

DEBIT CARD AND PAYROLL CARD SERVICES AGREEMENT

This GO Program™ Debit Card and Payroll Card Services Agreement (hereinafter the "Agreement") is entered into by and between XEROX State & Local Solutions, Inc. ("XEROX"), with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 20031, and Oklahoma State Treasurer ("CUSTOMER"), with offices located at, 2300 N. Lincoln, Room 217, Oklahoma City, OK 73105, referred to individually as Party and collectively as Parties.

- 1.0 BACKGROUND AND OBJECTIVES:** This Agreement is entered into in connection with CUSTOMER's decision to engage XEROX to provide a standardized electronic payment card solution known as the GO Program™ using branded Debit MasterCard® Way2Go Card™. The GO Program™ provides the CUSTOMER with distinct service options for card distribution referred to as Direct Mailed/Personalized Cards and Instant Issue/Non-personalized Cards. The terms and conditions set forth in this Agreement with related attachments, exhibits and amendments; the contract award; the original Request for Proposal for Debit Card Services, any Request for Proposal addenda and/or amendments (to include questions and answers); and XEROX's proposal response including the ~~Cost~~ Payroll Card Pricing Schedule and the Debit Card Pricing Schedule Scenario 2as provided in Xerox's BAFO response and apply to both service options. Additionally, the Composite Agreement identifies the service options selected by the CUSTOMER, and to be provided by XEROX. This Composite Agreement sets forth all terms and conditions governing the relationship between XEROX and CUSTOMER.
- 2.0 TERM:** The initial term of this Agreement (the "Term") will be for one year, from ~~Jan. 1, 2017~~ ^{Jan. 1, 2017} (Effective Date) to ~~Dec. 31, 2017~~ unless earlier terminated. CUSTOMER shall, at the end of the Term, have the option to renew the Agreement for four (4) consecutive one-year periods. Debit Card Services shall begin on the Effective Date.
- 3.0** As identified in Section 1.2 of CUSTOMER'S Request for Proposals for Debit Card Services, dated June 20, 2016, CUSTOMER is under contract with KeyBank National Association for Payroll Card Services. CUSTOMER'S contract with KeyBank National Association expires September 30, 2017. On September 22, 2016, CUSTOMER selected XEROX as the new vendor to provide both Debit Card Services and Payroll Card Services. To serve the public interests of the State of Oklahoma and for the benefit of XEROX, both Parties expressly agree that the most prudent course of action is to have one agreement, with one term, to govern both Debit Card Services and Payroll Card Services to minimize costs and administrative burdens.
- Should this Agreement be in effect and continue into the State of Oklahoma's next fiscal year beginning July 1, 2017, Payroll Card Services shall begin on October 1, 2017 and run thereafter on the same governing term as the Agreement. Consistent with Article 10, Sections 15 and 23 of the Oklahoma Constitution, CUSTOMER shall have no obligations, if any, regarding Payroll Card Services until October 1, 2017.
- 4.0 SERVICES:** XEROX shall provide all services and tools (hereinafter jointly referred to as the "Services") as outlined in the Composite Agreement. XEROX will assist CUSTOMER in defining, documenting and quantifying additional out-of-scope services. It is understood that any such out-of-scope services (including any applicable payment terms) will be implemented and documented by way of competitive bidding or a change order signed by both parties, subject to Oklahoma law. The parties acknowledge that XEROX will provide the Services under the Composite Agreement as an authorized delegate of the State of Oklahoma for purposes of Chapter 15 of Title 85 of the Oklahoma Administrative Code, and that the Services hereunder shall be for the sole purpose of enabling electronic payment card transactions to support the programs of state, county, city or other governmental subdivisions of the State of Oklahoma.
- 5.0 PAYMENT TERMS:** Subject to the other provisions of this Agreement, XEROX will be entitled to the fees and other amounts set forth in the Composite Agreement. Notwithstanding any contrary provision of the Composite Agreement, any obligation of CUSTOMER to make any payment(s) hereunder is subject to the availability and continuation of sufficient funds for that purpose. The Agreement may be allowed to expire, and not renewed beyond the current fiscal year ending June 30, 2017, and the end of any subsequent fiscal year, without obligation or penalty should the Oklahoma Legislature fail to appropriate funds or if a reduction in or elimination of any source of funding for the payment(s) required under this Agreement occurs.

6.0 CONFIDENTIALITY: XEROX may have access to private or confidential data maintained by CUSTOMER to the extent necessary to carry out its responsibilities under this contract. To the extent XEROX possesses records of CUSTOMER; XEROX must comply with the Oklahoma Open Records Act, as directed by CUSTOMER. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by the XEROX except as required by federal or State laws and regulations, either during the period of the contract or thereafter. XEROX must agree to return any and all data furnished by CUSTOMER promptly at the request of CUSTOMER in whatever form it is maintained by XEROX. On the termination or expiration of this contract, XEROX will not use any such data or any material derived from the data for any purpose and where so instructed by CUSTOMER, will destroy or render it unreadable.

No XEROX information identified as confidential and proprietary, maintained or used in the course of performance of this contract shall be disseminated by the CUSTOMER except as required by federal or State laws and regulations, either during the period of the contract or thereafter. Each Party will instruct its personnel to handle such information with the same degree of care and discretion that they use with similar information of their own. However, neither Party shall be required to keep confidential any information which; (i) is or becomes publicly available; (ii) is already in its possession; (iii) is independently developed by such Party outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. XEROX and CUSTOMER shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, XEROX's permitted subcontractors, or CUSTOMER's permitted consultants on a need-to-know basis, other than as required by law.

7.0 WARRANTIES: XEROX warrants that all services will be provided in a good and workmanlike manner, by qualified personnel, and in accordance with generally applicable industry standards. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION AND TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED, AS ARE ANY CLAIMS FOR INDIRECT AND/OR CONSEQUENTIAL DAMAGES.

8.0 LIMITATIONS ON LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement if and to the extent such failure or delay is caused by the actions or omissions of the other Party. Provided, however, to the extent any limitation of liability contained in this Agreement is in violation of Oklahoma law, such limitation shall be void.

9.0 RISK OF LOSS OR DAMAGE: Risk of loss in connection with the cards shall be on XEROX until delivery of the cards to CUSTOMER for Instant Issue services, at which time such risk of loss, including without limitation loss associated with the negligence or willful misconduct of CUSTOMER, its agents, officers, officials, volunteers and employees, shall pass to the CUSTOMER; provided, however, that CUSTOMER bears the risk of any loss incurred as a result of CUSTOMER's failure to comply with the delivery procedure as set forth in Exhibit B – Instant Issue Customer Policy including losses that result from lost/stolen cards as well as expenses for mitigating and addressing those losses. Neither party shall bear the risk of loss or damage caused by deliberate acts of the other party or its employees.

10.0 INDEMNIFICATION: XEROX shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority of employment. XEROX shall hold harmless and indemnify CUSTOMER against any and all liability and claims for injury to or death of any persons; liability and claims for loss or damage to any property; liability and claims for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract; and any other liability and claims made against CUSTOMER resulting from the operation or performance of work under this contract. CUSTOMER shall not be precluded from receiving the benefits of any insurance XEROX may carry which provides for indemnification for any loss or damage to property in XEROX's custody and control, where such loss or destruction is to State property.

XEROX shall do nothing to prejudice CUSTOMER's right to recover against third parties for any loss, destruction or damage to State property.

- 11.0 FORCE MAJEURE:** Neither party shall be liable for any failure or delay in its performance under this Agreement due to acts of God (such as earthquake, fire, flood, hurricane, storm, epidemic, pandemic, quarantine, or other natural disaster or public health emergency); humanly-caused disasters such as riot, insurrection, war or other military hostilities, terrorist activity, sabotage, or arson; electrical, telecommunications, Internet failures, or other failures of infrastructure; the acts of civil, military, or other governmental authorities (other than CUSTOMER, if applicable), such as judicial decisions, nationalization, government sanction, blockage, embargo, the declaration of martial law, or any other action or inaction of any government; labor disputes, strikes, or lockouts; provided that the delayed party: (i) gives the other party prompt notice of each such cause; and (ii) uses all possible efforts reasonably available to correct such failure or to mitigate its effects or both.
- 12.0 AUDIT:** XEROX shall have the right at any time during CUSTOMER's normal business hours to inspect the facilities and safeguards CUSTOMER is using to protect and issue the cards. XEROX shall also have the right to inspect the inventory log kept by the CUSTOMER pursuant to the policies and procedures set forth in Exhibit B – Instant Issue Customer Policy and examine the unissued cards to determine if all cards, issued and unissued, can be properly accounted for. If CUSTOMER is found to be in noncompliance with the procedures set forth in Exhibit B – Instant Issue Customer Policy or any card(s) cannot be properly accounted for, CUSTOMER shall be in material breach of this Agreement, and XEROX shall have the right to immediately terminate this Agreement for Cause. Any failure to enforce the terms of the preceding sentence shall not constitute a waiver. CUSTOMER or its representative(s) shall have the right to examine and audit all XEROX records relevant to execution and performance of the Composite Agreement, excluding XEROX proprietary data or information unrelated to the CUSTOMER contract. XEROX is required to retain records relative to the Agreement for the duration of the Agreement and for a period of seven (7) years following completion and/or termination of the Agreement. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the two (2) year retention period, whichever is later.
- 13.0 NATURAL PERSONS AND NO MINORS:** CUSTOMER shall not issue any card to any person that has not obtained the age of majority within the jurisdiction in which the card is issued. In no event shall CUSTOMER issue any card to anyone under the age of 18.
- 14.0 PROCEDURES:** CUSTOMER agrees to strictly adhere to Instant Issue Policies and Procedures that will be mutually agreed upon by the parties in a subsequent Addenda incorporated into this Agreement..
- 15.0 TERMINATION FOR CAUSE:** CUSTOMER may terminate this contract, or any part of this contract, for cause under any one of the following circumstances: XEROX fails to make delivery of services as specified in this contract, XEROX fails to perform any of the provisions of this contract, XEROX fails to perform in a professionally acceptable manner, or XEROX fails to timely perform, as to endanger the ability of CUSTOMER to perform its duties. CUSTOMER shall provide XEROX with written notice of the conditions endangering performance. If XEROX fails to remedy the conditions within fifteen (15) days from receipt of the notice (or such longer period as may be authorized in writing) CUSTOMER shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of notice. In the event the State Treasurer believes that the assets of the State are in jeopardy, or there is a bona fide emergency related to these assets, CUSTOMER can cancel the contract immediately or upon such notice as is reasonable. XEROX shall have the option, but not the obligation, to terminate this Agreement for cause for any material breach of the Agreement by CUSTOMER that is not cured within thirty (30) days of the date on which the CUSTOMER receives written notice of such breach. Termination of this Agreement for any reasons under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.
- 16.0 TERMINATION FOR CONVENIENCE:** CUSTOMER may terminate performance of work under this contract in whole or in part whenever, for any reason, if CUSTOMER shall determine that the termination is in the best interest of CUSTOMER or the State of Oklahoma. In the event that CUSTOMER elects to terminate this contract pursuant to this provision, it shall provide the firm written notice at least thirty (30)

days prior to the termination date. The termination shall be effective as of the date specified in the notice. XEROX shall continue to perform any part of the work that may not have been terminated by the notice. In the event termination occurs under this provision such shall be without liability to CUSTOMER, the State of Oklahoma and any officer and employee thereof. In the event of termination in part, CUSTOMER shall negotiate in good faith an equitable adjustment to pricing.

17.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES: All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Oklahoma without reference to the principles of conflict of laws. The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within the State of Oklahoma and agree that all actions or proceedings relating to this Agreement, will be litigated in Oklahoma City, Oklahoma courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

18.0 MISCELLANEOUS

18.1 Non-Collusion: This Agreement is invalid and of no effect unless a notarized sworn non-collusion affidavit is provided by XEROX, pursuant to 74 O.S. Supp. 2010 § 85.22, and attached hereto.

18.2 Certification: Pursuant to 74 O.S., § 85.42(B), the Parties to this Agreement certify that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Agreement.

18.3 Fraud: XEROX affirms that no principal or employee directly or indirectly providing services to CUSTOMER has been convicted of fraud against any state.

18.4 Non-Discrimination, Workplace Safety and Environmental Protection: XEROX agrees to abide by all Oklahoma State, federal and local laws, rules and regulations prohibiting discrimination in employment, controlling workplace safety, and protection of the environment. XEROX shall report any violations to the applicable government agency. Any violation of applicable laws, rules and regulations may result in termination of this Agreement.

18.5 Amendment and Waiver: No modification, amendment or waiver of this Agreement will be binding unless expressly agreed to in writing by both Parties.

18.6 Tools, Intellectual Property, Use of Vendors: XEROX will retain exclusive ownership of its pre-existing intellectual property used in the performance of this agreement; provided that such property is identified to the State of Oklahoma as of December 1, 2011. CUSTOMER shall retain title to and possession of material and work product generated pursuant to this contract.

18.7 Entire Agreement: The Composite Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof. Notwithstanding any other provision to the contrary, in the event of any conflict or inconsistencies between the contract documents which make up the Composite Agreement, the documents list included in the Contract Award shall be controlling in the order in which they are enumerated.

18.8 Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively 'notices') which may be required or desired to be given by either party to the other after the effective date of the contract shall be in writing and shall be made by personal delivery or sent by United States certified mail, prepaid, return receipt requested or by overnight delivery, prepaid, addressed as follows or to any other persons or addresses as may be designated by written notice from one party to the other:

Office of State Treasurer
2300 North Lincoln Blvd., Room 217
Oklahoma City, OK 73105-4895
Attn: Banking and Treasury Services

XEROX State & Local Solutions, Inc.
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031
Attn: Contracts Department

- 18.9 **Survival:** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.
- 18.10 **Independent Contractor:** XEROX will perform its obligations under this Agreement as an independent contractor of CUSTOMER. Nothing in this Agreement will be deemed to constitute XEROX and CUSTOMER as partners, joint ventures, or principal and agent. XEROX has no authority to represent CUSTOMER as to any matters, except as expressly authorized in this Agreement.
- 18.11 **Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the dates set forth below.

XEROX State & Local Solutions, Inc.

By: 

Name: Michael P. Cepur

Title: SVP

Date: 12/19/16

CUSTOMER

By: 

Name: Ken Miller

Title: State Treasurer

Date: 12-14-16

Exhibit A
Statement of Work & Fee Schedules 1 - 3

Service Option Selected	Check Box if In-Scope ¹	Applicable Fee Schedule
Common Services	In-Scope for all Options	N/A ²
Option 1	<i>Way2Go Card™</i> Instant Issue and Single Load Programs: <input type="checkbox"/>	Schedule 1
Option 2	<i>Way2Go Card™</i> Recurring (Non-Payroll): <input type="checkbox"/>	Schedule 2
Option 3	<i>Way2Go Card™</i> Recurring (Payroll): <input type="checkbox"/>	Schedule 3
Program Start/End Dates³		
EPC Program Parameters		
Customer Provided Resources and Technical Working Environment		
Prefunded Account Options		
Deposit Schedule	<input type="checkbox"/> Weekly or <input type="checkbox"/> Monthly	
Period of prior disbursements	<input type="checkbox"/> Weeks or <input type="checkbox"/> Months	

¹ Check selected service option. Only those services included as part of the selected service option will be deemed in scope for purposes of this Agreement. All other services are deemed out of scope.

² Fees relating to Common Services are included in Schedules 1 - 3.

³ Indicate the program start/end dates only if different than the contract Term specified in Section 2.0 of the Agreement. Note that both the start and the end date must be included within the Term of the Agreement.

Solution Overview

The Go Program™ is an electronic payment card (EPC) solution allowing XEROX to share a single BIN among multiple consumer card products. This product offers a standard solution for distributing both recurring and nonrecurring (one-time payments) on a nationally-branded debit card. The GO Program™ requires a limited amount of customization and is aimed at a variety of EPC programs. Customers have the capability to add additional EPC programs once an initial Go Program™ account has been established with limited implementation time. There are two types of distribution options available for Way2Go Card™, Personalized/Mailed Cards and Instant Issue Cards, as described below. This does not constitute an entire listing of applicable programs.

Common Services (Applicable to all Service Options):

General

- XEROX and/or its banking subcontractor(s) shall comply with FDIC rules and regulations.
- XEROX or its banking subcontractor(s) is affiliated with the MasterCard network and EFT capable using NACHA standards.
- XEROX Way2Go Card™ meets all Regulation E requirements.
- The Way2Go Card™ does not provide a line of credit. The cardholder, or any other entities not authorized by the Customer, shall not be able to make deposits or add value to cards except merchants making refunds or adjustments.
- Cardholder fees may apply to some of the services provided, as detailed in the applicable fee schedules.

Use of the Way2Go Card™

- The Way2Go Card™ shall be a nationally-branded debit card (MasterCard) and operate using the nationally-branded card network.
- XEROX will provide an approved branded debit card with the Way2Go Card™ logo to all program cardholders.
- The card will meet all industry characteristics and specifications for a debit card.
- XEROX will include the card's activation sticker for all Personalized/Mailed Cards. The activation sticker will be in English and Spanish.
- XEROX establishes card expiration process and dates.
- XEROX shall not deny any cardholder referred by the Customer participation in the Go Program™, unless required to do so by State or federal law or regulations or as required or requested by the Customer.
- XEROX will issue a mailed card to a cardholder within two (2) business days of receiving the account set up information from the Customer.
- XEROX will issue replacement of EPCs when necessary including cards that are lost, stolen or damaged.
- XEROX will expedite a replacement EPC at the request of the cardholder and at the cardholder's expense.
- The EPC will be accepted by any participating merchant or service provider using a Point of Sale (POS) device for signature-based purchases.
- The EPC may allow for PIN-based purchases.
- The EPC will allow for teller access using the MasterCard bank or credit union teller branch locations.
- The EPC may allow for withdrawals using a MasterCard ATM.
- There is a \$400.00 daily withdrawal limit at ATMs using the EPC and a \$200.00 daily limit using the funds transfer value added service.
- XEROX disallows any transactions that cause the cardholder to exceed the amount available in the account.
- XEROX returns funds remaining in accounts established under the EPC program including through applicable State unclaimed property/ escheatment law and regulations.
- XEROX provides fraud detection processes and procedures, including handling and reporting any potential fraudulent transactions.
- XEROX makes funds available to cardholder upon receipt from the Customer utilizing the NACHA network and ACH files for Personalized/Mailed Cards and from the reserve account for Instant Issue Cards.

Notification

- XEROX will notify the Customer within 24 hours of any situation, which could reasonably be expected to adversely affect the payment processing operation.
- XEROX will notify the Customer within 60 days of any changes in program policy or operations affecting cardholders.
- XEROX will notify the Customer and cardholder (s) of any data breaches that might expose cardholders' individual account information.
- XEROX will notify cardholders within 30 days of any changes in policy or procedure that affect them unless mandated by banking regulation or MasterCard for a required timeframe.

Customer Service

- XEROX provides 24/7 customer service support for cardholders. This includes the IVR, live call center representatives and a secure website.
- XEROX provides all cardholder communications, marketing and instructional materials related to the Way2Go Card™ program.
- XEROX provides training and instructional materials for Customer staff on the use of the program system.
- XEROX monitors both live CSR and IVR calls to ensure quality customer service.
- XEROX responds to cardholder inquiries regarding the EPC program and transactions.
- XEROX will determine the identity of a caller prior to providing any account information.
- XEROX ensures that all services offered by the customer service center are accessible by touch-tone, and pulse dial telephones.
- XEROX will provide a secure Internet-based management tool that will allow cardholders to view financial transaction detail posted to their account and all program information.
- XEROX will resolve cardholder account discrepancies according to Regulation E.
- XEROX provides electronic statements. A written statement is sent to a cardholder upon request and subject to any applicable cardholder fees.
- XEROX customer service center supports TTY and communications relay capability.
- XEROX provides customer support in English and Spanish.

Data Management

- XEROX will provide the required information and the file format(s) to be used by the Customer for transmitting account setup and payment information data, including errors or problems with data
- XEROX provides industry standard electronically secure data connection, using point-to-point data encryption, which allows the Customer to transmit account information on a daily basis (i.e. new accounts, updates, payments, etc.). The data file transfer is automated, requiring no manual intervention by the Customer.
- XEROX accepts and processes daily data from the Customer. The Customer shall submit transactions to XEROX according to NACHA approved Preauthorized Payment and Deposit (PPD) format. The daily data includes:
 - A new account file containing information necessary to set up new accounts.
 - A payment file containing deposits and other required identifying information, including Customer program fund code under which the payment is made
 - A file containing the dollar amount equal to the total deposits for the payment file sent the same day.
- Within one business day subsequent to receiving data from the Customer, XEROX will:
 - Establish a Way2Go Card™ account for the Customer.
 - Provide the Customer with required identifying information necessary for the Customer to begin making payments.
 - XEROX will make funds available to the cardholder within four (4) hours subsequent to receiving payment data from XEROX bank during normal banking days. Payment files received from the Customer on weekends and holidays will be processed the next banking day.

Settlement and Reconciliation

- XEROX supports all settlement and reconciliation processes, including a reporting timeline, for money received from the Customer versus money disbursed to cardholders.
- XEROX accepts reversals from the Customer for any credit entries made in error to a cardholder account consistent with NACHA regulations and provided funds are available to be reversed.
- Instant Issue Way2Go Card™ programs require an XEROX managed Prefunded Account. XEROX will provide daily reporting to Customer to reconcile disbursements for instant issue cards

Reporting

- XEROX provides daily reporting to the Customer which includes:
 - Account numbers.
 - All other information necessary for the Customer to properly make payments.
 - An error file containing account setup and payment records that could not be processed with a description of the error.
- XEROX will provide daily reporting to the extent permissible under Regulation E and industry guidelines. XEROX will provide:
 - Account Setup and Activity
 - Cards Not Activated
 - Inactive Cards and Accounts
- The reports are available in summary and detail formats within PCI compliance guidelines. Reports are delivered to the Customer electronically through a secure Internet connection. Reports shall be delivered monthly, no later than five (5) business days after the last day of the preceding month, for the preceding month's activities.

Confidentiality/Security

- All cardholder information and cardholder account information created as a result of this Contract will remain confidential and will not be sold or otherwise shared with any other entity not associated with the Contract or for any purpose other than the execution of the Contract, unless required by law.

Value Added Services

- XEROX will provide value added services to Customer or the cardholder. Any applicable fees for these services will be identified in Fee schedule. Examples may be:
 - Providing account alerts including low balance and deposit notifications
 - Providing the ability for the cardholder to transfer money from the card to a bank account or any entity that can receive an ACH payment.

- Provide the MasterCard Savings program
 - Provide Customized Client Materials
-

Option 1: Way2Go Card™ - Instant Issue and Single Load programs.

Instant Issue Way2Go Card™ consumer cards are designed to accept card programs where benefits and/or payments are provided on a non personalized card and provided to the cardholder instantly. These cards are *nonrecurring (one time) and cannot be reloaded.*

Examples of instant issue include:

- **Jury Payments** – Cards for individuals performing jury duty
- **Rebates** – Includes p-card solutions for individuals receiving rebates
- **Legal Settlement Payments** – Cards for individuals receiving one-time legal or insurance settlement payments
- **Lottery Winnings** – Cards for individuals receiving one-time lottery winning payments
- **Unclaimed Property** – Cards for individuals receiving one-time unclaimed property payments
- **Corrections** – Cards used for one-time payments preloaded and distributed to individuals exiting the system

Examples of single load include:

- **Tax Refunds** – Cards for individuals receiving one-time government issued tax refund payments (income/ property)
- **Rebates** – Includes p-card solutions for individuals receiving rebates
- **Legal Settlement Payments** – Cards for individuals receiving one-time legal or insurance settlement payments
- **Lottery Winnings** – Cards for individuals receiving one-time lottery winning payments
- **Unclaimed Property** – Cards for individuals receiving one-time unclaimed property payments
- **Corrections** – Cards used for one-time payments preloaded and distributed to individuals exiting the system

Services:

Data Management:

- Data required for the Instant Issue Way2Go Card™ program will depend upon the program type (i.e. jury payments or workers release). The Customer will enter personal information for each cardholder using the Client portal through a secure internet connection. XEROX will provide the Interface Control Document (ICD) upon Contract execution.
 - XEROX provides PIN selection and change using the IVR for Way2Go Card™ cardholders or may be issued through the Client Portal depending on the amount of issuance.
 - Instant issue programs require two forms of ID for each cardholder. Customer is responsible for verifying cardholder eligibility and identity
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Option 2: Way2Go Card™ Option (Non-Payroll):

Personalized/mailed Way2Go Card™ consumer cards are designed to accept cards programs where benefits and/or payments are *recurring* (i.e. daily, weekly, monthly and etc.) and are not specifically payroll payments.

Examples of programs include:

- **Pension/Retirement** – Card solutions for individuals receiving recurring pension or retirement payments
- **State Funded Programs** – Cards for recipients of SSI, General Assistance, Supplemental recurring payments, child support payments, court-ordered payments, adoption, foster care payments.
- **Corrections** – Cards used within the prison walls for in-house purchases and services
- **Union Benefits** – Cards distributed to union employees with recurring fund payments
- **Transaction-based Commission Payments** – Cards for employees and 1099 workers receiving recurring commission payments

- **Housing Payments** – Card solutions for individuals receiving recurring housing payments.
- **In-home health service providers** – Card solutions for individuals providing in-home health services directed by a State or County agency.
- **Medicaid providers** – Cards for Medicaid providers registered with the State or County to perform services.
- **e-Childcare providers** – Cards for eChildcare providers registered with the State or County to perform subsidized child care services.
- **Disability** – Card solutions for individuals receiving recurring disability insurance payments
- **Property and Casualty** – Card solutions for individuals receiving recurring insurance claim payments from their provider
- **Workers Compensation Benefits** – Cards used for employees receiving recurring workers compensation benefits

Services:

Use of the EPC:

- XEROX requires Way2Go Card™ cardholders to provide their Social Security Number and Date of Birth to verify identity for cardholder card activation and to obtain other services.
- XEROX provides PIN selection and change using the IVR for Way2Go Card™ cardholders. The PIN is selected after initial EPC issuance, replaced and/or when an EPC is lost or stolen.

Data Management:

- Data required from the Customer to establish a Way2Go Card™ account includes: name, address, social security number, phone number, and date of birth or other identifiers as agreed upon by the Parties for the cardholder.
- XEROX will provide the Interface Control Document (ICD) upon Contract execution.

Option 3: Way2Go Card™ Option (Payroll):

Personalized/mailed Way2Go Card™ consumer cards are designed to accept cards programs where benefits and/or payments are *recurring* (i.e. weekly, bi-weekly, monthly and etc.) for payroll.

Examples include:

- **Payroll** – Cards distributed to typically unbanked employees with recurring funds are loaded each pay cycle
- **Union Benefits** – Cards distributed to union employees with recurring fund payments
- **Transaction-based Commission Payments** – Cards for employees and 1099 workers receiving recurring commission payments

Services:

Use of the EPC:

- XEROX requires Way2Go Card™ cardholders to provide their Social Security Number and Date of Birth to verify identity for cardholder card activation and to obtain other services.
- XEROX provides PIN selection and change using the IVR for Way2Go Card™ cardholders. The PIN is selected after initial EPC issuance, replaced and when an EPC is lost or stolen.

Data Management:

- Data required from the Customer to establish a Way2Go Card™ account includes: name, address, social security number, phone number, and date of birth for the cardholder.
- XEROX will provide the Interface Control Document (ICD) upon Contract execution.

FEE SCHEDULES

Fee Schedules will be placed here.

Revised – Scenario 2

**APPENDIX E
PAYROLL CARD PRICING SCHEDULE**

EMPLOYEE MONTHLY SERVICE CHARGES	PRICE PER ITEM	COMMENTS
Maintenance Fees:		
Maintenance/Service	\$0.00	
Account Setup	\$0.00	
Account Termination	\$0.00	
Dormant Account	\$0.00	
Bill Payment	\$0.00	
Inactivity Fee (specify number of days i.e. 60, 90, 120)	\$1.50	\$1.50 charged per month after after 365 days of inactivity
Signature Debit Transactions:		
Purchase	\$0.00	
Decline	\$0.00	
PIN POS Transactions:		
Purchase	\$0.00	
Decline	\$0.00	
Purchase with Cash Back	\$0.00	
ATM Transactions:		
ATM Inquiries	\$0.00	
ATM Withdrawals	\$0.00	Unlimited withdrawals at all Comerica Bank and MoneyPass ATM locations nationwide.
ATM Declines	\$0.00	
ATM Withdrawals (Out of Network)	\$0.00	2 free ATM withdrawals per deposit; \$1.00 per withdrawal thereafter
International ATM Withdrawal	\$0.00	2 free ATM withdrawals per deposit; \$1.00 per withdrawal thereafter
Operator Assisted Fees:		
Balance Inquiry	\$0.00	
Account Research	\$0.00	
Account Transfer	\$0.00	
Stop Payment	\$0.00	
Over the counter Cash Withdrawals	\$0.00	
Interactive Voice Response:		
IVR Balance Inquiries	\$0.00	
IVR Account Transfers	\$0.00	

**APPENDIX E
PAYROLL CARD PRICING SCHEDULE**

EMPLOYEE MONTHLY SERVICE CHARGES	PRICE PER ITEM	COMMENTS
Additional Fees:		
Online Account Access	\$0.00	
Mobile Account Access	\$0.00	
Bill Payment	\$0.00	
Card Replacement	\$0.00	
Card Replacement Expedited	\$15.00	
Other:		
Instant Mobile Balance Alert	\$0.00	
Funds Transfer (IVR, mobile App, web portal)	\$0.00	
Monthly Mailed Statement	\$0.00	No cost for mailed ad hoc statement requests and statements accessed through the mobile application or web portal.
Balance Alerts	\$0.00	
International Transaction Fee	2%	
Insufficient Funds Charge	\$0.00	
Account Research	\$0.00	

APPENDIX F
PAYROLL CARD PRICING SCHEDULE

EMPLOYER SERVICE CHARGES	Service Cost	COMMENTS
Maintenance Fees:		
Account Maintenance Fee	\$0.00	
Account Setup	\$0.00	
Account Termination	\$0.00	
Deposit Fees	\$0.00	
Loading:		
Minimum loading amount	none	
Maximum loading amount	none	
Direct Deposit	\$0.00	Xerox does not charge for any incoming direct deposit payments to cardholder accounts received by the State.
Card Design Fee:		
Standard Design	\$0.00	
Custom Design	\$0.00	
Card Stock Order:		
Minimum Number of Cards Required	none	
5,000 Cards	N/A	
10,000 Cards	N/A	
20,000 Cards	N/A	
Additional Fees:		
Expedited Delivery for Instant Issuance Bulk Order	Pass through	For any instant issuance bulk cards ordered, Xerox will pass through the overnight delivery cost to the State.

**APPENDIX G
DEBIT CARD PRICING SCHEDULE**

CARDHOLDER MONTHLY SERVICE CHARGES	Single-Load Debit Card Price Per Item	Reloadable Debit Card Price Per Item	Instant Issue Debit Card Price Per Item
Maintenance Fees:			
Maintenance/Service	\$0.00	\$0.00	\$0.00
Account Setup	\$0.00	\$0.00	\$0.00
Account Termination	\$0.00	\$0.00	\$0.00
Inactivity Fee (specify number of days i.e. 60, 90, 120)	\$2.00 after 365 days of inactivity	\$2.00 after 365 days of inactivity	\$2.00 after 365 days of inactivity
Loading:			
Load Fee (funding debit card)	\$0.00	\$0.00	\$0.00
Minimum loading amount	\$0.00	\$0.00	\$0.00
Maximum loading amount	none	none	none
Direct Deposit	Xerox does not charge for any incoming direct deposit payments to cardholder accounts received by the State.	Xerox does not charge for any incoming direct deposit payments to cardholder accounts received by the State.	Xerox does not charge for any incoming direct deposit payments to cardholder accounts received by the State.
PIN POS Transactions:			
Purchase	\$0.00	\$0.00	\$0.00
Decline	\$0.00	\$0.00	\$0.00
Purchase with Cash Back	\$0.00	\$0.00	\$0.00
Signature POS Transactions:			
Purchase	\$0.00	\$0.00	\$0.00
Decline	\$0.00	\$0.00	\$0.00
Purchase with Cash Back	\$0.00	\$0.00	\$0.00
ATM Transactions:			
ATM Inquiries	\$0.00	\$0.00	\$0.00
ATM Inquiries (Out of Network)	\$0.00	\$0.00	\$0.00
ATM Withdrawals	\$0.00. Unlimited withdrawals at all Comerica Bank and MoneyPass ATM locations nationwide.	\$0.00. Unlimited withdrawals at all Comerica Bank and MoneyPass ATM locations nationwide.	\$0.00. Unlimited withdrawals at all Comerica Bank and MoneyPass ATM locations nationwide.
ATM Declines	\$0.00	\$0.00	\$0.00
ATM Withdrawals (Out of Network)	\$0.95 per withdrawal	\$0.95 per withdrawal	\$0.95 per withdrawal
International ATM Withdrawals	\$0.95 per withdrawal	\$0.95 per withdrawal	\$0.95 per withdrawal

APPENDIX G
DEBIT CARD PRICING SCHEDULE

Operator Assisted Fees:			
Balance Inquiry	\$0.00	\$0.00	\$0.00
Account Research	\$0.00	\$0.00	\$0.00
Account Transfer	\$0.00	\$0.00	\$0.00
Stop Payment	\$0.00	\$0.00	\$0.00
Over the counter Cash Withdrawals	\$0.00. Unlimited free teller withdrawals	\$0.00. Unlimited free teller withdrawals	\$0.00. Unlimited free teller withdrawals
Additional Fees:			
Online Account Access	\$0.00	\$0.00	\$0.00
Mobile Account Access	\$0.00	\$0.00	\$0.00
Funds Transfers	\$0.00	\$0.00	\$0.00
	\$0.00 for the first two inquiries; subsequent inquiries are charged \$0.25 per call. There is never a charge for calls transferred to a CSR to report a lost, stolen, or damaged card, card replacement, or to report a suspected unauthorized transaction	\$0.00 for the first five inquiries; subsequent inquiries are charged \$0.25 per call. There is never a charge for calls transferred to a CSR to report a lost, stolen, or damaged card, card replacement, or to report a suspected unauthorized transaction	\$0.00 for the first two inquiries; subsequent inquiries are charged \$0.25 per call. There is never a charge for calls transferred to a CSR to report a lost, stolen, or damaged card, card replacement, or to report a suspected unauthorized transaction
IVR Balance Inquiry	\$0.00	\$0.00	\$0.00
Bill Payment	\$0.00. Unlimited card replacement requests	\$0.00. Unlimited card replacement requests	\$0.00. Unlimited card replacement requests
Card Replacement	\$15.00	\$15.00	\$15.00
Card Replacement Expedited	\$0.00 for mailed ad hoc statement requests and statements accessed through the mobile application or web portal.	\$0.00 for mailed ad hoc statement requests and statements accessed through the mobile application or web portal.	\$0.00 for mailed ad hoc statement requests and statements accessed through the mobile application or web portal.
Monthly Mailed Statement	\$0.00	\$0.00	\$0.00
Balance Alerts	2%	2%	2%
International Transaction Fee	\$0.00	\$0.00	\$0.00
Insufficient Funds Charge	\$0.00	\$0.00	\$0.00
Account Research	\$0.00	\$0.00	\$0.00
Other:			
Expedited Delivery for Instant Issuance Bulk Order	Pass through	Pass through	Pass through

