company, its employees and customers.

Plan validation

In alignment with regulatory requirements, bank policy, and industry best practices, resiliency plans are regularly exercised to demonstrate plan effectiveness and process/technology recoverability. Exercise scenarios include business continuity plan activation or activation simulation; local, regional, national and international crisis management and response team simulations; U.S. Bancorp and third-party joint exercises; and key/critical infrastructure/application disaster recovery.

Enterprise resiliency policy requires business continuity and vendor service plans to be exercised on an annual basis. Disaster recovery plans for mission critical and key applications are exercised on a quarterly basis. Results from each exercise are documented and reviewed by the Enterprise Resiliency group. Any issues or plan discrepancies are documented along with remediation plans.

Crisis management and adverse event response

The Enterprise Resiliency group's Crisis Management department manages and coordinates the enterprise response to adverse events that threaten to harm the organization, its stakeholders, employees, assets or reputation. The enterprise response focuses on the safety of all employees, customers and assets of U.S. Bancorp; minimizing disruption of service and/or inconvenience to customers; returning to a business as usual state as quickly as possible; and limiting any potential liability of our organization.

Employee training and awareness

Employee training and awareness is a critical component of the success of U.S. Bancorp's Enterprise Resiliency program. The training and awareness program consists of both formal and informal activities, including but not limited to required biennial training courses; response team planning; participation in functional exercises of recovery plans; and localized evacuation procedure drills.

Audits/exams/ISO certification

Annual internal audits and periodic OCC/Federal Reserve exams are conducted on U.S. Bancorp's Enterprise Resiliency program. The enterprise resiliency program maintains an ISO 22301-Business Continuity Management certification.

Notifications

In the event of a major disaster at U.S. Bancorp's that impacts your product or service, Commercial Customer Support will communicate with each client in a timely manner. Since it is impossible to anticipate every type of potential disaster, there can be no assurance that there will be no interruption of U.S. Bancorp's business functions in all circumstances. The mission of U.S. Bancorp's Enterprise Resiliency program is to minimize the impact of any disruption.

Disclaimer

This document is subject to modification by U.S. Bancorp at any time

CERTIFICATE OF REGISTRATION

Business Continuity Management System
ISO 22301:2019

U.S. Bank National Association

One Meridian Crossing
Richfield, Minnesota 55423
United States

A-LIGN Compliance and Security, Inc. certifies that the organization operates a Business Continuity Management System that conforms to the requirements of ISO 22301:2019. The scope and boundaries of the BCMS is as follows:

Administration and operation of the U.S. Bancorp enterprise resiliency program, which provides direction and oversight to all U.S. Bancorp business lines, units and subsidiary companies, to ensure alignment and compliance of business resumption programs with defined policies and procedures and governing requirements.

Registered activities include:

- Emergency Response / Emergency Response Plans
- BIA's
- RTO's
- Disaster Recovery
- Business Continuity
- Crisis Management
- Enterprise Notification system
- Third Party Vendor BCRD Program Reviews

Certificate Number BCMS-US-6619.1

Original Certification Date June 6, 2019

Version .1

Expiry Date June 6, 2022

Issuance Date November 3, 2021



Authorized by:



Petar Besalev
EVP of Cybersecurity and Compliance

This certificate is the property of A-LIGN Compliance and Security, Inc ("A-LIGN") and is bound by legally enforceable arrangements. This certificate relates to the organization's Business Continuity Management System and requirements of ISO 22301:2019 as defined by the scope and shall in no way imply that the organization's products, processes or services (in-scope or outside of the scope) are certified. The certificate number, certification body mark and accreditation mark shall not be used on products or used in conjunction with documents relating to the organization's products, processes or services. A-LIGN shall take action to deal with incorrect or misleading use of the certificate, certification status or marks. This certification can be validated by contacting A-LIGN.

Strategic leadership.
Superior solutions.
Trusted partnership.

Proposal for electronic payment card
services and direct deposit services



PRESENTED TO
Workforce West Virginia,
Unemployment Compensation Division
Linda Harper
Buyer Supervisor

SUBMITTED BY
Tyler Vickery
Sales manager
904.470.1990
tyler.vickery@usbank.com

Technical Proposal
March 7, 2022
Solicitation #: CRFQ
0323WWWV2200000006



Prepaid Cards
200 South 6th Street
Minneapolis, MN 55402
usbankprepaid.com

March 7, 2022

Linda Harper
Buyer Supervisor
Workforce West Virginia,
Unemployment Compensation Division
2019 Washington Street East
Charleston, WV 25305-0130

Dear Ms. Harper,

We recognize this is an important business decision for Workforce West Virginia, Unemployment Compensation Division (the Agency) and we realize how it impacts people across your state. From the outset, we want you to know that the U.S. Bank team is here to help every step of the way and we appreciate the trust you will be placing in us as a partner.

With U.S. Bank, you have the benefit of a prepaid card program pioneer and the unprecedented expertise that comes from a provider who supports numerous state government agency clients. Your account team has decades of state government agency experience that offers unique understanding of your specific needs and realities. The Agency can count on them for insights, assistance and a true commitment to delivering the efficiency, control and continuous improvement that a market-leading prepaid card program can offer you.

We are pleased to share this overview of the U.S. Bank ReliaCard, our prepaid government card program which will enable you to provide a leading, full-service prepaid card solution to support your unemployment disbursement needs. Our payment solutions combine transparency and compliance advantages with measurable savings to help you responsibly run your operations. We are always here to help make sure your card program advantages are realized throughout our relationship.

Our team is excited about the opportunity to transition your program and we would like to personally share our offering with you as we continue our conversation.

Looking forward together,

Tyler Vickery

Tyler Vickery
Sales Manager
U.S. Bank, Government Prepaid Cards

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Exhibits

1. Appendix A: Complete Solicitation - Insurance Review
2. Appendix B: ReliaCard Standard Agreement
3. Appendix C: Fineline Printing Group Letter of Commitment
4. Appendix D: Reference Letters
5. Appendix E: FDIC Certificate
6. Appendix F: ReliaCard Sample Welcome Packet
7. Appendix G: ReliaCard FAQs
8. Appendix H: Standard Report Formats
9. U.S. Bancorp Enterprise Resiliency Program Overview
10. ISO 22301 Certificate

Acknowledgement of required documents: Addenda 1 and required documents.

Notice

The U.S. Bank-prepared RFP documents represent a snapshot of U.S. Bank's prepaid program operations and functionality as of the specific time those RFP documents were drafted. Changes may occur over the term of this Agreement due to forces within or beyond the control of parties, including, but not limited to regulation changes, changes in industry, personnel changes, technological changes, and others. Except where terms, provisions or services (and levels) from the RFP documents are explicitly restated in contract resulting from this RFP, such changes do not constitute a breach of contract, nor necessitate contract amendments.



Executive summary

Providing claimants with a flexible, reliable payment option

Having had the privilege to partner with state unemployment disbursement card programs since 2001, U.S. Bank looks forward to extending our electronic payment card (EPC) to Workforce West Virginia, Unemployment Compensation Division (Agency) and your claimants. Implementing our ReliaCard program achieves the Agency's goal of 100% electronic deposit by providing an EPC to your claimants with no interruptions in service.

Over the past 20 years, we have provided a safe, secure payment option for claimants to receive unemployment disbursements via an EPC that provides the convenience of easily withdrawing cash, using the card for daily shopping needs and easily avoiding unnecessary fees. U.S. Bank is the leading provider of state workforce/unemployment insurance prepaid card providers in United States. We currently partner with 24 states for unemployment insurance prepaid card services including several longstanding neighboring states like Pennsylvania and Ohio. Even with our successful market leadership, we have not lost sight of the fact that the ultimate beneficiaries of our services need a steady, reliable program that ensures their funds are available promptly and are easy to use. The ReliaCard program delivers on this premise every day. Their satisfaction, and yours, remain our highest priority.

Providing cardholders with consistent, fair, responsive service

In selecting an EPC provider, one consideration for the Agency is very likely maintaining a card program that provides prompt payment to recipients from a trusted bank with strong national market presence. U.S. Bank is a familiar and trusted national bank. Our relationship with the state of West Virginia is broad based and includes being the ACH bank for the State and various Corporate Trust relationships, provider of your Purchasing card, payroll prepaid card (Focus Card) for State employees and State pension payments (ReliaCard). We also provide ReliaCard services to the Clarksburg-Harrison Regional Housing Authority and Parkersburg Housing Authority.

Additionally, we also understand the State's interest in offering low cardholder fees and maximum spending flexibility. By transitioning your program to U.S. Bank, you can achieve this goal and feel confident that your claimants will not only receive the funds they need on the day you specify, but also have exceptional flexibility in use and support of their card. Your recipients can use their ReliaCard anywhere Visa is accepted—including thousands of locations in West Virginia. Claimants selecting ReliaCard will have access to the necessary tools to access their funds, monitor card transactions and card balance, and request assistance when they need it. Your cardholders will appreciate the wide-range of free cash access options. In West Virginia alone, our surcharge-free network spans all 55 counties in the state and includes 530 U.S. Bank, MoneyPass, Allpoint and SUM ATM locations and more than 635 Visa affiliated banks and credit unions for teller cash withdrawals—**this provides full in-network ATM service to every county in West Virginia.** They will also have the resources they need to keep track of their accounts at their convenience.



KEY POINT

We offer multiple flexible, convenient options for cardholders to manage their funds anytime, anywhere.

When our cardholders have questions, they have multiple avenues to access their account information. With our informative, secure and easily accessed website and mobile app, West Virginia claimants are able to access their account information and easily track spending. Plus, they have the option to call our 24/7 customer service center to gain assistance with balance information or contact a customer service representative. To stay abreast of their account, they can also enroll in text or email alerts to access their account balance or transaction information.

With U.S. Bank, security is also a strength. Our prepaid card solution has a strong security infrastructure that includes PCI and SOC certifications and vigilant security oversight by our Information Systems Security team. Our backup and recovery systems are closely monitored by federal agencies and provide reassurance to the Agency of our ability to provide continuity of services in the future.

The ReliaCard solution has been widely accepted and well-received by more than two million claimants in the past two years. We consistently obtain high satisfaction rating from our cardholders. In our most recent cardholder survey, 92% of cardholders rated themselves as satisfied with their ReliaCard provided by U.S. Bank. They cite the no/low usage fees, savings account feature, and email and text alert notifications as significant value-added services. With such a positive perception of the card program by claimants, moving forward with us just makes sense.

92% of cardholders surveyed rated themselves as satisfied with their ReliaCard provided by U.S. Bank

Supporting minority-owned business in West Virginia

As part of our commitment to supplier diversity, we identify, develop, and build strong relationships with certified diverse businesses that are qualified to supply U.S. Bank with quality products and services. We will be utilizing a West Virginia-certified state MBE, Fineline Graphics, Inc. dba Fineline Printing Group, for print and production of your cardholder materials. Please see Appendix C for Fineline's letter of commitment to provide services for your program.

Providing assistance everyday

A dedicated team of U.S. Bank resources will manage your EPC program and work with you to provide recommendations for improved efficiencies and identify areas of continued expansion. Paul Isaacson, relationship manager, will be your primary point of contact. He will be supported by Gretchen Anderson, senior relationship manager, Tyler Vickery, sales manager, and James Homer, national sales manager, to ensure your team has support around-the-clock. In addition to this dedicated support team, U.S. Bank has a full staff of dedicated personnel to support our prepaid operations. Our product, operations, customer service and technology teams are there as back up and to serve our clients and cardholders every day.

A hallmark for U.S. Bank is our ability to launch our programs on time. We have maintained a **100% success rate** in meeting client-established implementation deadlines. We use the lessons we have learned over nearly two decades in the prepaid space to understand client needs and to make suggestions for improvement and greater efficiency during and after the implementation process.

With U.S. Bank's commitment to customer service and nearly 20 years' experience implementing complex government programs, you can be confident that the entire team (yours and ours) will be ready to issue cards by our agreed upon launch date with the technology in place and training completed. As with all our clients, we will provide project leadership and technical assistance to bring the Agency online with the ReliaCard program for their unemployment distributions.

Dedicated support to assist in transition

A successful and smooth transition from the Agency's previous UI Benefits Debit Card provider is of utmost importance to U.S. Bank. We have a strong track record of successfully transitioning UI debit card programs to U.S. Bank. Our goal is to make the transition as seamless as possible for the Agency and for your benefit recipients.

Through the information communicated in our response we sincerely hope you see the level of expertise and commitment we have to the government prepaid industry. Should the Agency make the decision to further consider U.S. Bank as their next partner, we welcome any discussions/negotiations to come to agreement on a mutually beneficial and sustainable long-term partnership between U.S. Bank and the Agency. We are committed to supporting your claimants, supporting your business activities and are looking forward to demonstrating our expertise.

Required attachments

Cost proposal

Our completed Cost Proposal Spreadsheet has been attached as a separate document.

Acknowledgement of addendums

U.S. Bank acknowledges the issuance of the addendum to the Request for Proposal (RFP). Our acknowledgment forms can be found in attachment titled Addendum 1 and required documents.

Contract terms

U.S. Bank acknowledges its acceptance of the General Terms and Conditions outlined in the RFP. Complete Solicitation - Insurance Review included in Appendix A. We have also included our Standard Agreement for the ReliaCard program in Appendix B. We anticipate that this agreement will be included in the negotiated contract with the Agency. We are confident that we can arrive at mutually agreeable terms to the contract terms as we have successfully negotiated contract terms for both the Focus Card Agreement, for payroll and ReliaCard Agreement, for pension disbursement with the West Virginia State Treasurer's Office.

Section 8.4 Contract Manager

Contract Manager: Tyler Vickery
Telephone Number: 904.470.1990
Fax Number: 612.973.2918
Email Address: tyler.vickery@usbank.com

State purchasing forms

We have included our signed and notarized *State of West Virginia Purchasing Affidavit* and *Disclosure of Interested Parties to Contracts* in the attached document titled Addendum 1 and required documents.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements:

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

3.1.1 The Electronic Payment Card (EPC) / Direct Deposit

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

Agreed. The ReliaCard uses the VISA network, which is accepted at more than 60 million domestic and 199 million international point-of-sale (POS) locations worldwide.

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

Agreed. Cardholders can use their ReliaCard wherever Visa debit is accepted, including commonly frequented retailers like grocery stores, pharmacies and gas stations. Cardholders can also use their ReliaCard to make Internet, mail order and telephone purchases.

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

Agreed. The ReliaCard program will utilize Visa-branded prepaid cards that operate within the Visa Interlink and Maestro debit merchant networks for signature-based, PIN-based and cash back transactions.

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

Agreed. ATM access is an extremely important aspect of any government benefit EPC program. ReliaCard contains the technology required to operate at any ATM locations in the Visa PLUS network for the withdrawal of cash through a normal ATM transaction – including nearly 2 million locations worldwide. **ReliaCard will provide full in-network ATM service to every county in West Virginia.**

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

Agreed. The ReliaCards expire every three years and automatically are reissued to all active accounts. New cards are mailed to the cardholder's address of record approximately 45 days prior to the card expiration date and have a new three-year expiration timeframe.

Upon receipt of the reissued card, the cardholder will be instructed to destroy the old card and activate the new card via IVR. During this transition period the old card remains completely open, accessible and useable until the new card is activated, ensuring that there is never a gap in card accessibility.

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

Agreed. Our ReliaCard program will be established as non-portable, ensuring only funds initiated by the Agency are allowed. Neither the cardholder nor any other entity is permitted to add funds to the ReliaCard account. Credits from merchants who are making refunds of authorized

purchases or corrections for erroneous or canceled transactions will be allowed. The cards are funded via ACH and the Agency can load as many times per month as they'd like.

3.1.1.7 The EPC must have stored value; possible Agency weekly monies transferred to the card can range from \$24.00- \$424.00. If multiple weeks are processed, this amount could be larger. The stored value on any card will vary depending on the amount the Agency transfers and the amount each cardholder removes. The average monthly amount of funds disbursed on a monthly basis to each claimant is \$814.29. However, if the claimant receives weekly benefits at the maximum weekly benefit amount available the disbursement would be \$1,696 per month.

Agreed. ReliaCard is a stored value card program. The Agency will have the ability to load the card as often as they would like, in the amount they deem appropriate. There is no minimum balance or minimum load amount required when adding funds to the cards. We will accept all loads as described above.

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

Agreed. ReliaCard does not incorporate a line of credit or have any other ties to credit products or their functionality. If a cardholder attempts a transaction for more than their balance, it will simply decline at the point of sale (at no fee to the cardholder).

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

Agreed. ReliaCard can be used anywhere Visa is accepted. Cardholders can receive cash back with purchase at participating merchants through a PIN-based transaction.

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

Agreed. Visa branding provides almost universal acceptance, including online and phone purchases. ReliaCard has the required embossed 16-digit card number, expiration date and security code that can be used to make card-not-present transactions.

3.1.1.11 The EPC must provide for Real Time Transaction Processing.

Agreed. Our state-of-the-art processing platform and wholly owned subsidiary, FSV Payment Systems (FSV), uses proprietary technology built specifically for prepaid cards. This delivers the fastest possible processing speed and greatest cardholder experience—resulting in real-time processing. Cardholder transactions are processed and posted to the account immediately, ensuring an accurate available balance. That balance can be viewed online or via the mobile app, toll-free IVR, at an ATM or two-way text.

Our flexibility in developing prepaid card programs is derived from a configurable, rules-based and parameter-driven processing system that is adaptive to the requirements of any number of program variables. The FSV processing platform is also used by four of the 10 largest prepaid issuing banks—providing proven confidence in our ability to support large and varied programs by leaders in our industry

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

Agreed. The EPC is set up as a prepaid card account and does not extend a line of credit. Therefore, neither a bank account relationship nor credit approval is required by U.S. Bank to open an account.

3.1.1.13 The successful vendor should provide three letters of reference with their bid response from entities, other than individual cardholders, wherein vendor provided electronic payment services, such as counties, cities and/or other government programs. This information will be required before issuance of contract award.

Agreed. U.S. Bank has the knowledge, expertise and experience to successfully implement and manage government programs for a wide range of clients. We welcome the opportunity for the Agency to speak to our current clients. We have selected three government clients for which we currently provide ReliaCard services similar to those outlined in this proposal. Each individual listed can speak to their prepaid card experience with U.S. Bank and have agreed to speak with you regarding our services. We have included the letters of reference in Appendix D.

We have also included a reference from the state of West Virginia Treasurer’s office. We provide them with electronic payment services for payroll and pensions and they have agreed to be a reference for U.S. Bank as well.

	Reference 1	Reference 2	Reference 3	Reference 4
Reference Company Name	West Virginia State Treasurer’s Office	City of Roanoke Redevelopment & Housing Authority	State of Washington Dept of Social & Health Services	State of Idaho Dept of Health & Welfare
Contact Name and Title	Brant Gibson, Director of EFT & Financial Services	David Bustamante, Executive Director	Wendy Cole-Deardorff, Accounting Services Manager	Eileen Emory, EBT Operations Supervisor
Contact Phone Number	304.340.1594	540.983.9241	360.529.7123	208.334.5820
Contact Email Address	brant.gibson@wvsto.com	dbustamante@rkehousing.org	wendy.cole-deardorff@dshs.wa.gov	eileen.emory@dhw.idaho.gov

3.1.1.14 The successful vendor must provide cardholders a secure system that operates 24 hours per day, 365 days per year; toll-free 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.

Agreed. The Agency’s ReliaCard program will have a dedicated, toll-free, customer service number and a cardholder website through which claimants can check their balance, receive transaction history and report a lost or stolen card.

Cardholders are fully informed and supported – 24/7/365

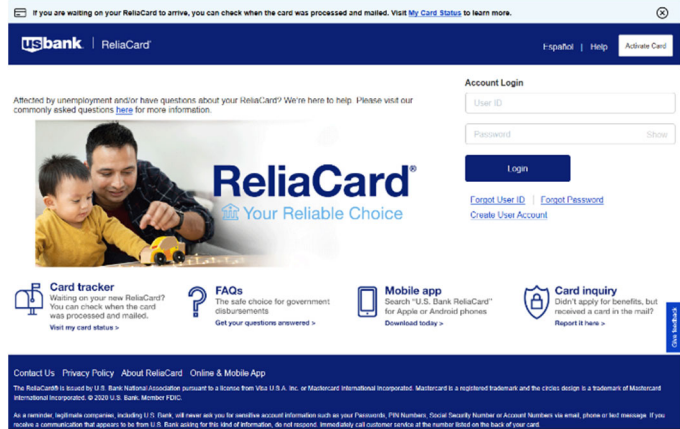
Our customer service center’s toll-free number is conveniently printed on the back of the card. By calling the dedicated, toll-free customer service number specifically for the West Virginia program, cardholders are assisted by:

- **Automated IVR assistance** – A user-friendly and automated response system to get answers quickly and easily.
- **Visual IVR** – While on the phone with IVR, a link will be sent to their mobile device for a visual representation of their transaction history.
- **Live agent support** – Provided by English and Spanish-speaking customer service representatives, and an interpreter service is available with nearly 200 languages of support, including TTY capabilities.

We do not charge our cardholders for calling our customer service center.

All cardholders receive secure, free and unlimited access to the ReliaCard website to manage their account 24/7. Using this site, cardholders have direct access to their account and program resources. Some of the online website functionality includes:

- Transaction history
- Balance inquiries
- Activation
- PIN selection and PIN change
- Email and text alert registration
- ATM locator
- Profile management
- Monthly statements
- Bill pay (optional feature)
- Information on how to file a dispute
- FAQs
- Cardholder agreement
- Usage instructions
- Fee disclosure



All ReliaCard accounts are setup with itemized detail of their most recent transaction and online monthly statements via the ReliaCard program website. If a cardholder prefers monthly, paper statements to be mailed, they must opt-in for paper statements via the ReliaCard program website.

Monthly Statement

4912 89XX XXXX 0154

Select a Reporting Period: February 2017

Cardholder Services
P.O. Box 559617
Jacksonville, FL 32255

Test Card
200 S. 6th Street EP-MN4190C
Minneapolis, Minnesota 55402

Card ID: 287985341
Card Number: 4912 89XX XXXX 0154

Beginning Balance: 02/01/2017 \$0.00
Ending Balance: 02/28/2017 \$0.00

It is very important that you contact Customer Service to report any changes in your address or account information on the remaining balance in your account at any time by calling the number on the back of your card.

Payments and Credits

Date	Description	Reference	Amount
2017-02-27 03:50 PM	2721 - Operation Pre-auth (1132) credit	(Orig TransID = 2721) W0465549 Test funds	\$40.00
Total Payments and Credits			\$40.00

Purchases and Withdrawals

Date	Description	Reference	Amount
2017-02-28 02:27 PM	2721 - Operation Pre-auth (1132) Debit	(Orig TransID = 2721) W0465549 Remove Remaining Test Funds	-\$0.00
2017-02-28 08:13 AM	ATM Cash Withdrawal - US\$ (Domestic)	51545003 U.S. BANK US BANK PLAZA OFFICE MINNEAPOLIS MN US [USBank]	-\$20.00
2017-02-27 04:12 PM	ATM Cash Withdrawal - US\$ (Domestic)	58844508 U.S. BANK US BANK PLAZA #2 MINNEAPOLIS MN US [USBank]	-\$20.00
Total Purchases and Withdrawals			-\$40.00

Fees

There were no Fees charged during the specified date range.

Total Fees Current Period: \$0.00
Total Fees Prior Month: \$0.00
Total Fees Year to Date: \$0.00

Holds and Releases

There were no Holds or Releases during the specified date range.

Information about your Account Statement

Fee Summary: Total Fees are based on the end date of the Reporting Period selected and include fees incurred using your current card and all related cards. If your reporting period includes the current month, total fees calculations includes fees posted prior to midnight central 02/28/2017.

In Case of Errors or Questions About Your Electronic Transfers— Call us at 855-262-4961 or write us at Cardholder Services, P.O. Box 559617, Jacksonville, FL 32255 as soon as you can, if you think an error has occurred in your prepaid account or if you need more information about your transactions. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. Alternatively, we may require you to report an unauthorized transaction(s) within 120 days after the transfer or transaction allegedly in error was credited or debited to your account. You will need to tell us:

- Your name and card ID number or other information that identifies your account.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or questions in writing within 10 business days. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to complete our investigation, we will credit your account for the amount you think is in error, so that you will have 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 until the investigation is complete.

The ReliaCard is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. or Mastercard International Incorporated. Mastercard is a registered trademark of Mastercard International Incorporated. Member FDIC.

Other Options

Transaction History

Purchases and Withdrawals

Date	Description	Reference	Amount
2019-06-07 12:39 PM	ATM Withdrawal (out-of-network)	XK4513 WINGS FINANCIA 527 MARQUETTE AVE MINNEAPOLIS MN US [Surcharge = -3.00]	-\$23.00
2019-06-06 11:57 AM	POS Purchase (Domestic)	000444500 BRUEGGERS #3732 MINNEAPOLIS MN US	-\$6.87
Total Purchases and Withdrawals			-\$29.87

Fees

Date	Description	Reference	Amount
2019-06-07 12:39 PM	ATM Withdrawal (out-of-network)	XK4513 WINGS FINANCIA 527 MARQUETTE AVE MINNEAPOLIS MN US [Surcharge = -3.00]	-\$1.75

In addition, we offer a variety of other cost-free convenient channels that are available 24/7 to access account information or get answers to questions including:

- **Mobile App** – ReliaCard users can check the account balance, recent transactions and view mini-statements on-the-go.
- **Two-way text inquiries** – In addition to proactive, automated alerts, cardholders can also engage in two-way text inquiries to get their balance, most recent transaction, the customer service number and their savings account balance (optional service) .

- **Text and email alerts** – Cardholders have access to 11 text and email alerts that aid them in staying informed of account activity.
- **ATM balance inquiries** – ReliaCard users can obtain a balance inquiry via any Visa/PLUS, U.S. Bank, MoneyPass, Allpoint or SUM ATM.
- **Mailed disclosures** – Throughout the lifetime of the program, cardholders will receive compliance disclosures, statements and other communications via the regular mail and email.

Our IVR system has sufficient capacity to ensure that every call is answered immediately so a caller will never receive a busy signal. Each call can last as long as the cardholder requires to meet their needs.

3.1.1.15 The successful vendor must provide a designated informational page on vendor's website for cardholders of the Agency unemployment payment cards to provide them with an accessible list of fees attributable to the unemployment EPC card, a current list of in-network statewide ATMs, and detailed contact information for their customer service. The web page should be accessible without cardholder having to create a login.

Agreed. We will provide the Agency with a web page for cardholders of the Agency to access Consumer Financial Protection Bureau (CFPB) compliant Short and Long Forms (including fees attributable to the unemployment EPC card, lists of in-network statewide ATMs, and contact information for customer service). The web page will be accessible on a pre-card activation basis, meaning the claimant does not need to have a card or create a login to view the required information.

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.

Agreed. The link to our cardholder website is www.usbankreliacard.com. At this time, anyone can view ReliaCard usage tips, FAQs, ATM offerings and easily contact customer service for general inquiries all without having to log in. As noted above and as part of our CFPB compliance, we will provide the Agency with a website for cardholders of the Agency to access that contains compliant Short and Long Forms (including fees attributable to the unemployment EPC card, links to statewide in-network ATMs and contact information for customer service). The web page will be accessible on a pre-card acquisition basis, meaning the claimant does not need to have a card or create a log in to view the required information. The West Virginia specific page will be live after award and prior to launch of the program.

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.

Agreed. Our client support team will facilitate and monitor any card reissue upon request from the Agency. Any email or telephone requests received before 3 p.m. ET will be processed the same business day. While email or telephone requests received after 3 p.m. ET are typically processed the next business day. We can help decrease the delivery time of the card by requesting expedited delivery and we can waive the fee in these circumstances (not standard due to error). Additionally, Paul Isaacson, your relationship manager, will also be a resource for the Agency to resolve day to day issues.

3.1.1.18 The successful vendor must allow a new card to be requested by the cardholder in cases of a lost, stolen, damaged, etc.; provide unlimited calls each month to a toll-free domestic

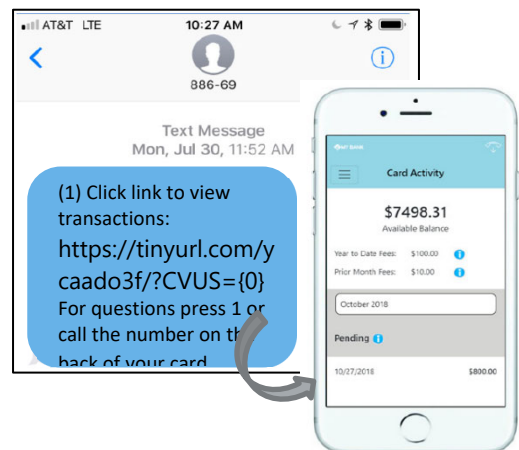
customer service support which is located within the geographical boundaries of the United States with live representatives between the hours of 8:00 am and 6:00 pm Eastern Standard Time Monday thru Friday; the option to speak with a Live Customer Service Representative must be easily accessible from the main menu as a selection on the vendor's toll-free line for cardholders.

Responsive IVR system allows direct access to CSRs

Agreed. U.S. Bank far exceeds your requirement. ReliaCard cardholders can make unlimited calls to our domestically based live customer service representatives 24/7, without ever incurring a fee. This allows them to request a new card if their card is lost, stolen, damaged, etc. and gain access to the account information they need. We have found that cardholders are most comfortable speaking to a live representative to request a new card due to the sensitive nature of the information gathering required. Our IVR system allows them to easily select and reach a representative by pressing "0" at any time.

From the IVR system, cardholders are able to:

- Easily select to speak to a live customer service agent.
- Obtain account information (current balance and last 10 transactions including deposits and purchases).
- Activate their card and change/update their PIN.
- Request a replacement card.
- Report a lost or stolen card.
- Enroll in alerts.
- Access bill pay.
- Request paper statements.
- Access their account using Visual IVR – **An exclusive, innovative service from U.S. Bank**—Allows the cardholder to obtain a text containing a link to view the requested information on their smartphone (shown to the right). This feature allows cardholders to view multiple transactions and scroll through them to verify each transaction, offering a fast, visual way to monitor transactions. If a cardholder needs additional assistance, they simply text back 1 to quickly re-enter the IVR system and request to speak to a CSR if needed.



As is our standard security practice, the CSR will verify the cardholder's identity by requesting the last four digits of their Social Security number prior to deactivating the old card so it cannot be used. There is no cost to the Agency or the cardholder when the replacement card is shipped via standard USPS delivery. Cards can also be shipped using expedited delivery methods at the cardholder's request for an additional fee.

To speed up the process for future calls, our IVR recognizes the phone number the caller is using and ties it to their card account. When the cardholder calls the IVR from that phone number in the future, they will not have to enter their full card number and can go straight to identity verification. If a phone number has multiple card accounts tied to it, the cardholder will be asked to enter the last four digits of the specific card they are calling about.

Lost or stolen cards

Cardholders can report damaged, lost or stolen cards directly to us by calling our 24/7 customer service line. We have found that cardholders are most comfortable speaking to a live

representative to request a new card due to the sensitive nature of the information gathering required. As is our standard security practice, the customer service representative (CSR) will verify the cardholder's identity by requesting the last four digits of their Social Security number prior to deactivating the old card so it cannot be used.

When a cardholder calls customer service, the CSR will disable the current card and order a replacement card, which will be mailed to the cardholder in two business days. When the recipient receives and activates their new card, the balance is automatically transferred from the old card, making it available as soon as the new card is placed into service. A provisional credit for the lost amount will be applied in accordance with Regulation E.

Replacement cards are sent via first class mail within two business days of the cardholder's request. Cards can also be shipped using expedited delivery methods at the cardholder's request for an additional fee. When the recipient receives and activates their new card, the balance is automatically transferred from the old card, making it available as soon as the new card is placed into service.

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.

Agreed. U.S. Bank is currently far exceeding this requirement with our current clients. Our standard time to answer is 80% of CSR-assisted calls will be answered within 45 seconds of the call being transferred from our IVR.

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

Agreed. Cardholders need to feel confident that they will be able to access help quickly in a language they are comfortable using. When they call our customer service number, they are given the option to continue in either English or Spanish as soon as their call is answered, or they can proceed with the use of Telecommunications Relay Services. If they elect to talk to a customer service representative, their call will continue in either English or Spanish (available 24/7). We also partner with a 24/7 language translation service that supports nearly 200 languages, ranging from French and Chinese to Pidgin and Tagalog. Through the language line, our CSR's can easily conference in a professional interpreter to help understand and respond to the cardholder's request. The ReliaCard website is available in both English and Spanish in its entirety.

Languages Available via Customer Service				
Acholi	Dutch	Japanese	Moldavan	Sorani
Afrikaans	Estonian	Javanese	Mongolian	Spanish
Akan	Ewe	Kanjobal	Montenegrin	Sudanese Arabic
Albanian	Farsi (Persian)	Karen	Moroccan Arabic	Sundanese
American Sign Language	Fijian Hindi	Karenni	Navajo	Susu
Amharic	Finnish	Kashmiri	Neapolitan	Swahili
Arabic	Flemish	Kazakh	Nepali	Swedish
Arakanese	French	Khmer (Cambodian)	Nigerian Pidgin	Sylheti
Armenian	French Canadian	Kinyarwanda	English	Tagalog
Ashante	Fukienese	Kirghiz	Norwegian	Taiwanese
Assyrian	Fula	Kirundi	Nuer	Tajik
Azerbaijani	Fulani	Korean	Oromo	Tamil
Azeri	Fuzhou	Kosovan	Pahari	Telugu
Bajuni	Ga	Krio	Pampangan	Thai
Bambara	Gaddang	Kurdish	Pangasinan	Tibetan
Basque	Gaelic	Kurmanji	Pashto	Tigre
Behdini	Georgian	Laotian	Patois	Tigrinya
Belorussian	German	Latvian	Pidgin English	Toishanese
Bengali	Greek	Lingala	Polish	Tongan
Berber	Gujarati	Lithuanian	Portuguese	Tshiluba
Bosnian	Haitian Creole	Luganda	Portuguese Creole	Turkish
Bulgarian	Hakka	Luo	Pothwari	Twi
Burmese	Hakka – China	Luxembourgeois	Pulaar	Ukrainian
Cantonese	Hassaniyya	Maay	Punjabi	Urdu
Catalan	Hebrew	Macedonian	Quichua	Uyghur
Chaldean	Hindi	Malagasy	Romani, Vlach	Uzbek
Chaochow	Hmong	Malay	Romanian	Vietnamese
Chavacano	Hokkien	Malayalam	Russian	Visayan
Cherokee	Hunanese	Maltese	Samoan	Wenzhou
Chin	Hungarian	Mandarin	Serbian	Wolof
Chuukese	Ibanag	Mandingo	Shanghainese	Yiddish
Cree	Ibo	Mandinka	Sichuan	Yoruba
Croatian	Icelandic	Marathi	Sicilian	Yupik
Czech	Igbo	Marshallese	Sinhalese	
Danish	Ilocano	Mexican Sign Lang.	Sindhi	
Dari	Indonesian	Mien	Slovak	
Dinka	Inuktitut	Mina	Slovenian	
Diula	Italian	Mirpuri	Somali	
	Jakartanese	Mixteco	Soninke	

3.1.1.21 The successful vendor must notify the Agency within four (4) hours of any down time.

Agreed. Your U.S. Bank relationship manager, Paul Isaacson, or U.S. Bank client support will let the Agency know in advance of any planned down time of any U.S. Bank systems. In the event an issue occurs that impacts cardholders, such as unplanned system down time, your relationship manager or our client support team communicates directly with the Agency's program administrator to inform you of the problem and explains how we are working towards a resolution. We have an established escalation protocol in place to help ensure clients are notified and issues are resolved appropriately, as outlined below.

Response Protocol		
Level	Description	Frequency
Severity 1 – Urgent	<p>An incident or problem that:</p> <ul style="list-style-type: none"> ▪ Prevents system from performing a critical business process or function ▪ Prevents clients or cardholders from using the System to provide services in compliance with applicable Law ▪ Prevents one or more users from accessing data or putting new data into system ▪ Causes loss or corruption of data ▪ Could create negative reputation for client ▪ Leaves system without a working backup <p>Examples: Portal unavailable, loads have not been posted, ATM/POS transactions being denied.</p>	<p>Initial Notice: Within 2 hours</p> <p>Ongoing: Every 30 minutes.</p>
Severity 2 – High	<p>An incident or problem that adversely affects any process or function that is non-critical but it is material to clients or cardholders.</p> <p>Examples: Card orders are delayed, functionality critical to business processes is unavailable with no workaround.</p>	<p>Initial Notice: Within 4 hours</p> <p>Ongoing: Once per day</p>
Severity 3 – Medium	<p>An incident or problem that adversely affects any process or function used by clients or cardholders but does not qualify as a Severity 1 or a Severity 2 problem.</p> <p>Examples: Functionality critical to business processes is unavailable with workaround.</p>	<p>Initial Notice: Within 24 hours</p> <p>Ongoing: Once per week</p>
Severity 4 – Low	<p>Minor impacts and problems that do not adversely impact clients or cardholders.</p> <p>Examples: Cosmetic change to website or a minor issue that is a nuisance but not impeding clients from executing their processes.</p>	<p>Initial Notice: Within 72 hours</p> <p>Ongoing: TBD</p>

3.1.1.22 The successful vendor must also provide a monthly report of any down time in their customer service support. This report will only be necessary when down time occurs.

Agreed. We provide a monthly report detailing the performance of our cardholder web system which documents up time for each day of the month. We also provide a customer service metrics report that includes:

- Number of incoming calls.
- Abandon rate (percentage).
- Number of calls handled by IVR.
- Number of calls handled by live agents.
- SLA level achieved.
- Average handle time.
- Top five reasons for talking to live agents.

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

Agreed. To ensure your new cardholders have prompt access to their funds, the Agency will send U.S. Bank enrollment files on a daily basis. We provide both a secure batch file enrollment process and a secure online web-based enrollment process that the Agency can elect use to enroll participants.

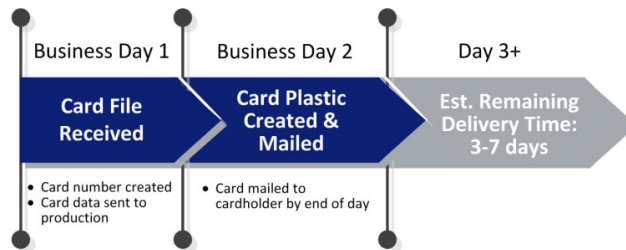
- **Batch file transmission via SFTP or other transmission formats** – Batch file enrollment allows you to compile new account information for as many cards as necessary and transmit the information in one file to U.S. Bank.
- **Data entry via secured administrative portal** – Select staff will be given secured access to this interactive, web-based enrollment and search tool for both new account enrollments and account updates. Enrollments completed through the secure web-based tool occur in real-time.

Using a daily enrollment method allows the Agency to compile new account information for as many cards as necessary and transmit the information in one daily file. Immediately upon processing the Agency's enrollment file, we create a new card account for each record in the file and provide the account number back to the Agency with the enrollment acknowledgment file. This allows the Agency to begin funding the cards immediately (even the same day on newly established accounts).

Once a new enrollment file is received from the Agency, a new card account is created for each record immediately upon processing the file. Individual funding account numbers are created and provided back to the Agency in the enrollment acknowledgment file that is sent within two hours or less of processing the file. The Agency can begin funding the ReliaCard accounts immediately upon receipt of the acknowledgement file, even the same day on newly established accounts.

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.

Agreed. The card order is sent to our card provider who will produce and ship personalized cards the next business day after receiving the enrollment data file. Cards are shipped first-class mail via the U.S. Postal Service. This process allows for us to process enrollments and mail completed card the next business day.



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.

Agreed. The cards can be funded by the Agency's choice of bank accounts with no fee from U.S. Bank Prepaid. Our onboarding team will work with you to easily capture the remitter and test funding from your accounts prior to launch.

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.

Agreed. A cardholder can request a new card for any reason (including name changes) by simply calling a live customer service agent and asking for one. The card will be replaced free of charge. For name changes via ReliaCard customer service, the cardholder is responsible for providing legal documentation supporting the name change before a new card can be issued. The Agency may prefer to enter the name change by updating the cardholder record on the ReliaCard administrative website, which will trigger a new card to be issued.

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).

Agreed. U.S. Bank can accept funds via Fedwire, however, we would like to discuss alternative options such as ACH or Real Time Payments that may be a more efficient and cost effective solution for the state. Card accounts can be funded using a NACHA-approved ACH file processing. All files are processed according to Federal Reserve standards.

Our FSV processing system checks for incoming ACH/funding files multiple times per day according to the funding windows below, ensuring that payments are processed daily, except for bank holidays and Sundays. Our system retrieves ACH files according to the funding windows below. All files present at that time are processed according to Federal Reserve standards. This means that if the effective date contained in the ACH file is equal to or prior to today's date, the file is processed and posted to the card account. If the processing time stamp on the file is in the future, the file will be moved to a separate folder to be processed at the specified time. Newly deposited funds are available to the cardholder immediately upon being processed and posted to the card account.

We provide a file processing confirmation via a file receipt confirmation or standard report. This process allows us to deposit funds into individual accounts on the effective date provided by the Agency and supports prompt processing of ACH files.

Current ACH Funding Windows		
Date ACH File Received	Time ACH File Received *	Funds Processed
Sunday	No Transmissions	
Monday	5:00 a.m. CT	5:30 a.m. CT
	8:00 a.m. CT	8:30 a.m. CT
	4:00 p.m. CT	4:30 p.m. CT
Tuesday – Friday	1:00 a.m. CT	1:30 a.m. CT
	2:00 a.m. CT	3:00 a.m. CT
	5:00 a.m. CT	5:30 a.m. CT
	8:00 a.m. CT	8:30 a.m. CT
	4:00 p.m. CT	4:30 p.m. CT
Saturday	1:00 a.m. CT	1:30 a.m. CT
	2:00 a.m. CT	3:00 a.m. CT

* FSV (a wholly owned subsidiary of U.S. Bank) must receive the funding file from U.S. Bank/the Federal Reserve 15 minutes prior to the time listed in the Date and Time column to ensure funds are process and posted to the card account by times listed in the right-hand column.

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

Agreed. In compliance with Regulation E, we inform all cardholders of all card activity. All ReliaCard accounts are setup with itemized details of their most recent transaction and online monthly statements via the ReliaCard program website. If a cardholder prefers monthly paper statements to be mailed, they can easily opt-in for paper statements via the ReliaCard program website. We do not charge the cardholder for online or paper statements.

Monthly Statement

4912 8800 XXXX 0154

Select a Reporting Period: February 2017

Cardholder Services
P.O. Box 559817
Jacksonville, FL 32256

Test Card
200 S. 8th Street EP-MN L10C
Minneapolis, Minnesota 55402

Card ID: 287965341
Card Number: 4912 8800 XXXX 0154

Beginning Balance: 03/01/2017 \$0.00
Ending Balance: 02/28/2017 \$0.00

It is very important that you contact Customer Service to report any changes in your address or account information on the remaining balance in your account at any time by calling the number on the back of

Monthly Statement

Date Description Reference

2017-02-27 03:50 2721 - Operation Pre-Auth (1102) credit [Orig TransID = 2721] 95C465549 Test funds \$40.00

Total Payments and Credits \$40.00

Purchases and Withdrawals

Date	Description	Reference	Amount
2017-02-28 02:27 PM	2721 - Operation Pre-Auth (1102) Debit	[Orig TransID = 2721] 95C465549 Remove Remaining Test Funds	-\$0.00
2017-02-28 08:13 AM	ATM Cash Withdrawal - USB (Domestic)	SUS45003 U.S. BANK US BANK PLAZA OFFICE MINNEAPOLIS MN US (USBank)	-\$20.00
2017-02-27 04:12 PM	ATM Cash Withdrawal - USB (Domestic)	SBW45059 U.S. BANK US BANK PLAZA 42 MINNEAPOLIS MN US (USBank)	-\$20.00
Total Purchases and Withdrawals			-\$40.00

Fees

There were no Fees charged during the specified date range.

Total Fees Current Period \$0.00
Total Fees Prior Month \$0.00
Total Fees Year to Date \$0.00

Holds and Releases

There were no Holds or Releases during the specified date range.

Information about your Account Statement

Fee Summary: Total Fees are based on the end date of the Reporting Period selected and include fees incurred using your current card and all related cards. If your reporting period includes the current month, total fees calculations includes fees posted prior to midnight central 02/28/2017.

In Case of Errors or Questions About Your Electronic Transfers— Call us at 855-292-6161 or write us at Cardholder Services, P.O. Box 559817, Jacksonville, FL 32256 as soon as you can, if you think an error has occurred in your prepaid account or if you need more information about your transactions. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. Alternatively, we may require you to report an unauthorized transaction(s) within 120 days after the transfer or transaction allegedly in error was credited or debited to your account. You will need to tell us:

- Your name and card ID number or other information that identifies your account.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or questions in writing within 10 business days. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to complete our investigation, we will credit your account for the amount you think is in error, so that you will have 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 until the investigation is complete.

The ReliaCard is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. or Mastercard International Incorporated. Mastercard is a registered trademark of Mastercard International Incorporated. Member FDIC.

Other Options

Transaction History

Purchases and Withdrawals

Date	Description	Reference	Amount
2019-06-07 12:39 PM	ATM Withdrawal (out-of-network)	XX4513 WINGS FINANCIA 527 MARQUETTE AVE MINNEAPOLIS MN US [Surcharge = -3.00]	-\$23.00
2019-06-06 11:57 AM	POS Purchase (Domestic)	000444500 BRUEGGERS #3732 MINNEAPOLIS MN US	-\$6.87
Total Purchases and Withdrawals			-\$29.87

Fees

Date	Description	Reference	Amount
2019-06-07 12:39 PM	ATM Withdrawal (out-of-network)	XX4513 WINGS FINANCIA 527 MARQUETTE AVE MINNEAPOLIS MN US [Surcharge = -3.00]	-\$1.75

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.

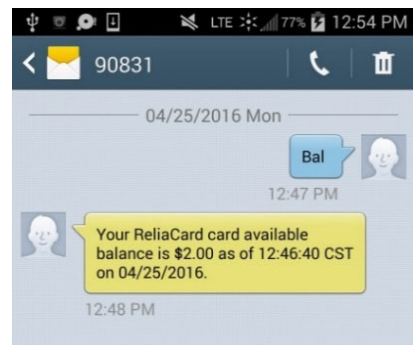
Agreed. We have been supporting text alerts for deposit notifications for years and it is an extremely popular feature among our current cardholders. We provide cardholders with the option to enroll in up to 11 different alerts to keep them up-to-date and well-informed of card activity. In addition to our website, cardholders can sign up for text alerts via our mobile app.

Automated Text and Email Alerts			
Alert Type	Description	Website	Mobile App
Welcome Alert	When the cardholder has successfully enrolled in alerts.	✓	✓
Deposit Alert	When funds are loaded to the card (includes the new available balance).	✓	✓
Transaction Alert (any debit)	When a point-of-sale (POS) transaction is posted to their account (includes the new available balance).	✓	✓
Low Balance	When the available balance on the card falls below a set minimum.	✓	✓
Purchase Alert	When each point-of-sale (POS) pre-authorization transaction is posted to the card account (includes the new available balance)	✓	✓
Purchase Decline	When the card is declined at ATM or POS (includes the new available balance and any applicable fees).	✓	✓
Pre-Authorized Transaction	When a debit, such as an POS transaction, has occurred that meets the minimum amount entered by cardholder	✓	✓
Card Not Present Purchase	When you make a purchase has been made without physically swiping/ inserting the card.	✓	✓
International Transaction	When the card is used outside the 50 United States.	✓	✓
Card Shipped Alert	When the card has been shipped.	✓	✓
Informational Alerts	Informs cardholders about new features and benefits associated with their card accounts.	✓	✓

We also offer two-way text alerts. Cardholders can text a short code to receive the following alerts:

- Card balance.
- Recent transactions.
- Savings account balance (optional feature).
- Customer service number.

3.1.1.29 The successful vendor must establish an automated procedure for an electronically secure data connection to accept the data file transmission on a daily basis (i.e., new enrollments, address, and telephone updates), requiring no additional manual entry of data by the Agency after initial claim entry. The vendor must have an easily accessible audit trail of all such transactions which can easily be accessed.



Agreed. U.S. Bank will provide the Agency with a secure file transfer connection for automated enrollments, demographic changes, and exchange synchronization files directly to our secure

server, eliminating the need for manual entry. During the onboarding process, our skilled and experienced project managers will work closely with you to establish an agreed upon procedure that requires the least amount of Agency resources. We have been highly successful in this regard and have transitioned many programs with wide-ranging file formats. The U.S. Bank preferred format is comma-delimited using PGP encryption and sent via Secured FTP (SFTP). We will also set up APIs at the Agency’s request.

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.

Agreed. To ensure your new cardholders receive their card promptly, the Agency will send U.S. Bank batch enrollment files on a daily basis. We provide both a secure batch file enrollment process that can be sent via SFTP or uploaded to our secure administrative portal. Batch file enrollment allows you to compile new account information for as many cards as necessary and transmit the information in one file to U.S. Bank.

All data provided using the batch upload process will be echoed back in the same format and location. Within the returned file, each line item within the file will have a confirmation or failure message appended to the line item so as to provide the Agency with absolute confirmation of what transpired on the processing platform. Your administrator will also have access to a Card Account Detail report, which is one of our standard report offerings. This report provides a summary of cardholder information such as account and routing numbers, card ID, name, address, card status (active, inactive, etc.), mail date, fulfillment date, registration date, activation date and last load date. A portion of that summary report format is illustrated below.

Card Account Detail

Reporting Period: from 1/1/2021 to 1/25/2021

Client Program Name	Client Program ID	Location Name	Location ID	Inventory Point	Routing Number	Account Number	Current Card ID	ATMID	Last Name	First Name	Mailing Address	City	State	Zip Code	Card Status	Fulfillment Date	Mail Date
COMPANY NAME	123456789	Company Name	123456789	TEST	5555555555	600888888888	88888888888	123456789	SMITH	JOE	1234 S. Bank Street	Minneapolis	MN	55402	AC	09/25/2019	09/30/2019

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.

Agreed. Our goal is to simplify the end-to-end card management process for the Agency, so all administrative functions for our card programs are web-based or use current existing business technologies such as ACH funding and SFTP or API data transfer. The Agency will not be required to install new hardware or software to run the prepaid card program, nor will you have to integrate your current software or hardware into our system.

The current technical minimums required to manage a prepaid card program are:

- **For card funding** – The ability to initiate loads via standard NACHA-approved ACH PPD format or via wire transfer.
- **For enrollments, program access and maintenance** – Internet access, current browser and secure file transfer protocols (SFTP) or APIs to further automate data transfer, if desired.

3.1.1.32 The successful vendor must be Federal Depository Insurance Corporation (FDIC), Federal Savings and Loan Insurance Corporation (FSLIC), or National Credit Union Share Insurance Fund (NCUSIF) insured and affiliated with the VISA or Equal or MasterCard or Equal

system. Certificate of Insurance should be submitted with bid response. Certificate of Insurance will be required before the contract is awarded.

U.S. Bank is FDIC insured and has been since January 1st, 1934. The U.S. Bank FDIC certificate number is 6548. Confirmation of U.S. Bank's membership in the FDIC is illustrated by the current screenshot obtained by visiting <http://www.fdic.gov>. U.S. Bank is affiliated with both Visa and Mastercard. We will be using Visa as the brand for this program. See Appendix E for a copy of our FDIC Certificate.

The screenshot shows the FDIC BankFind Suite interface. At the top, there is a navigation bar with 'ABOUT', 'RESOURCES', 'ANALYSIS', and 'NEWS'. Below this, a breadcrumb trail reads: 'Home > Resources > Data Tools > BankFind Suite > Find Institutions by Name & Location'. A 'Help' icon is visible in the top right. Below the breadcrumb, there are two buttons: 'BankFind Suite Home' and 'Back to Search Results'. The main heading is 'U.S. Bank National Association'. Underneath, there is a section titled 'Institution Details' with a 'Data as of 02/15/2022' timestamp. The details are organized into three columns:

- Left Column:** Features the 'FDIC Insured' logo with a green checkmark and the text 'FDIC Insured Since 01/01/1934'.
- Middle Column:**
 - FDIC Cert #:** 6548
 - Established:** 07/13/1863
 - Bank Charter Class:** National Banks, member of the Federal Reserve Systems (FRS)
 - Primary Federal Regulator:** Comptroller of the Currency
 - Secondary Federal Regulator:** CFPB
- Right Column:**
 - Main Office Address:** 425 Walnut Street, Cincinnati, OH 45202
 - Primary Website:** www.usbank.com
 - Locations:** 2,265 domestic locations; 27 states and 0 territories; 1 in foreign location.
 - Financial Information:** [Create financial reports for this institution](#)
 - Consumer Assistance:** [HelpWithMyBank.gov](#)
 - Contact the FDIC:** [U.S. Bank National Association](#)

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

Agreed, U.S. Bank is fully compliant with all state and federal banking regulations. U.S. Bank has designed all our prepaid cards so implementation and daily operations fully comply with the regulatory requirements by which we, as a financial institution must abide. They are also set up to enable our clients to be compliant with applicable laws regarding the issuance and use of prepaid cards. A detailed list of regulations with which we comply is included below.

Banking, Financial and Processing Compliances

- Office of the Comptroller of Currency (OCC).
- Office of Foreign Assets Control (OFAC).
- Bank Secrecy Act.
- USA PATRIOT Act.
- Card Act.
- Gramm Leach Bliley Act.
- Anti-Money Laundering (AML) Laws.
- Customer Identification Program (CIP).
- Know Your Customer (KYC) Laws.
- Regulation E.
- Visa and Regulation E Plastics Compliance.
- NACHA ACH PPD entry class code funding and reversal methodologies.
- FDIC-Insured.

- Data Security Standards and Compliance.
- Visa PCI-DSS.
- Mastercard® SDP Compliance.
- SSAE 18 (SOC1 Type II).
- Consumer Financial Protection Bureau (CFPB).

3.1.1.34 The successful vendor must be a designated depository in accordance with the WV State Treasurer's Office requirements and guidelines.

U.S. Bank is an approved designated depository with the West Virginia State Treasurer's Office, having been the ACH Processing Bank since 2015. U.S. Bank is also the Purchasing card provider for the State that is managed by Auditor's Office, along with being the prepaid card provider for State employees payroll and State pension payments.

3.1.1.35 The successful vendor must not deny enrollment to any Unemployment Insurance (UI) claimant referred by the Agency for participation in the EPC program. Claimant is not a cardholder until enrollment has occurred.

Agreed. U.S. Bank will comply, except where federally restricted. To comply with the USA PATRIOT Act and the Office of Foreign Assets Control (OFAC) standards, each cardholder will be put through an OFAC screening. Any issues arising from the screening will be resolved by U.S. Bank directly with the cardholder in accordance with federal guidelines. The primary reason any cardholder would be denied a card is if they are confirmed to be on a sanctioned list. In the rare situation where a recipient is confirmed to be on a sanctioned OFAC list or other federal government watch list, U.S. Bank is bound by federal law and cannot allow that recipient to use the funds posted to the card account.

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

Agreed. Our ReliaCard program will be established as non-portable, ensuring only funds initiated by the Agency are allowed. Neither the cardholder nor any other entity is permitted to add funds to the ReliaCard account. Credits from merchants who are making refunds of authorized purchases or corrections for erroneous or canceled transactions will be allowed.

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

Agreed. ReliaCard does not incorporate the use of paper checks. Cardholders will not be able to negotiate checks against the card account.

3.1.1.38 The successful vendor must allow the Agency to approve all instructional material associated with the card; (approval must be received by Workforce WV before any materials are distributed to the Cardholder) and provide the Agency all finalized and approved educational and instructional material prior to distribution to the cardholder.

Agreed. Claimant communications are a true ReliaCard strength! We will work with you to ensure that UI cardholders are fully informed at all times. Our prepaid marketing team (dedicated solely to our business line) will meet with Agency administrators early and often in the implementation process to develop and finalize all cardholder communication materials.

ReliaCard instructional material will be submitted to the Agency for approval before they are distributed to the cardholder. We will provide the Agency with all finalized and approved

educational and instructional material prior to distribution to the cardholder. This approval is obtained as part of our onboarding process. Furthermore, if the Agency wants to update the marketing materials during the contract period, we can work with you to complete the project and secure any necessary approvals.

Ensuring current cardholders are comfortable with a change in providers

Our onboarding project manager will schedule web-based administrator training sessions where we walk your team through collaboratively assessing your program's transition communication and marketing needs. We will assist you in developing the optimal marketing and educational campaign strategy and developing the necessary collateral to inform and educate your claimants about the prepaid card.

This phase is crucial to help ensure the success of your program, as is the process by which future enrollees will be informed of their options for receiving their disbursements. Whether your current process includes posting announcements on the Agency website, providing information as part of the initial benefits application, or another method, we can work with you to help you update your materials with ReliaCard details. Our team will work with you to develop any necessary communications you need for outside parties (e.g., employers, agencies, etc.) who may be involved in working directly with your claimants enrolling in the ReliaCard program.

In order to help ensure your current cardholders experience a smooth transition to the ReliaCard program, we will distribute two letters to cardholders alerting them of the change prior to the first funding date. We will also work with you to post alerts on the Agency's website. The letters your cardholders will receive include:

- **Communication of change** — U.S. Bank will send this letter out approximately 45-60 days before the new ReliaCard program launches. The letter will alert cardholders that the Agency will soon be switching from your current provider to the U.S. Bank ReliaCard, and to watch for additional information prior to receiving their new card. We will prepare the letter and send it to your team for approval. Once approved, we will coordinate its distribution based on the cardholder enrollment file you send to us.
- **Cards are on the way** — Approximately three weeks before the first ReliaCard funding date, we will send another letter alerting cardholders that their card is on the way. The letter will let them know when the Agency will stop funding their old card and start funding the ReliaCard. It will also instruct them that they can continue to use their old card until the balance reaches \$0 and remind them to update any auto-payments to the new card account.

The graphic is titled "U.S. Bank ReliaCard® Frequently asked questions". It contains several sections: "What is the ReliaCard?", "How does the ReliaCard work?", "What are the advantages of having a ReliaCard?", and "How do I check my balance?". The advantages section lists: Fast (money deposited to account), Save time (quick access to funds), Convenient (purchase anywhere), Secure (no need to carry cash), Save money (no check cashing), Track spending (account info and alerts), Purchasing power (prestige and protection), Reliable (keep money on time), and Safe (FEDIC insured and protected). The bottom right shows a blue ReliaCard Visa card with the number 4000 1234 5678 9010 and the name ALICE BROWN.

Sample Letter Distributed to Cardholders

[Redacted]

[Redacted] [date]


[Cardholder Name]
[Address 1]
[Address 2]
[City, State Zip]

IMPORTANT NOTICE ABOUT YOUR CURRENT CARD

We are writing to inform you that **CLIENT** will soon replace your current Card with a new prepaid debit card from U.S. Bank® called the ReliaCard. Unless you sign up for direct deposit by **DATE**, you will automatically receive a ReliaCard in the mail, which you will begin receiving your pay on after **DATE**.

The ReliaCard features the same convenience and security as your current card:

- Payments are automatically loaded to your card, and funds are available to use right away.
- Make purchases, get cash, and pay bills¹ everywhere Mastercard® is accepted.
- Funds are protected if your card is lost or stolen.²



Important dates to remember:

- You will receive your ReliaCard in the mail **DATE**. The card will arrive in a plain, white envelope with a return address from Indianapolis, IN.
- You must choose a new Personal Identification Number (PIN) when you activate your new card. Your existing Card PIN will not work with your ReliaCard.
- All payments made after **DATE** will automatically be deposited to your ReliaCard. You will stop receiving pay to your current card on this date.
- Any balance remaining on your Card **WILL NOT** transfer to the new card, so **KEEP** your old card. You can continue to use your existing card until the balance reaches zero.

It's important to activate your card as soon as possible, so that you may begin taking advantage of everything the ReliaCard has to offer. You can also go to www.usbankfocuscard.com to learn more about the ReliaCard.

Along with your new card, you'll receive instructions for activation, usage guide, cardholder agreement and a complete fee schedule. Make sure to read and save this important information for your files.

¹Transactions are subject to limitations on the number and dollar amount of transactions performed each day.
²For text messages, standard messaging charges apply through your mobile carrier and message frequency depends on account settings.

Please click on the following link to learn more about our great ReliaCard marketing support program and view the online “real life” video of a Nebraska ReliaCard program.

<http://www.usbankprepaid.com/reliacard/>

See how ReliaCard is helping real people, every day.



3.1.1.39 The successful vendor must provide the cardholder, at the time the card is mailed, a list of all potential charges/fees that may be incurred, along with a packet of instructional materials. Packet should include, but not be limited to, a wallet-sized fee schedule, vendor terms and disclosures, card activation instructions and instructions for selecting a PIN, usage of the card (everyday purchases, credit/debit transactions, withdrawals, etc.), frequently asked questions, safety tips, and customer service contact information. The instructional materials must indicate that the card is being issued in relation to an unemployment claim filed with Workforce West Virginia.

Agreed. After we receive the enrollment file, your cardholders will receive a welcome packet that includes their new card, detailed fee schedule and various educational materials. The card package currently includes the CFPB fee disclosure statement, welcome brochure (FAQs, usage and safety tips), privacy pledge, cardholder agreement (terms and conditions), fraud awareness flyer, and card carrier that provides key information on activating the card, alerts, fee schedules, customer service details and more. All materials are distributed as bilingual in both English and Spanish and they are designed to be easily read and understood by the public. We have included a sample of this information in Appendix F: ReliaCard Cardholder Welcome Packet.

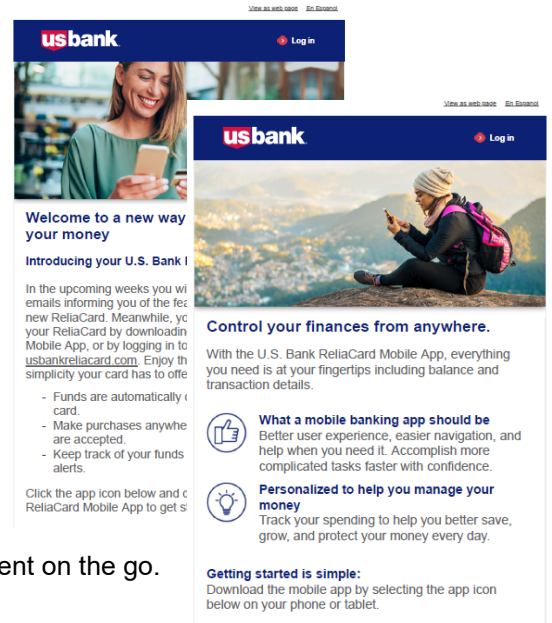
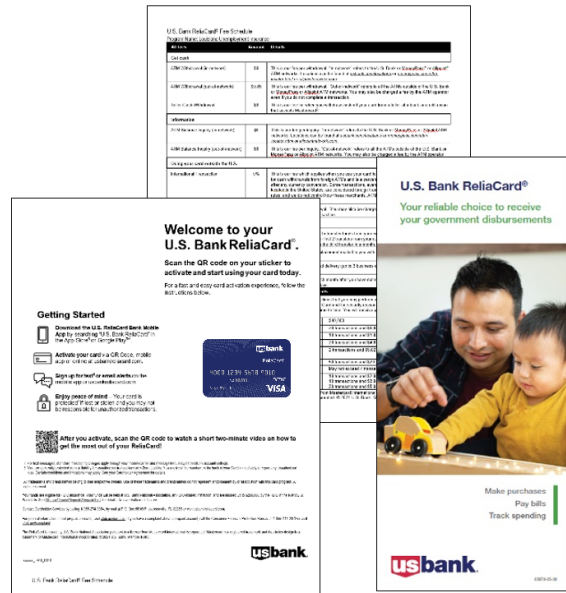
Educating cardholders on features of the card program

The Agency can also elect to have cardholders receive introductory educational emails. These attractive and informational emails are sent for four weeks after a cardholder enrolls in the program. As listed below, each is designed to educate cardholders on program features, usage tips and other helpful hints. The topics for the emails include:

- **Welcome** – Introduces cardholders to the ReliaCard and provides an overview of automatic funds deposits.
- **Usage** – Gives details on the Visa network and where cards are accepted for purchases, lost/stolen card protections, how to pay bills online and request cash back when making a purchase.
- **Alerts** – Instructs the cardholder how to enroll in text or email alerts.
- **Mobile App**– Reminds cardholders to download the U.S. Bank mobile app for easy account management on the go.

Website and mailings

In addition to the card package sent to each new cardholder, all of the same information plus a comprehensive list of FAQs will be provided for posting on the Agency website. Ongoing, additional reminders and other informational collateral can be provided as stuffers for mailing to cardholders. Through this function, U.S. Bank has the ability to be proactive and openly



communicate to cardholders about legislative or regulatory changes that impact their card and their use. Please see samples of our web-accessible FAQs in the provided ReliaCard FAQs in Appendix G.

Lastly, the mailing materials will clearly be marked indicating the card is issued in relation to an unemployment claim filed with the Agency.

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

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

Agreed. Code reference sheets will be provided to the Agency detailing approval codes, type codes, card status codes, account status codes, program types, primary/alternative codes and client (customer) search codes to ensure complete understanding of the program.

3.1.1.41 The successful vendor must mail the EPC card and all correspondence to the cardholder in envelopes that indicate the mailing is coming from WorkForce West Virginia rather than the financial institution, to avoid inadvertent disposal of mailings due to the assumption of the mail being "junk" mail or solicitations. The vendor's mailing address will be the return address.

Agreed. We will work with the Agency to ensure the card mailing is clearly identified as coming from the Agency to avoid inadvertent disposal of the mailing. This is commonly accomplished by adding the Agency's name in the return address section of the envelope which also includes our mailing address for returned mail.

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

Agreed. We will provide the Agency with written notification of change notices at least 30 days prior to the effective date of a change in policy affecting cardholders.

3.1.1.43 The successful vendor should provide the Agency with a minimum of forty-five (45) days advance notice of any changes required by law, regulations or guidance. Also, the Agency should receive advance notice of any changes due to the best practices and reserves the right to approve the same.

Agreed. U.S. Bank will provide the Agency with 45 days advance notice, or as much notification as possible, of any announced changes to laws, regulations, or guidance required by state or federal laws. U.S. Bank is always actively monitoring the regulatory landscape and are rarely surprised by any changes in regulation. We will also communicate any changes in best practices.

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

Agreed. In the rare instance of program or policy changes affecting cardholders, we make reasonable efforts to notify cardholders at least 30 days in advance of the changes taking effect. As a standard policy, U.S. Bank complies with Regulation E requirements, communicating policy changes to cardholders within at least 21 days or more. All change notices are communicated in writing via personal letters. Additionally, verbiage and content regarding the change is also provided on the ReliaCard program website, automated IVR and through live customer service to ensure maximum coverage.

3.1.1.45 The successful vendor must reinstate suspended/deactivated vendor designated cardholder ID accounts at the request of the Agency within two business days. Additionally, if the accounts were suspended/deactivated due to actions taken by the vendor, the vendor must contact the claimant to resolve the issue and the claimant cannot be charged a fee for this service.

Agreed. U.S. Bank, as appropriate, will work with the Agency to reinstate suspended/deactivated cards within two business days. If a cardholder has their account suspended/deactivated by U.S. Bank, we will work hand-in-hand with the individual to resolve the issue. They will not be charged a fee for this service. Note some accounts cannot be reactivated due to regulations (OFAC, AML, fraud, etc.).

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

Agreed. We have an automated / existing reporting to identify cards which are funded yet never activated to facilitate return of funds. Your relationship manager will guide the Agency through the setup process. However, the Agency will also have online access to card program information via our administrative portal. Card status is readily available to the Agency using our Card Account Detail report or by conducting a searching within the administrative portal. The Card Account Detail report provides a detailed summary of card account information that is itemized by individual cardholder, including last load date. A sample of this report is included below and in Appendix H. The Card Status column indicates whether the card is active.

Card Account Detail																	
Reporting Period: from 1/1/2021 to 1/25/2021																	
Client Program Name	Client Program ID	Location Name	Location ID	Inventory Point	Routing Number	Account Number	Current Card ID	ATTWID	Last Name	First Name	Mailing Address	City	State	Zip Code	Card Status	Full time nt Date	Mail Date
COMPANY NAME	123456789	Company Name	123456789	TEST	5565555555	6008888888	88888888	12345678	SMITH	JOE	1234 S. Bank Street	Minneapolis	MN	55402	AC	09/25/2019	09/30/2019

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

Agreed. U.S. Bank can deploy an automated returned funds process for the Agency. We are able to automatically sweep back funds from unpinned cards and transfer the funds to a designated State Agency account. The operable timeframes for the returned funds process can be developed in collaboration between the Agency and U.S. Bank during implementation. The Agency will receive a detailed report via SFTP explaining which cards were unloaded.

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

Agreed. Your relationship manager will work very closely with you and provide notification when funds are returned to the Agency. We recommend using a monthly process in which cards are identified and unloaded. The Agency will receive a detailed report via SFTP explaining which cards were unloaded.

3.1.1.49 The successful vendor must begin accepting initial deposits from the Agency no later than five (5) days after the receipt of the electronic daily enrollment data file transmission, which establishes the cardholder's unique ID number and initiates the mailing of the initial EPC card.

Agreed. Our established protocol helps to ensure your unemployment claimants get their cards quickly and can access loaded funds as soon as they activate their card. We create a new card account for each record in the enrollment file immediately upon processing the file and send the account number back to the Agency within the enrollment acknowledgment file. This allows the Agency to begin funding the cards immediately (same day), exceeding your requirement.

At the same time, we initiate the production of the card and ship personalized cards the next business day. Cards are shipped first-class mail via the United States Postal Service (USPS). Our card fulfillment provider is located in Indianapolis, Indiana, and is a USPS hub, which helps to ensure prompt delivery of cards.

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

Agreed. To maintain the security of the Agency's prepaid program, we follow industry leading security procedures and protocols, including only distributing cards as inactive and requiring cardholders to activate the card and select a unique 4-digit PIN.



All new cardholders will receive a card package in the mail that includes a card carrier with instructions on how to activate the card and set their PIN. As a security measure, cardholders must enter a pre-defined activation code, which can include the last four digits of their Social Security number, date of birth or ZIP code. In addition, the cardholder must enter the CVV code from the back of their card. The pre-defined activation code is customizable and will be determined during implementation.

The card can be activated 24/7 via the IVR, secure ReliaCard cardholder website or mobile app. Our new activation sticker promotes quick and easy card activation by including a scannable QR code. Scanning this code takes the cardholder directly to our web activation process where they set their initial PIN. This eliminates the need for the cardholder to call a toll-free number to activate their card and is faster and easier for the cardholder. For cardholders who are not able or do not want to use the QR code, our ReliaCard carrier also prominently displays the card activation procedures and other disclosures.

The card activation and PIN selection process for each method is described in the charts below.

Prepaid Card Activation and PIN Creation Process – Phone	
Step	Description
Step 1	Cardholder calls the secure program IVR by dialing our number on the back of their card.
Step 2	As a security measure, cardholders must enter a pre-defined activation code, which could include the last four digits of their Social Security number, date of birth or ZIP code. In addition, the cardholder must enter the CVV code from the back of their card. The card carrier (distributed with the new prepaid card) will detail what type of information is needed to activate the card.
Step 3	Once validated, the cardholder will be prompted to select a 4-digit Personal Identification Number (PIN) for future information security.

Card Activation & PIN Creation — Web	
Step	Description
Step 1	Cardholder scans the QR code on the activation sticker or goes to https://www.usbankreliacard.com and selects First Time Login.
Step 2	The 16-digit card account number will launch the activation and PIN selection process.
Step 3	Once validated, the cardholder will be prompted to select a Personal Identification Number (PIN) for future information security.
Step 4	All other account holder profile information can be set up as well.

!

Card Activation & PIN Creation — Mobile App	
Step	Description
Step 1	Go to mobile app store and select U.S. Bank ReliaCard, install mobile application, accept mobile app requirements and open mobile application.
Step 2	Enter the 16-digit card account number to launch the card activation and PIN selection process.
Step 3	Once validated, the cardholder will be prompted to select a Personal Identification Number (PIN) for future information security.
Step 4	All other account holder profile information can be set up as well.

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

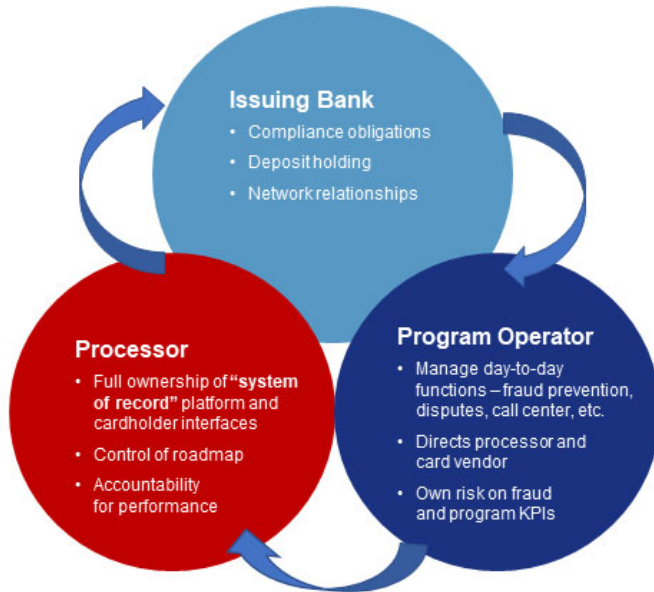
Agreed. Cardholders will be able to choose and change their PIN. They will be prompted to create their own PIN at time of card activation. They can change their PIN easily using the IVR, secure website or mobile app. As a security measure, when using the IVR, the cardholder must know the last four digits of their Social Security number (for ID verification purposes) and have the CVV available from the back of their card.

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







Agreed. U.S. Bank is committed to protecting the security of cardholder information. Unique among our competitors, we have the capability to provide the entire prepaid value chain of issuing bank, program manager, processor and all other specialty functions under a single management team and set of guiding principles—a **clear asset only a full-service bank can offer**. We have gone beyond simply investing in our products to support our clients and maintain our edge in the marketplace. We have invested in the right infrastructure to bring the first fully integrated prepaid card program to the marketplace by owning our processing platform.

By providing the Agency with the entire prepaid value chain of issuing bank, program manager, processor and all other specialty functions under one management team and set of guiding principles, we maintain direct oversight of all aspects of the program. This provides our team with a greater degree of information exchange, which help us maintain better fraud control, confidently support federal and industry compliance standards and federal/state regulatory oversight efforts—all of which are aimed at protecting the Agency and supporting your employees. In return, our integrated approach results in lower costs and greater stability for the Agency and your employees. By selecting U.S. Bank, the Agency's entire program will be on U.S. Bank systems.

U.S. Bank has Complete Control Over our Prepaid Programs



The Advantages:

-  Fully-Aligned Business Operations
-  End-to-End Accountability
-  Control of Technology Roadmap
-  Efficient Cost Structure
-  Ensures Program Continuity
-  Dedicated Functional Expertise

To protect the sensitive personal information of your cardholders, the Agency will have the backing of U.S. Bank’s multi-faceted security program that focuses on end-to-end security, ranging from employee training and protocols to the security features within our data processes centers. U.S. Bank maintains PCI-compliant and adheres to Visa’s and Mastercard’s standard security guidelines, protocols and procedures. The U.S. Bank Information Security Services team works closely with the major card associations and our subcontractors to ensure that we have protected our resources in accordance with the PCI DSS.

- Visa® PCI-DSS.
- Mastercard® SDP Compliance.



Our subcontractors are held to the same security procedures as U.S. Bank, including confidentiality requirements and being restricted to data on a “need to know” basis. Our subcontractors are subject to annual third-party audits by our internal Third-Party Risk Management compliance team that includes a detailed annual review of their security procedures. Their contracts also restrict the use and/or access to PII/PCI information. In addition, we incorporate the following data security systems into our security oversight:

Application Controls

- Third party penetration testing.
- OWASP and application testing by Whitehat.
- Development peer reviews.
- Oracle advanced security database encryption.
- PGP encryption.
- Centralized logging.

Network Controls

- Cisco firewalls.
- IBM Proventia IDS.
- IBM Proventia file integrity monitoring.

- Qualys internal and external vulnerability scan.
- SFTP with DMZ proxy.

Infrastructure Systems Controls

- CIS modeled configuration guides.
- Role-based access control.
- Centralized logging – alert logic.
- Tripwire file monitoring.
- Anti-virus, anti-malware.
- Change control.

Security Governance Controls

- PCI Assessment.
- SOC I Type II.
- Annual issuing bank due diligence reviews.
- Annual IT risk assessments.
- CISSP.

3.1.1.53 The successful vendor must work with the Agency to develop and construct security measures to verify the authenticity of the cardholder prior to the activation of the card.

Agreed. To maintain the security of the Agency's card program, we follow industry leading security procedures and protocols, including only distributing cards as inactive and requiring cardholders to activate the card and select a unique PIN once they receive it. The card carrier includes easy-to-follow instructions on how to activate the card.

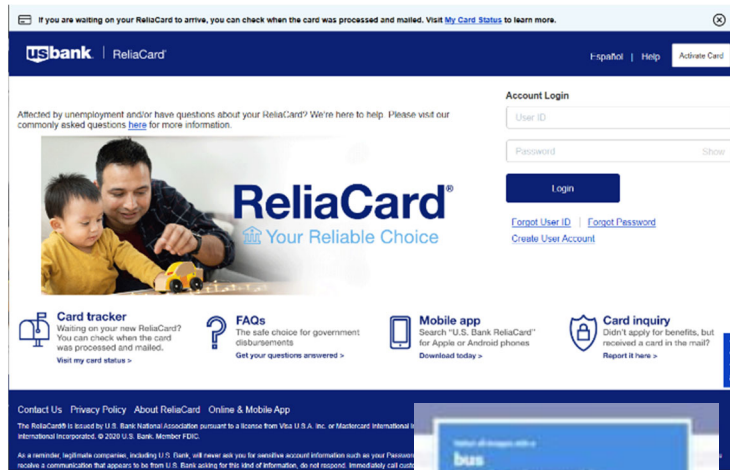
As part of the registration process for both the website and the mobile app, cardholders must verify their identity by submitting the following pieces of identification information:

- 16-digit card number

Then they need to enter:

- Last four digits of the Social Security number (or other Agency approved unique ID number such as date of birth).
- CVV number from the back of the card.
- CAPTCHA text is presented to the cardholder to key in prior to moving to the next step in the validation process.

Once they have identified themselves, the cardholder will choose a user name and password for continued use of the website, as well as the mobile app. For security purposes, passwords must be between eight and 30 characters, and include at least one upper case letter, one lower case



letter, and one number or special character. Additionally, passwords cannot be the same as the user ID.

Likewise, ID security is enforced when using IVR for card activation. When using the secure IVR, the cardholder calls the toll-free customer service number printed on the card. They must enter the card's 16-digit number and verify their identity by entering the last four digits of their Social Security number (or other Agency-approved unique ID number such as date of birth) and the CVV code from the back of their card. Once validated, the cardholder will be prompted to select a Personal Identification Number (PIN) for future information security.

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

Agreed. Cards are configured so that any attempted transaction that may exceed the available card balance, or the balance plus any applicable preauthorization offset, (e.g., restaurant tip) will decline. The Agency is not responsible for overdrafts on prepaid debit cards. The overdraft amount will be recouped by U.S. Bank when additional funds are deposited to the cardholder's account. If no further funds are deposited, U.S. Bank will absorb the loss.

While our cards do not offer a line of credit, all prepaid card programs that offer the flexibility of hospitality and rental purchases include the slight risk of the cardholder exceeding their available balance. This risk is due to the "preauthorization" component of certain transaction types that are left open until the final total is determined by the consumer. To manage these transactions, cardholders can enroll in text and email alerts via the cardholder website, which includes an alert for pre-authorized transactions when they are posted to the card account (includes the new available balance).

Examples of pre-authorized transactions include:

- **Pay-at-the-pump automated fuel dispensers (AFDs)** – If cardholders use their card at an AFD, U.S. Bank may hold \$75 from the account to initiate the transaction. This hold may take up to four days to clear. If cardholders do not want funds held or do not have enough money in their account, they are advised to pay the cashier inside for their gasoline purchase.
 - AFD technology has improved where some fuel providers can process a close to real-time clearing process that stops the AFD from pumping fuel when the card limit has been reached, but this is still the exception rather than the rule.
- **Hospitality establishments (hotels, restaurants, etc.)** – Depending upon the policy of the establishment, an amount equal to the transaction total plus as much as an additional 20% may be suspended until actual settlement is processed again. This may take anywhere from 1 to 48 hours.
- **Rentals** – Where the final amount is not known at the start of the transaction and a pre-authorization amount is suspended against the account balance. There is also the possibility of an additional charge after drop-off due to damage.
- **Merchant forced post** – A transaction posted to the account after the original, sometimes to correct an error or to add for damage (i.e., rental establishment).

3.1.1.55 The successful vendor must allow the cardholder a minimum of two (2) attempted transactions per month that are denied for insufficient funds at no cost.

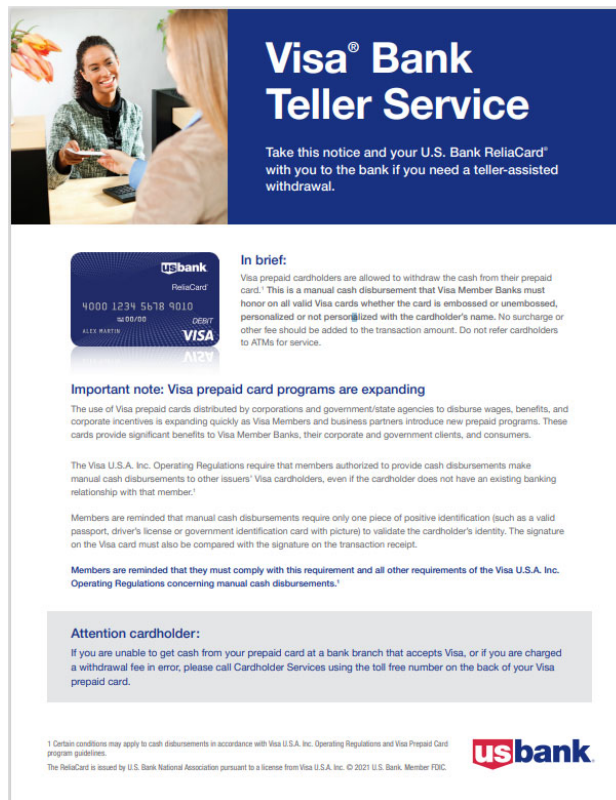
Agreed. We do not charge the cardholder for any denied transactions, **exceeding your requirements.**

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

Agreed. An unlimited number of balance inquiries can be performed at any in-network or out-of-network ATM at no cost to the cardholder, **exceeding your requirements**.

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

Agreed. Cardholders can make unlimited, free over-the-counter teller withdrawals at any of the nearly 88,000 nationwide Visa affiliated bank or credit union branches. Our partnership with Visa makes this a very simple process. Please see the flyer below explaining this feature to the cardholders and their local Visa affiliated bank and tellers.



3.1.1.58 The successful vendor must allow the cardholder to update addresses with the vendor and the vendor then provide the Agency with a daily electronic data file containing all address changes. This transaction will be a part of the audit trail stated in 3.1.1.29.

Agreed. As a service to the Agency, U.S. Bank will accept and process demographic information changes as received from the cardholder. The majority of our government clients use this service due to the 24/7 service we provide and the reduction in error by working with a single entity to manage demographic changes.

We maintain updates between your system and ours with change of address and other demographic information through the use of a daily synchronization file. We will establish an automated nightly batch file exchange in order to synchronize our cardholder databases.

3.1.1.59 The successful vendor must provide the Agency with the capability to view information specifying when a card is returned by the United States Postal Service as undeliverable. This transaction will be a part of the audit trail stated in 3.1.1.29.

Agreed. In the case of a returned card, our card production staff scans, processes and records the returned mailing in our central database and it is reported to the Agency on the next day's Card Account Detail report. This report is available on the administrative portal for administrators to view at their convenience.

Based on our security and red flag validation check policies, our card production staff does not auto correct the address information and re-send the card, since it would by-pass these security requirements. In addition, following this process helps ensure the address change creates a long-term correction to the database instead of for a single mailing, which would occur if the address was adjusted only at the point of card production. Cardholders are asked to update their address by contacting customer service directly and requesting a new card be sent to them.

When an address update is received by our customer service team or by the Agency, our systems will then be updated via an automated nightly synchronization file. If a card was returned undeliverable, U.S. Bank only mails a new card to the cardholder when an updated address is provided.

3.1.1.58 The successful vendor must send a daily data automated enrollment return file which informs the Agency that the account is open, and deposits can be made on whatever schedule the Agency chooses.

Agreed. Once a new enrollment file is received from the Agency, a new card account is created for each record immediately upon processing the file. The enrollment acknowledgment file is sent upon processing the file. Accounts can be funded as soon as the acknowledgment file is received, allowing the Agency to make deposits on whatever schedule the Agency chooses.

3.1.1.59 The successful vendor must provide one (1) free new card issuance per cardholder per year to replace lost or stolen cards. The new card must be mailed by no later than the next business day following the vendor's receipt of information required by Federal Law.

Agreed. U.S. Bank proposes to **far exceed your requirement by offering unlimited replacement cards without a fee through standard shipping**. Please see our detailed cost proposal for more details. Replacement cards can be sent via first class mail the next business day after the cardholder's request. Cardholders have the option of requesting expedited shipping of their replacement card while speaking to the customer service representative at the time they request a replacement card. They can request expedited delivery (up to three business days) for a nominal fee. Expedited delivery is available on business days, not on weekends or holidays. We cannot provide expedited delivery to a P.O. Box address. When the recipient receives and activates their new card, the balance is automatically transferred from the old card, making funds available as soon as the new card is placed into service.

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

Agreed. Cardholders can make cash withdrawal at any In-network ATM, at no cost, as needed. We do not set any limits on the number of free withdrawals allowed. However, to reduce the likelihood of fraud on cards, we may set daily transaction limits at POS, ATMs and bank tellers. Current transaction limits are noted in the chart below.

ReliaCard Unemployment Transaction Limits	
For security reasons, there are limitations on the number and amount of transactions that you may perform with your Card. There may be additional limits on the amount, number or types of transactions you can make using your Card and for security reasons we do not disclose these limits. Daily limits are based on a rolling 24-hour period. Limits are subject to change from time to time. You will receive prior notice of such changes to the extent required by applicable law.	
Maximum Card Balance at any time	\$40,000
Maximum Daily Debits	20 transactions and \$2,050 per day
ATM Withdrawals	10 transactions and \$1,025 per day
Purchases at the Point of Sale (including cash over the amount of purchase)	20 transactions and \$2,050 per transaction
Teller Cash Withdrawals (at Visa member banks) (Financial Institutions may have lower limits)	2 transactions and \$1,525 per day
Maximum Daily Credits	50 transactions and \$20,000 per day
Returns and Refunds	May not exceed 4 transactions per day
Bill Pay Transactions	10 transactions and \$2,000 per day 10 transactions and \$3,000 per week 20 transactions and \$5,000 per month

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

Agreed. Cardholder privacy and security is a core value for U.S. Bank. As a standard policy, U.S. Bank does not share or sell cardholder information.

3.1.1.62 The successful vendor must have systems disaster support available to restore value card services which include:

- a. Backup and recovery capabilities
- b. Security and emergency arrangements
- c. Must provide a copy of vendor disaster recovery plan

Agreed. Please see the U.S. Bancorp Enterprise Resiliency Program Overview and the ISO 22301 Certificate provided as separate attachments for a summary of our disaster recovery plan.

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

Agreed. There will be no fees whatsoever charged to the Agency, including for implementation or ongoing management of the ReliaCard program.

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

Agreed. U.S. Bank will not charge any additional fees to cardholders that are not included in our proposal. Please see our Cost Proposal for a full listing of fees. Our ReliaCard program is not fee driven as many of our cardholders use the card without ever seeing a fee.

3.1.1.65 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.

Agreed. If a cardholder is charged a fee by U.S. Bank that is not included in this solicitation, we will credit their account instantly upon them calling customer service to alert us. Cardholders will have the full listing of fees given to them as part of the CFPB pre-acquisition materials, in their initial card packet as well as posted on the website. This event is very rare. After the cardholder alerts U.S. Bank of a fee error, our team uses that information to diagnose the issue and to help prevent it from happening again.

3.1.1.66 The successful vendor must assist the cardholder by contacting the banking institution in cases in which any type of hold, delaying payment, is placed on the card.

Agreed. ReliaCard accounts are all held at U.S. Bank, and we never hold funds designated for deposit into our cardholder's accounts. While some issues are beyond our control, we will use our best efforts to assist cardholders with issues relating to their card.

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

3.1.1.68 Daily Confirmation Report to acknowledge receipt of the Automated Clearing House National Automated Clearing House Association (NACHA) file with the total amount of benefits on the NACHA file transferred.

Agreed. Each funding file and individual transactions will be confirmed at the time of the processing. In addition, we will provide access via the ReliaCard administrative portal. Within the portal, you will have access to our reporting system. The Card Load Report provides information regarding the loads and reversals made to/from cardholder accounts including ACH, batch and funding/adjustment account transfers. Please see an example of the Card Load Report below and in Appendix G.

Card Load										
Reporting Period: 01/01/2021 to 01/25/2021										
Report Totals:										
Total Number of Loads 3										
Total Value of Loads \$1,500.00										
Client Program	Location	Card ID	Last Name	First Name	Employee ID	Registration Date	Load Date	Load Amount	Trans Type	Trans Desc
Program Name:										
	123456789	1234567890	SMITH	JOE		03/12/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter
		1234599999	DOE	JANE		10/01/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter
		1234588888	JONES	MICHAEL		03/12/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter

3.1.1.69 Daily Return Report to list any cardholder's name and amount of benefits for debit cards or direct deposits that could not be processed. The Fiscal Division within WorkForce West Virginia must have a mechanism to track ACH fund reversals. Therefore, the vendor must provide the following information for each reversal transaction: Claimant's full Name, a Claimant Identifier (example: last four (4) digits of the Social Security Number, Agency Claimant Identification Number, etc.), and the amount. Due to claimants potentially being provided benefits through various funding sources, the vendor must list each amount reversed separately by funding source.

Agreed. The ReliaCard Funding Reject Report lists cardholders accounts for which funding has been rejected. The report is available on the administrative portal the day after cards have been funded. This information is also included in the echo file sent to the Agency if batch funding is used.

Funding Reject

Reporting Period: 01/01/2021 to 01/25/2021

Client Program Name	Client Program ID	Account Number	Card ID	Last Name	First Name	Load Date/Time	Load Amount	Reject Reason	Employee ID
U.S. Bank	555555555	123456*****0000	123456789	SMITH	JOE	1/20/21 2:23 AM	\$500.00	ACH Load Amount exceeds the limit.	

The Card Load report provides information regarding the loads and reversals made to/from cardholder accounts including ACH, batch and funding/adjustment account transfers. Information includes the cardholder's name and unique 10-digit card ID, along with the funding/reversal amount and transaction description (source). The report can also include an Agency approved claimant identifier in the "Employee ID" field, as shown in the image below.

Card Load

Reporting Period: 01/01/2021 to 01/25/2021

Report Totals:

Total Number of Loads **3**
 Total Value of Loads **\$1,500.00**

Client Program	Location	Card ID	Last Name	First Name	Employee ID	Registration Date	Load Date	Load Amount	Trans Type	Trans Desc
Program Name:										
123456789	123456789	1234567890	SMITH	JOE		03/12/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter
		1234599999	DOE	JANE		10/01/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter
		1234588888	JONES	MICHAEL		03/12/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter

3.1.1.70 Monthly Account Statement that lists all debits and credits to WorkForce account (s) during the month.

Agreed. The Card Load Report provides information regarding the loads and reversals made to/from cardholder accounts including ACH, batch and funding/adjustment account transfers. This report is available via the administrative portal and can be pulled monthly.

3.1.1.71 Monthly Balance Return Report that lists all cardholders' names and amounts of benefits that have been returned to the Agency via deposit into the Agency's account.

Agreed. We will provide a detailed report via SFTP on a monthly basis explaining which cards were unloaded and the funds returned to the Agency.

3.1.1.72 Annual SSAE 16 Report by September 30 for the fiscal year period of 7/1 to 6/30. The SSAE 16 Report must be prepared in accordance with guidelines in the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements No. 16 (Reporting on Controls at a Service Organization). These reports are requested by Agency outside accounting firms for the Single Audit and Financial Statements.

SSAE 16 may be provided onsite

Agreed. U.S. Bank's full SSAE 16 is confidential and may only be viewed in a secure fashion, onsite at a U.S. Bank facility or via a video conference call without the option of a record or copy being obtained by the Agency.

3.1.1.73 The successful vendor must ensure that any website, web portal, browser plug-ins, or provided software for all transactions and functions (e.g., file transfers, reporting, status review, etc.) are compatible with Microsoft Windows 10 builds 1709 and newer, Microsoft Edge version 92.0.902.84 and newer, and Google Chrome version 92.0.4515.159 and newer. Additionally, any

required third-party software including, but not limited to, Adobe Flash, Adobe Acrobat, Java, Microsoft.NET Framework, Microsoft Silverlight, etc., and the minimum version of this software must be specified in the vendor response to ensure that it can be supported on state computers.

Agreed. To enjoy the best and most secure experience, we support current browsers and operating systems. Our client and cardholder websites support the current and previous major releases of:

- Internet Explorer/Edge (current and previous two major releases).
- Google Chrome.
- Mozilla Firefox.
- Safari (for Mac operating systems only).

Other browsers and/or earlier versions may still work, however visual appearance, including colors, layout and other design features, may not be the highest quality. Older browsers may also pose a greater security risk, so we may block access when an older browser no longer provides the necessary level of security.

We do not currently require third-party software to use our web-based systems.

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

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

****NOTE:** All ACH reports must be maintained by the vendor in an easily accessible archival file from the date of the initial transfer of funds from Workforce West Virginia to the end of the contract. Agency staff must have access to the file of transactions so funds that are refunded to the Agency can be verified and processed accordingly. Regardless of the circumstances ending the contract between Workforce West Virginia and the vendor, the vendor must provide the Agency with an easily accessible and searchable CD listing all transactions processed through the vendor. The CD must be provided within 15 days of the expiration of the contract.

Agreed. To ensure the Agency's program administrators have access to the detailed information they need to manage your program, U.S. Bank offers web-based and ad hoc reporting

capabilities that provide detailed program reporting functionality and supports the reporting requirements listed in 3.1.1.74. a. through r.

Through our secure administrative portal, your team will have access to monthly reports and month-to-date program data that can be queried through the previous day's activity. Using this system, your team can export any report in Excel or Word formats for customization and consolidation of information, and for archiving. All report data is shown for the last 12 months. Data older than 12 months is archived and can be obtained by contacting your relationship manager. There are no fees associated with our standard reports. The only technical requirement for accessing our reporting system is a standard web browser.

Our standard report formats include a range of reports that allows your team to closely monitor your card program including those outlined in the chart below. We have included a sample of our report formats in Appendix G.

ReliaCard Reports Overview				
Report Name	Description	Available on Portal	Sent via SFTP	Sent via email
Card Order	Lists card IDs for instant issue card orders to allow you to verify that the card numbers assigned to cardholders are valid.	✓		
Card Load	Provides information regarding the loads and reversals made to/from cardholder accounts including ACH, batch and funding/adjustment, and account transfers.	✓		
Card Activity Summary	Provides a summary count of card registrations, activations, loads and the dollar amount of loads.	✓		
Card Activity Detailed	Provides a summary count of card registrations, activations, loads, ATM, POS, card-to-card transactions and product enrollments, along with the dollar amounts for applicable transactions	✓		
Card Status	Provides a summary of the card count, card status, upgrades, downgrades and replacement requests for a program.	✓		
Funding Reject	Lists cardholder accounts where loads have been rejected.	✓		
Card Account Detail	Provides a summary of location(s), inventory points and cardholder information such as account and routing numbers, card ID, name, address, card status, mail date, fulfillment date, registration date, activation date and last load date.	✓		
Card Activation Government Report	Lists cardholder accounts that have been activated.	✓	✓	
Indicative Data Change Report	Summary of all cardholder accounts which had demographic data changes within a specific program.	✓	✓	
Cardholder Information Exception	Lists cardholder accounts with incomplete or incorrect cardholder data, such as cardholder accounts with P.O. boxes as the legal/physical addresses, or invalid Social Security Numbers, dates of birth or ZIP codes.	✓		
Account Reconciliation	Provides the beginning and ending balances for your funding and adjustment accounts and all debits and credits within the period for batch and online manual payments.	✓		

ReliaCard Reports Overview				
Report Name	Description	Available on Portal	Sent via SFTP	Sent via email
Monthly Program Metric Report	Summary of card usage/program statistics on a monthly basis, cumulative throughout a calendar year. (Sent by relationship manager)			✓

Agency required ReliaCard reports

Specific to the reports you have outlined in your RFP documents, we can meet your needs through a combination of our standard reports and custom created reports. We are including our recommendations based on our knowledge of your reporting requirements. We look forward to discussing in more detail your needs as we begin the implementation process. In instances where multiple reports may meet your needs, we have listed all of them below.

Supporting All Agency Reporting Requirements	
Agency Need	U.S. Bank Proposed Solution
a) Account Closure Report	Agreed. Monthly Return of Funds report (via SFTP) or Ad Hoc report
b) Aged Inactivated Card Report	Agreed. Card Activity Summary; Card Account Detail; Daily/Weekly Activation report; Custom report
c) Card Activation Status Detail Report	Agreed. Card Activity Summary; Card Account Detail; Daily/Weekly Activation report; Custom report
d) Card Activation Summary Report	Agreed. Card Activity Summary; Card Account Detail; Daily/Weekly Activation report
e) Card Issuance Activity Report	Agreed. Response/Acknowledgment file; Card Account Detail report
f) Card Replacement Report	Agreed. Card Account Detail report
g) Cardholder Account Balance Report	Agreed. Monthly Metric; Custom report
h) Cardholder Balance Reversal Report	Agreed. Monthly Metric; Custom report
i) Client Account Summary Report	Agreed. Ad Hoc report, details to be discussed
j) Client Transaction Summary Report	Agreed. Response/Acknowledgment File
k) Customer Service Call Metrics Report	Agreed. Monthly Call Center SLA report
l) Customer Service Representative Call Type Report	Agreed. Monthly Call Center SLA report
m) Deposit Reversal Report	Agreed. Response/Acknowledgement File; Card Load report or Ad Hoc report
n) Funding Detail Report, Funding Summary Report	Agreed. Card Load report
o) Negative Accounts Aging Report	Agreed. Custom report, specific details to be discussed
p) Cards Returned as Undeliverable Report	Agreed. Card Account Detail report

Supporting All Agency Reporting Requirements	
Agency Need	U.S. Bank Proposed Solution
q) Report of Card Usage Out of the United States	Agreed. Custom report, specific details to be discussed
r) Archivable File	Agreed. All reports can be downloaded in Word or Excel format and saved for archiving purposes.

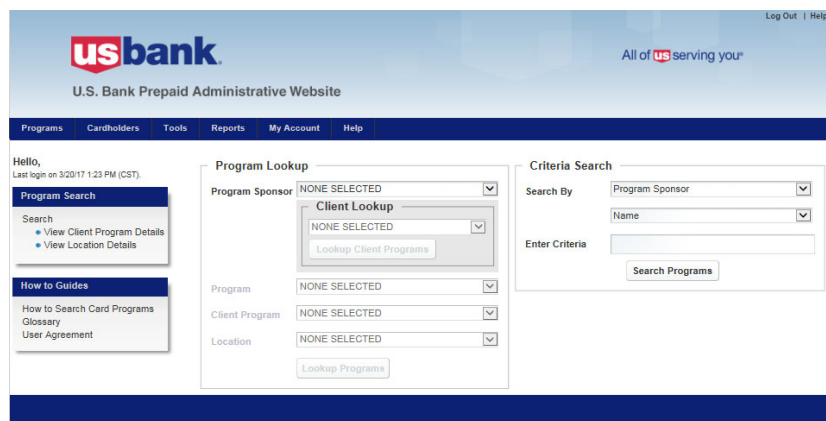
Your onboarding and relationship managers will work closely with you to gather specific details you'd like the ad hoc report to contain. All requested reports will be available prior to program launch.

After implementation, you can request additional custom reports from your relationship manager Paul Isaacson. After consultation with our IT staff to scope the request, we will provide an estimated timeframe for completion. Many simple, non-reoccurring ad hoc report requests can typically be completed within two weeks. If you have more complex custom reporting needs (i.e., ongoing scheduled reports), the timeline for completion will vary depending on the technology development, testing and IT resources needed. After they have been developed, U.S. Bank can push custom reports to an SFTP folder or schedule them to be sent to the Agency on a set basis (e.g., daily, weekly, whenever data changes).

Our standard records retention policy ensures that all account level data is retained for a period of seven years after account origination. If required, we can provide ACH funding transaction data (Card Load report data) for the contract period via CD within 15 days of the termination of the contract.

3.1.1.75 The successful vendor must provide WorkForce West Virginia a secure Web Portal to view cardholder information including unique ID number assigned, last four digits of the card number; cardholder's address and date of birth; date and amount of all payments and credits issued, date card was issued and the date card was mailed, method of mail (regular or expedited mail); cardholder account status (open, closed); and EPC card status (active, returned, expired, deactivated, etc.).

Agreed. To aid your administrators in monitoring program activities, such as viewing or running a standard report, enrolling new cardholders or performing general maintenance tasks, the secure ReliaCard administrative portal is available 24/7. Through this intuitive, easy-to-use portal your team will have access to monthly reports and month-to-date program data that can be queried through the previous day's activity.



They will also have access to:

- Look up existing cardholder information including:
 - Address
 - Date of birth
 - Last four digits of card number
 - Unique ID numbers assigned (Card ID and Customer ID)
 - Date card was issued
 - Date card was mailed
 - Method of card mailing
- Edit cardholder information
- Locate routing/account information
- View cardholder account status (Active, Inactive, Pre-active, Replaced, Reissued, De-active)
- Fund cards manually or via file upload
- View date and amount of last payment to card
- View adjustment account information
- Order card replacements
- Order or register a card via file upload
- Confirm batch files are successful
- View/export reports

Please see screenshots below detailing how some of this information is displayed in our administrative portal.

The screenshot shows the U.S. Bank Prepaid Administrative Website interface. At the top, the usbank logo and tagline "All of us serving you" are visible. Below the navigation bar, the current user is identified as "Consumer, Evcarrie". Key card information is displayed, including a 16-digit card number (4281 90XX XXXX 3737), a 10-digit card ID (1234567890), and a customer ID (987654321). The card status is shown as "PreActive". The main section, "Cardholder Information", provides details for "Evcarrie Consumer", including physical and mailing addresses in Philadelphia, PA, birth date (May 17, 1954), SSN (XXX-XX-6169), and employment state (PA). A callout box on the right explains that the Card Status indicates if the account is open or closed, with PreActive and Active indicating an open account, and Inactive, Replaced, Reissued, Expired, or DeActive indicating a closed account.

Current User

Hello, Portal User.
Last login on 11/4/19 2:25 PM (CST).

Cardholders

Search Cardholders

- View Cardholder Details

Enhanced Search

Register New Cardholder

Order a Personalized Card

Recent Accounts

- 4281 90XX XXXX 3737
Evcarrie Consumer

How to Guides

How to View Cardholder Info

Glossary

Cardholder: **Consumer, Evcarrie**

16-digit Card Number: **4281 90XX XXXX 3737** 10-digit Card ID: **1234567890** Customer ID: **987654321**

Logo/FID: **9271** Card Status: **PreActive**

[BACK TO SEARCH RESULTS](#)

Cardholder Information ▾ Account Management ▾

Card Information

Card Information
Last updated on 2018-08-25 06:59 AM

BIN Type : VU

Card Status : PreActive

Card Design : Standard

Number Of Cards : 1

Registration Date : 2018-08-25 06:59 AM

Activation Rule : Requires validation of cardholder information

Validation Date :

Request Date : 2017-01-15 10:43 PM

Fulfill Date : 2017-01-15 10:43 PM

Mail Date : 2017-01-19 06:45 PM

Fulfillment Provider : Fiserv Output Solutions

First Load Date :

Expiration Date : 2020-01-31 11:59 PM

Card Lost Date :

Issuing Bank : U.S. Bank

Program Name : USB Focus PayCard Visa Portable USB/MP ATM

Program ID : [11111111](#)

Client Program Name : Focus Portable & USB/MP ATM - USB Sales Demo

Client Program ID : [22222222](#)

Card Type : 1

Old 16-digit Card Number :

New 16-digit Card Number :

Paper Statements : Not Enrolled

Statement Mail Date :

Virtual Card : No

This section displays card production and mail date. It will also show if expedited shipping was used.

If a card is expired, as indicated by the Expiration Date, a new card is automatically sent to primary address. A link to the new card account shows under "New 16-digit Card Number". Clicking the link will display the new card account record.

Cardholder Information ▾ Account Management ▾

Transaction History

[Standard Activity Search](#)

2886144829 4281 91XX XXXX 6624 PA ▾ Go

Transaction Activity Display: Display ▾

By Date Range:

Start Date **to** **End Date**

By Most Recent Transactions:

View ▾ most recent transactions

Transaction Activity Display:

Transactions which affect balance

All account activity

POS Transactions

ATM Transactions

Load Transactions

Transaction Code(s)

No transactions are available.

3.1.1.76 The successful vendor must supply the Agency with Monthly Summary Reports, including Year to Date totals, on activity of services provided. The summary reports should include at a minimum: Transaction Detail (Total, Type, Network Affiliation, etc.); Summary of all Fees Charged to Cardholders by Type; Cards Issued and Reissued; Card Activations; Card Deactivations; 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.

Agreed. Our standard formats can be produced to provide aggregate data and can be provide through SFTP posting monthly or through your relationship manager. Below is a summary of the reports you require and the name of the report available.

Supporting All Agency Reporting Requirements	
Agency Need	U.S. Bank Proposed Solution
Transaction Detail (Total, Type, Network Affiliation, etc.)	Card Activity Detail report
Summary of all Fees Charged to Cardholders by Type	Card Activity Detail report; Custom report
Cards Issued and Reissued	Card Status report
Card Activations	Card Activity Summary; Card Account Detail; Daily/Weekly Activation report
Card De-activations	Card Account Detail report
Direct Deposit Transactions;	Card Load report
Replacement Card Activity (Total, Type, Mailed or Expedited, etc.);	Card Status report. We do not track / report on expedited mailing, this would be a custom report request.
Number of Cardholders having an Insufficient Fund Charge (Reason);	N/A; we do not charge a fee when accounts to go into a negative balance.
Customer Service Inquiries (Number, Type, Resolved Code); any other information related to the services provided	Monthly Call Center SLA report provide detail on the top five reasons for agent support

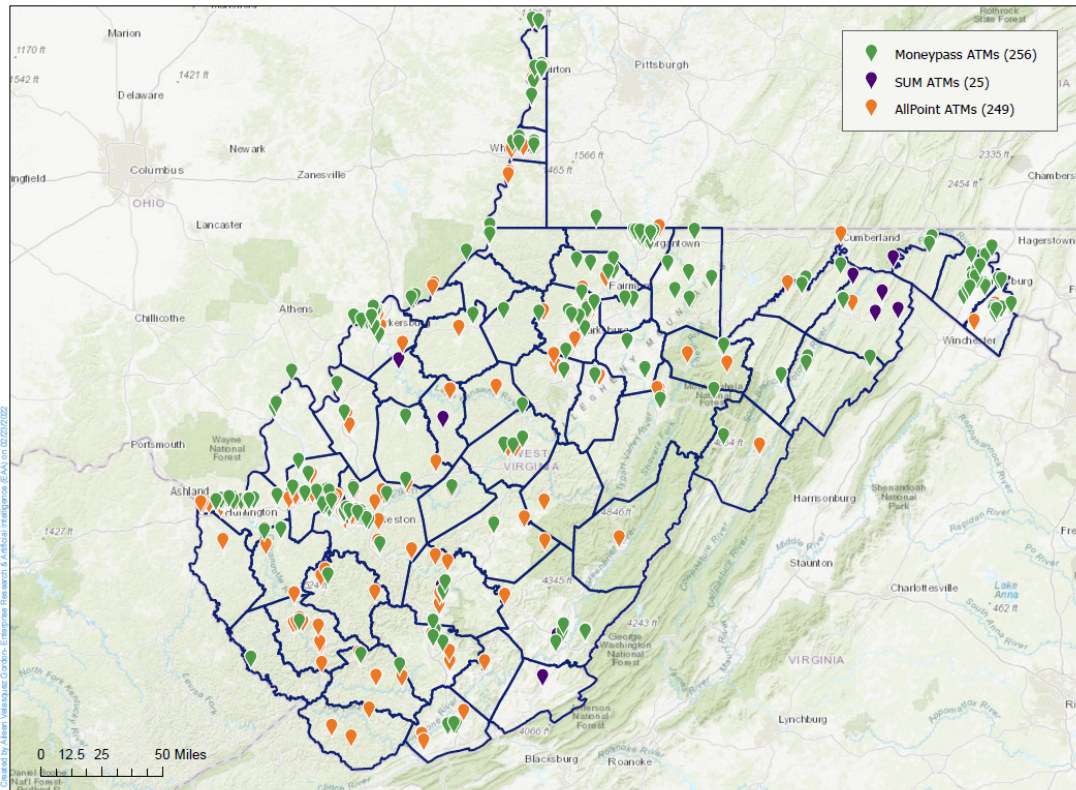
3.1.1.77 Agency will allow 90 days to obtain in-network ATMs in all 55 counties within West Virginia. However, the successful vendor must establish functional in-network ATM's in at least 65% of the 55 counties within 45 days after the contract has been awarded.

Agreed. The ReliaCard program will provide your recipients with in-network ATM options in every county in West Virginia from the start of the contract. U.S. Bank offers the largest ATM network in the country as “in-network” for the Agency’s claimants by including U.S. Bank, MoneyPass, Allpoint and SUM locations in our in-network group. As opposed to the ATM networks currently offered surcharge-free to West Virginia claimants, we have surcharge-free ATMs in 100% of West Virginia counties. **Switching to the U.S. Bank ReliaCard will give citizens of every county in West Virginia access to a surcharge-free ATM.**

In-network ATMs provide for unlimited usage per month, are surcharge free, and includes 530 U.S. Bank, MoneyPass, Allpoint and SUM locations throughout West Virginia and more than 78,200 locations nationwide. In addition, cardholders can get cash back at point of sale or withdraw cash from a bank teller at any of the 635 Visa affiliated financial institutions in West Virginia, many of which have multiple branch locations throughout the state. They can also use more than 5,200 out-of-network Visa ATMs to access cash, for a minimal charge. The following chart highlights in-network cash access services currently available nationwide for ReliaCard cardholders.

Transaction Type	Network	West Virginia	U.S.
ATM Cash Withdrawals (In-Network)	U.S. Bank, MoneyPass, Allpoint and SUM	530	78,200
ATM Cash Withdrawals (Out-of-Network)	Visa/Plus	5,267	680,800
Teller Withdrawals (Visa Affiliated Financial Institutions)		635	87,900
Total Access Points		6,432	846,900

U.S. Bank has designed our programs to make sure cardholders can quickly and easily access in-network ATMs when needed. As shown on the following maps, our in-network ATM locations provides the widest coverage throughout the state.



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

Agreed. U.S. Bank has a robust fraud prevention program that includes continuous monitoring and investigating of card activity in order to control the inherent risk fraud produces. We are actively assisting our state unemployment clients in their efforts to investigate and reduce fraud. With the increases in fraud activity within the unemployment programs, we have adopted a wider range of vetting and detection measures. To help defend against fraud and reduce risk for cardholders, we implemented several enhancements to our fraud efforts including:

- Cross-channel monitoring and controls to mitigate cyber-attacks and account take-over attempts.
- Expanded account notifications to include interactive text verification. These include auto-dialer and text messages that will allow the cardholder to immediately respond to suspicious blocked transactions and confirm whether the activity is legitimate or fraud. If confirmed legitimate, the cardholder will receive an immediate exemption.
- Implemented a selfie ID verification submission process to process fraud holds more efficiently.
- Implemented a voice printing technology that provides additional protection against account take-over-phone attempts. The tool listens to and assigns a risk score to each call by analyzing approximately 150 factors. Factors include identifying the true location of the caller (i.e., flagging spoofed calls where the caller is utilizing a tool to mask the true caller ID), the device type (e.g., land line, mobile phone, Voice Over Internet Protocol), the voice print and the reputation of the phone number. High risk calls are identified by the risk score assigned and can then be evaluated for further action.
- Developed a database and rules to identify common PII (personally identifiable information) attributes across all of Prepaid's unemployment programs. When suspicious attributes are identified, accounts are frozen until additional identity verification can be completed.

In addition, to assist in creating a stronger cardholder experience during the card issuance process, we have begun strongly encouraging that our clients capitalize on several best practices such as:

- Passing email address and phone number to us in the enrollment file so we can communicate with the cardholder rapidly if fraud is suspected and we can provide advance notice that the card is on its way.
- Sending us enrollment files after being fully vetted by DES and close to the first or initial funding date. Linking the timing of these two events greatly reduces cardholder confusion/frustration and reduces unnecessary calls since many cardholders expect the card to be fully funded upon receipt.

By leveraging U.S. Bank's enterprise approach to fraud, we were able to engage experts to help quickly identify and implement new tools to mitigate the evolving risks of unemployment fraud. When increased levels of fraud are detected on a program, we initiate in-depth discussions with our unemployment program clients to help ensure we build upon their internal identity verification and fraud prevention measures. If fraud levels exceed levels normally seen on our programs, we reserve the right to conduct ID verification checks prior to issuing cards. This may affect the timing of card production, in which case the SLA for card production will begin after the additional ID verification has been completed.

This highly controlled environment also allows our fraud operations team to constantly evaluate anti-fraud best practices and create or change tool functionality and technology based on industry trends.

Fraud management detection tools

Our dedicated fraud investigation unit monitors all cardholder activity, allowing us to help protect cardholders from fraud and suspicious activity. The fraud investigation unit utilizes a suite of detection tools that supports an electronic neural network. By integrating a variety of tools, we are better able to support a consistent fraud prevention strategy that allows us to react quickly to emerging suspicious activity with expert rules-based strategies matched against a set of user-defined fraud profiles. At a high level, our fraud monitoring and reporting tools include:

- Compromised card alert analysis and reissue recommendations.
- Dispute trends analysis (daily and monthly).
- Gateway case research and analysis (daily).
- False positive and fraud avoidance reviews (monthly).
- Negative reviews.
- IVR fraud module.

Using these tools, the fraud operations team completes daily, weekly and monthly analysis to identify fraud trends in dispute data. Using internal criteria, variances and reporting results are analyzed using all tools available including the IVR Fraud Module, Neural Network Scoring and Compromised Cards analysis.

IVR fraud module

The fraud module tool is used to identify potentially fraudulent trends through cardholder activity in the IVR system, which gives cardholders the ability to conduct card-to-card transfers, change their PIN, request replacement cards and access multiple cards.

Neural-based fraud monitoring system

U.S. Bank utilizes a neural network-based fraud monitoring system that assists in monitoring, predicting, and responding quickly to suspected fraudulent activity. This system uses a predictive model to score the likelihood of a fraudulent transaction. For each transaction, the neural network compares the current transaction to the cardholder's previous habits and compares the characteristics of the transaction to those reported with fraud. From this comparison, the network creates a score for the transaction that is used in conjunction with known fraud trend attributes to identify potential fraud while also limiting the impact on cardholders, merchants and accounts in good standing. Thus, the system continually monitors transactions based on risk and will act to stop suspicious activity until the cardholder confirms its legitimacy.

Compromised card and breach analysis

Financial exposure to compromised cards and breach events are characterized by unauthorized individuals gaining access to cardholder data. The compromised data may include unauthorized use of card numbers, expiration date, PIN (that may have been manually or electronically captured for the purpose of gaining unauthorized access), or other personal identifiable information that can be used for fraudulent purposes.

In order to mitigate potential emerging fraud trends and prevent loss to clients and cardholders an analysis is performed to evaluate risk exposure to U.S. Bank, clients, and program managers' as well overall exposure to a major breach event. Exposed cards are evaluated weekly based on recent activity, card balance, exposure risk to individual programs, as well as on percentage of trending disputes associated with a major breach. Based on the risk as determined by the analysis a decision is made with respect to cardholder notification and card reissuance in accordance with issuer specific processes

Dispute database

The fraud operation's dispute database is used to monitor cardholder dispute and loss transactions on a daily basis. A consolidated report is created to combine all gateway dispute reports in addition to current loss data for trending purposes. Information from the database is compared against other transactions with similarities such as:

- Country.
- Type of dispute.
- Merchant ID.
- MCC codes.
- Compromised alert names.

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Dispute trends are monitored daily. Variances identified in the data are flagged for review and potential fraud blocking.

Bank-wide red flag identity theft protection

Another tool used to identify fraudulent patterns is the bank-wide red flag identity theft initiative. U.S. Bank maintains a comprehensive identity theft prevention program that seeks to detect, prevent and mitigate fraud related to identity theft in full compliance with all applicable laws, regulations and regulatory guidance. In addition to ensuring compliance with the law, this program serves our customers' interests by reducing the impact and inconvenience associated with identity theft. It also helps protect U.S. Bank by reducing the incidences of identity theft.

To protect against and mitigate identity theft, the red flag rules require that our identity theft program includes "reasonable policies and procedures" to:

- Identify the "Red Flags" for covered accounts.
- Detect the incidence of red flags associated with covered accounts.
- Respond appropriately to any detected red flags to prevent and mitigate identity theft.
- Update the program periodically, including updating defined covered accounts and associated red flags as appropriate.

3.1.1.82 A representative of the vendor must meet in person at least once every six (6) months, with Agency staff at the Agency's designated location or virtual location. This meeting will facilitate a discussion between the Vendor and the Agency regarding any outstanding issues.

Agreed. A U.S. Bank representative will meet with the Agency staff in person at least once every six months at the Agency's designated location or virtually to discuss any outstanding issues regarding your program.

3.1.1.83 The successful vendor must comply with all applicable PCI-DSS rules and regulations and supply their Attestation of Compliance with their bid.

U.S. Bank is PCI-DSS Compliant

As one of the largest prepaid issuers in the world, Vendor maintains Payment Card Industry-Data Security Standards (PCI-DSS) compliance. To show evidence of this compliance, we have supplied a screen capture from Visa's website that lists U.S. Bank as a PCI-DSS certified vendor: <https://www.visa.com/splisting/searchGrsp.do>.



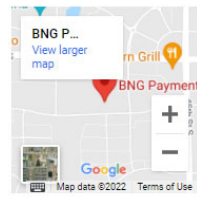


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Agents DBA:

Profile
Technology:
Participation History: 18 years
Region of Operation: U.S.

Validation Details

Service Provider Type	Validation Type	Valid Through Date	Assessor
VISANET PROCESSOR	PCI DSS	Jul 31, 2022	MCI Communications, Inc. dba Verizon Business Services

REGISTRY LAST UPDATE: February 28, 2022