



**Cooperative Purchase Request**

**Instructions for Use:**

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to [prg@nashville.gov](mailto:prg@nashville.gov).

Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.

Rec. Aug. 22, 2023

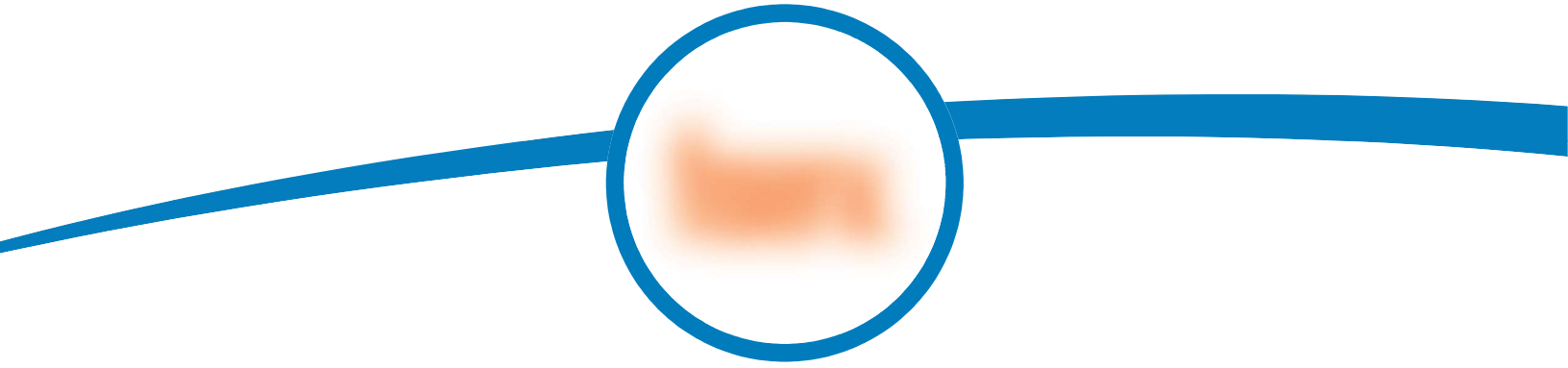
Part 1 - Requesting Department Information			
Contact Person	Sharon Sepik	Department	Finance-Treasury
Email	sharon.sepik@nashville.gov	Phone	615-862-7187
Date Submitted	08/21/23		

Part 2 - Cooperative Information			
Cooperative Entity	Omnia Partners (NCPA)	Originating Agency	Region 14 Education Services NCPA
Vendor	FISERV	Contract Number	11-47
Contract Start	08/24/2020	Contract Expiration	08/31/2024
Solicitation Method	advertised/published RFP		
Description of good/services procured	Merchant Services Processing, includes Money Network Pay Card. We are only utilizing this for the Money Network Pay Card.		

Part 3 - Utilizing Departments		
Yes	No	
<input type="radio"/>	<input checked="" type="radio"/>	Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below:

Part 4 - Attachments & Attestations		
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the original contract from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Does the contract contain a cooperative purchase provision allowing use by other governmental agencies?
<input checked="" type="radio"/>	<input type="radio"/>	Do you accept the terms and conditions of the contract without exception?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the formal solicitation (RFP/ITB) from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Was the solicitation advertised, open, and unrestricted?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County.
Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned.		
Metro will cease payroll checks effective 10/01/2023. The Money Network payroll card will be an option for employees to choose. The two payment methods for receiving payroll will be direct deposit and payroll cards. Treasury has been asked to get the FISERV Money Network program implemented before 10/01/2023.		

Part 5 – Signatures – To be completed by the division of purchases.		
Signature	Date Signed	Entity
Sharon Sepik	8/22/2023   8:16 AM PDT	← Department Contact/Requestor
Michelle Bosch	8/22/2023   10:18 AM CDT	← Department Head
Michelle A. Hernandez Lane	8/27/2023   9:25 AM CDT	← Purchasing Agent



# Fiserv

## Financial Services Technology

Available through OMNIA Partners, Fiserv empowers public agencies from the smallest municipalities to the federal government to lower payment costs, secure their transactions and improve back office efficiency through a suite of merchant and payment solutions. In addition, their wide range of security solutions completely remove valuable data from payment environments to reduce the scope of PCI compliance and maintain the trust of your constituents.


### Click Your Industry

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# Public Sector

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Hi! Have a question? I'm here to help.





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State & Local Government

Fiserv is available on a competitively solicited, publicly awarded cooperative contract through OMNIA Partners.

- **Merchant Processing Services**

Region 14 ESC - TX | 11-47

- **Municipal and Utility Billing Services**

Region 14 ESC - TX | 11-53

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# Fiserv Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

## Merchant Processing Services

**Region 14 ESC - TX**

**Contract Number: 11-47**

August 24, 2020 - August 31, 2023

Option to renew for two (2) additional one (1) year periods through August 31, 2025

## **Contract renewed through August 31, 2024**

### **Master Agreement Documents**

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [Contract Renewal 1](#)

### **Response Evaluation**

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

### **Solicitation Process**

- [Original RFP Document](#)
- [Proof of Publication](#)

## **Municipal and Utility Billing Services**

### **Region 14 ESC - TX**

#### **Contract Number: 11-53**

December 8, 2020 - December 31, 2023

Option to renew for two (2) additional one (1) year periods through December 31, 2025

### **Master Agreement Documents**

- [Official Signed Contract](#)
- [Contract Award Letter](#)

### **Response Evaluation**

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

### **Solicitation Process**

- [Original RFP Document](#)
- [Proof of Publication](#)



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(866) 875-3299

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# Money Network Program Agreement

This is a Money Network Program Agreement (**Agreement** or **MNPA**) between Money Network Financial, LLC (**Program Manager** or **Money Network**) and **Metropolitan Government of Nashville and Davidson County, Tennessee** (**Employer**).

## Background

- Money Network offers program management and related services for wage payment programs that make available Visa-branded, reloadable, prepaid debit cards.
- Employer wishes to participate in Money Network's wage payment program and receive Money Network's program management and related services in accordance with the master contract NCPA/Omnia Contract # 11-47.

Money Network and Employer agree:

## 1 Definitions

The definitions in this **Section 1** (or elsewhere in the Agreement) apply to the capitalized words and phrases listed below when used in this Agreement or the Operating Rules.

- 1.1 **Access Codes:** non-transferable access codes or user IDs with passwords Employer uses to access CMS or similar electronic information, operating, management, communications, or reporting services or functionality that Program Manager makes available to Employer.
- 1.2 **Account Agreement:** Bank's terms and conditions for a Participating Employee's participation in the Program and other required disclosures, including the notice required under the U.S.A. Patriot Act, the applicable Program fee schedule, and Bank's Privacy Policy.
- 1.3 **Additional Solution:** Instant Payment Check, Direct Check, Pay Stub Solution, Inventory Management, or any other solution related to the Program that Program Manager may offer from time to time.
- 1.4 **Affiliate:** with respect to either Party, any entity that is controlling, controlled by, or under common control with that Party.
- 1.5 **Affiliate Addendum** is defined in **Section 24.1**.
- 1.6 **Applicable Law:** any federal, state, or local law, rule, or regulation, and National Automated Clearing House Association (**NACHA**) Rules, and any official interpretation of those relating to the Program, Wage distribution methods, Cards, the Parties, Bank, or this Agreement's subject matter.
- 1.7 **Balance:** the dollar amount available in each Employee Account.
- 1.8 **Bank:** an FDIC insured bank Program Manager selects to serve as card issuer and Wage depository.
- 1.9 **Card:** a Visa-branded, reloadable, prepaid debit card issued by Bank and made available to each Participating Employee which, when activated, allows the Participating Employee to access their Balance and complete purchases and other transactions under the Account Agreement.

- 1.10 **CFA Agreement:** Bank's terms and conditions for Employer's use of the Corporate Funding Account in the form found in **Schedule 1** of the Operating Rules.
- 1.11 **Claims:** claims, losses, damages, liabilities, reasonable attorneys' fees and other out of pocket expenses.
- 1.12 **CMS:** Program Manager's internet-based card management system through which Employer can access certain functionality and reporting relating to the Program.
- 1.13 **Confidential Information:** this Agreement's terms, Personal Information, Set-Up Data, Funding Data, and other information obtained in connection with this Agreement, relating specifically to the other Party's or Bank's, Affiliates, employees, business, operations, technology, security procedures, passwords, services, solutions, products, marketing objectives, plans, pricing, and trade secrets, and any other information, in any form, furnished or made available directly or indirectly by one Party to the other that is marked confidential, restricted, or with a similar designation, or is otherwise reasonably understood to be confidential.
- 1.14 **Converting Employee** is defined in **Section 8.3**.
- 1.15 **Corporate Funding Account:** a sub-account (1) that resides in the Employer FBO Account; (2) that is maintained by Program Manager in Employer's name and identifies funds in the Employer FBO Account that belong to Employer; (3) into which Employer may transfer funds via wire transfer or ACH, as further described in the Operating Rules; and (4) that Employer may use to fund the Employee FBO Account or Employer Checks.
- 1.16 **Designated Jurisdictions:** each of the 50 United States, the District of Columbia, and Puerto Rico, except for those jurisdictions excluded from time to time by the Operating Rules.
- 1.17 **Direct Check:** a Money Network branded check issued and signed by Bank, drawn on Employer's Corporate Funding Account, and delivered by Program Manager to Employer.
- 1.18 **Direct Deposit** is defined in **Section 9.1**.
- 1.19 **Effective Date:** the date that appears in the signature block for Money Network.
- 1.20 **Employee Account** is defined in **Section 5.1**.
- 1.21 **Employer Checks:** Employer-completed Money Network Checks, Instant Payment Checks, or Direct Checks, used to pay Wages in compliance with this Agreement and the Operating Rules.
- 1.22 **Employee FBO Account:** Bank-owned pooled account established and held by Bank for the benefit of Participating Employees and participating employees of other employers.
- 1.23 **Employee Fees** is defined in **Section 14.2**.
- 1.24 **Employer FBO Account:** Bank-owned pooled account established and held by Bank for the benefit of Employer and other employers.
- 1.25 **Employer Fees** is defined in **Section 14.1.1**.
- 1.26 **Enhancement** is defined in **Section 15.3**.

- 1.27 **Force Majeure Event:** an act of God or any circumstance beyond a Party's reasonable control.
- 1.28 **Form I-9:** Department of Homeland Security Form I-9, Employment Eligibility Verification.
- 1.29 **Funding Data:** a settlement instruction file that Employer prepares in a form designated by Program Manager from time to time.
- 1.30 **GPR Account** is defined in **Section 8.3**.
- 1.31 **Identity Verification Documents:** (1) the identification documents of a Participating Employee provided with the Form I-9; (2) the Form I-9 completed, signed and dated by the Participating Employee, and certified by Employer; and (3) updates and corrections to the identification documents provided with the Form I-9.
- 1.32 **Indemnified Claim** is defined in **Section 18.3**.
- 1.33 **Indemnified Party** is defined in **Section Error! Reference source not found.**
- 1.34 **Indemnifying Party** is defined in **Section Error! Reference source not found.**
- 1.35 **Initial Term** is defined in **Section 16**.
- 1.36 **Instant Payment Check:** a Money Network branded check issued and signed by Bank, drawn on Employer's Corporate Funding Account, that Employer requests through CMS and prints at its premises for delivery to employees.
- 1.37 **Intellectual Property Rights** is defined in **Section 15.2**.
- 1.38 **Inventory Management:** a solution Employer may elect to facilitate management of Welcome Packets and other materials related to the Program.
- 1.39 **Money Network Check:** the Money Network branded check issued and signed by Bank that is manually completed by (1) a Participating Employee to access their Balance; or (2) an Employer to access funds in the Corporate Funding Account to pay Wages.
- 1.40 **Network:** Visa, or any ATM or debit network, the symbols or trademarks of which may appear on the Cards from time to time as determined by Program Manager and Bank.
- 1.41 **Operating Rules:** the rules or operating procedures Program Manager provides or makes available to Employer, as amended by Program Manager from time to time (currently located online at <https://www.firstdata.com/moneynetwork/operating-rules.html>).
- 1.42 **Party:** each party identified in the first introductory paragraph of this Agreement.
- 1.43 **Participating Affiliate** is defined in **Section 24.1**.
- 1.44 **Participating Employees:** Employer's employees for whom Employer submits Set-Up Data and Program Manager establishes an Employee Account.
- 1.45 **Pay Selection Record:** the form Program Manager makes available from time to time, that describes an employee's Wage payment options and is the mechanism by which an Employer obtains an



employee's selected option.

- 1.46 **Pay Stub Solution:** a solution Employer may elect that provides Participating Employees access to their payroll information.
- 1.47 **Personal Information:** any non-public information, whether in paper or electronic form, that can be used to identify, contact, or locate an individual, which includes name, social security number, government issued identification numbers, account numbers, telephone number, address, and security codes.
- 1.48 **Program:** the program described in this Agreement where Participating Employees' Wages are: (1) deposited by Employer into the Employee FBO Account; and (2) accessed by Participating Employees using a Money Network Check or optional Card.
- 1.49 **Program Data:** any information provided by or relating to a Participating Employee, obtained in connection with the Program, or resulting from Program Manager's operation of the Program, including Transaction Data.
- 1.50 **Program Marks:** the registered and common law trademarks and service marks of Bank or Program Manager or its agents and subcontractors.
- 1.51 **Qualified Affiliate** is defined in **Section 24.1**.
- 1.52 **Renewal Term** is defined in **Section 16**.
- 1.53 **Set-Up Data:** (1) an employee's birth date, first and last name, social security number (or other government-issued identification acceptable to Program Manager), and residential address, just as those items appear on the Employer's Form I-9 for the employee (as updated and relied upon by Employer); (2) other information that Program Manager may reasonably require; and (3) the account and routing number identified in the Welcome Packet that Employer has selected for the employee.
- 1.54 **Temporary Holding Account:** the Bank-owned, segregated, and pooled general ledger account for holding funds awaiting clearance.
- 1.55 **Term:** the Initial Term and each Renewal Term.
- 1.56 **Termination Pay:** the final payment of Wages, as determined by Employer, and provided by Employer to its employee upon the employee's employment termination.
- 1.57 **Traditional Check:** a traditional paper payroll check drawn on Employer's account.
- 1.58 **Transaction Data:** information or data provided by a Participating Employee to Program Manager, or generated by a Participating Employee's use of a Card, Money Network Check, or Employer Check, including Card or Money Network Check number, the record of Program transactions corresponding to each Participating Employee, the Balance, and any other related information or data specific to each Participating Employee.
- 1.59 **Wages:** an employee's pay, salary, wages, compensation, employment benefits, and incentives, net of all deductions authorized by the employee and amounts required to be withheld by law, as determined by Employer.

1.60 **Welcome Packet:** a package Program Manager provides to Employer to provide to each Participating Employee that includes a Card, Money Network Checks, the Card carrier, and the Account Agreement.

## **2 Scope; Exclusivity**

Program Manager will provide the Program to Employer only in the Designated Jurisdictions, subject to any exceptions, limitations, or conditions described from time to time in the Operating Rules. During the Term, Employer will not use any other payroll card program in any Designated Jurisdiction.

## **3 Employee Program Enrollment**

3.1 As described in the Operating Rules, Employer will use a Pay Selection Record to obtain each employee's consent to their selected Wage payment method.

3.2 If an employee elects the Program as their Wage payment option via their Pay Selection Record, for the employee to participate in the Program, Employer promptly must: (1) submit the employee's Set-Up Data in its entirety to Program Manager, in the form and with content specified by Program Manager; and (2) distribute the complete Welcome Packet corresponding to the employee's Set-Up Data to the employee.

3.3 Employer must not submit Set-Up Data for, or provide a Welcome Packet to, an employee solely for payment of Termination Pay.

## **4 Identity Verification; Record Verification and Preservation**

4.1 Employer represents and warrants for each Participating Employee:

- (1) the Employer and employee accurately completed, signed, and dated a Form I-9;
- (2) the Employer completed and executed Employer's Certification in the Form I-9;
- (3) the employee presented to Employer documents establishing the employee's identity in accordance with Form I-9 requirements;
- (4) Employer physically examined documents required to be provided by employee as evidence of identity; and
- (5) the employee resides in and is authorized to work in the U.S. or a U.S. territory.

4.2 Upon Program Manager's request, Employer will promptly make available to Program Manager any Participating Employee's Identity Verification Documents. Program Manager reserves the right to request and obtain identity information directly from a Participating Employee. Employer will notify Program Manager if at any time it has reason to question a Participating Employee's identity. Employer will cooperate with Program Manager to authenticate a Participating Employee's identity.

4.3 For each Participating Employee, Employer will preserve the Identity Verification Documents for: (1) the longer of the period that begins on the date an employee becomes a Participating Employee and ends 5 years after the Participating Employee's employment with Employer terminates ; or (2) the period as required by Applicable Law upon notification by Program Manager. Employer will cooperate with Program Manager to implement any other practices and policies of Program Manager or Issuer to authenticate any person's identity in accordance with Applicable Law, the Operating Rules, or applicable rules and regulations of any Network or association.

## **5 Establishment and Funding of the Employee Account**

- 5.1 After receipt of Set-Up Data, Program Manager will establish and maintain in the Employee FBO Account a sub-account in the employee's name (**Employee Account**).
- 5.2 Employer will deposit Wages in the form of good and immediately available funds into the Employee FBO Account, either directly as described in the Operating Rules, or from the Corporate Funding Account, for the benefit of each Participating Employee. Employer will provide complete and accurate Funding Data to Program Manager in the manner and within time-frames described in the Operating Rules. If Employer has deposited sufficient aggregate Wages in the Employee FBO Account, Program Manager will allocate Wages in the Employee FBO Account to each Employee Account according to the Funding Data. Program Manager will have no liability to Employer or any Participating Employee if Wages are not available to Participating Employees on the Disbursement/Effective Date (defined in the Operating Rules) because Employer: (1) does not accurately calculate Wages or provide accurate Funding Data; or (2) does not transmit Funding Data or sufficient Wages within the required time frames.
- 5.3 Wages deposited into the Employee FBO Account become the property of the Participating Employee and Employer relinquishes all right and title to the Wages subject to the error correction procedure in the Operating Rules.
- 5.4 Program Manager will cause Bank to maintain the Employee Account to receive pass-through FDIC insurance coverage up to FDIC limits for a single account, unless pass-through coverage becomes commercially impractical due to a change in Applicable Law or Force Majeure Event.
- 5.5 Neither Program Manager nor Bank will pay interest on the funds in the Employee FBO Account or Employee Account to any Participating Employee or Employer.
- 5.6 Program Manager will use the Program Data and Funding Data to determine the Balance. Program Manager will facilitate access by each Participating Employee to their Balance through the use of Money Network Checks or the Card. Program Manager will operate an IVR system available 24 hours per day, 7 days per week (excluding scheduled or necessary systems maintenance) through which Participating Employees may initiate certain transaction types. Program Manager will provide Participating Employees with the ability to initiate transactions as described in the Account Agreement.
- 5.7 Employer understands that Participating Employees may receive notices, mailings and other communications, or documents from Program Manager, or Bank relating to the Program.

## **6 Establishment and Funding of the Corporate Funding Account**

- 6.1 Employer may request to open a Corporate Funding Account by agreeing to the CFA Agreement. Employer is bound by the CFA Agreement if it deposits funds in the Corporate Funding Account.
- 6.2 In accordance with the Operating Rules, Employer may fund the Corporate Funding Account only via ACH or wire transfer. Employer may use funds in its Corporate Funding Account only to: (1) fund the Employee FBO Account; (2) fund Employer Checks; or (3) pay Employer Fees. Employer may not use the Program or funds in the Corporate Funding Account for: (1) the payment of accounts payable or other third party payments; or (2) payment of IRS 1099 independent contractors.

- 6.3 Funds in the Corporate Funding Account are Employer's property.
- 6.4 If Employer has a Corporate Funding Account, Employer may elect to use an Employer Check to pay Termination Pay.
- 6.5 If an Employer Check has not cleared within 180 days after the issuance date, it will be cancelled and funds equal to the face amount will be credited to the Corporate Funding Account. Employer will be solely responsible for handling the escheatment of cancelled Employer Check funds as required by Applicable Law and the Operating Rules. If Employer processes a void/stop payment on an Employer Check, the face amount will be credited to the Corporate Funding Account.
- 6.6 Program Manager will cause Bank to maintain the Corporate Funding Account to receive pass-through FDIC insurance coverage up to FDIC limits for a single account, unless pass-through coverage becomes commercially impractical due to a change in Applicable Law or Force Majeure Event.
- 6.7 Neither Program Manager nor Bank will pay interest on funds in the Corporate Funding Account or Employer FBO Account to Employer.

**7 Loss Prevention and Security**

- 7.1 Employer is responsible for: (1) monitoring the Corporate Funding Account; (2) promptly notifying Program Manager of activity that may indicate suspected or actual fraud or misuse of the Program, Employer Checks or Access Codes; and (3) promptly investigating and taking corrective action with respect to fraud or misuse.
- 7.2 Employer is responsible for any cost or loss resulting from theft, misappropriation, compromise, unauthorized issuance of, fraud, negligence, or errors with respect to Welcome Packets, Cards, Money Network Checks, Employer Checks, or Access Codes while in the possession or under the control of Employer, except to the extent caused by Program Manager's or Bank's acts or omissions.
- 7.3 Employer will implement and abide by Operating Rules that establish reasonable inventory controls for Welcome Packets, Money Network Checks, and Additional Solutions materials.
- 7.4 Employer will provide prompt notice to Program Manager if Employer knows or suspects that:
  - (1) any Welcome Packet, Card, Money Network Check, Employer Check, or Access Code is lost, stolen, issued in error, or otherwise compromised or potentially compromised; or
  - (2) security for access to the inventory of any Welcome Packet, Card, Money Network Check, Employer Check, or Access Code has been compromised.

**8 Account Suspension, Cancellation, or Termination**

- 8.1 Bank or Program Manager may suspend, cancel, or terminate, promptly and without notice any Account Agreement, Card, Employee Account, or a Participating Employee's right to use the Program if:
  - (1) Employer does not provide complete and accurate Set-Up Data;
  - (2) Employer or the Participating Employee does not timely provide to Program Manager Identity Verification Documents;

- (3) fraud occurs involving their use;
  - (4) if Program Manager makes multiple reimbursements to an Employee Account for claims of unauthorized use of a Card;
  - (5) if the Employee Account has not received a deposit after 180 days, or after an extended period of dormancy;
  - (6) if money laundering, or high risk activity occurs or is suspected; or
  - (7) permitted under the Account Agreement or Applicable Law.
- 8.2 Information concerning suspended, cancelled, or terminated Employee Accounts is available to the Employer through CMS.
- 8.3 A Participating Employee may convert their Employer Account to a MyMoneyNetwork Account by agreeing to the applicable terms, conditions, and fee schedule (**Converting Employee**). A Converting Employee will no longer be classified as a Participating Employee. This change will not impact the manner in which Employer pays the Converting Employee. Employer may continue to pay Wages by direct deposit to a Converting Employee through the funding process described in this Agreement.

## 9 General Employer Obligations

- 9.1 The Program will not be the sole and exclusive manner for its employees' receipt of Wages. The Employer will also offer: (1) direct deposit to employee's deposit account at a financial institution of the employee's choice (**Direct Deposit**); and (2) any other Wage payment options required by Applicable Law.
- 9.2 Employer will promote and describe the Program as a "*payroll distribution program providing both a Money Network Check and Card*," and not simply as a "*paycard program*," a "*card program*," or something similar.
- 9.3 Employer will not offer the Card to an employee without also offering the Money Network Checks.
- 9.4 Employer will not make any representation or warranty to any person about the Program that is inconsistent with this Agreement, the Operating Rules, or any Program materials;
- 9.5 Employer will use the Program only to pay Wages to Participating Employees.
- 9.6 Cards issued to Participating Employees are Bank's property and subject to cancellation by Bank.
- 9.7 Employer will not charge Participating Employees a fee or offer a discount of any kind to receive Wages through the Program.
- 9.8 Employer will promptly distribute Program information and materials that Program Manager makes available from time to time to Participating Employees.
- 9.9 Employer will: (1) address employee questions and disputes related to the calculation of Wages, Termination Pay, or any Employer Check; and (2) inform employee payees where Employer Checks can be cashed for free.
- 9.10 Employer must implement procedures and controls to minimize the risk of fraud and error in connection

with Employer's use of the Program, including restricting use of the Program to Employer by its authorized representatives.

- 9.11 Employer will promptly notify Program Manager when a Participating Employee's address changes or employment terminates.

## 10 Warranties and Compliance

- 10.1 Subject to **Sections 2 and 17.1.1**, Program Manager represents and warrants that:

- (1) Employer's use of the Program in compliance with the Agreement and Operating Rules to pay Wages in the Designated Jurisdictions complies with Applicable Law that governs the method and means for the distribution, delivery and payment of recurring Wages in the Designated Jurisdictions.
- (2) A Money Network Check and Employer Check when properly and fully completed, and authorized if applicable, according to Program Manager's instructions is a negotiable instrument under the Uniform Commercial Code in the Designated Jurisdictions.

- 10.2 Employer will use, and Program Manager will operate, the Program and Additional Solutions in compliance with this Agreement, Operating Rules, and Applicable Law.

- 10.3 Program Manager and Employer will each comply with Applicable Law governing its obligations under this Agreement. Neither Employer nor Program Manager is obliged to take any action that it believes in good faith would violate Applicable Law. As between the Parties, Employer and not Program Manager is responsible for compliance with Applicable Law covering employment, labor, and payroll, including the calculation, timing, and method of payment of Wages (including Termination Pay), except, subject to any conditions or limitations in the Operating Rules, and Program Manager's warranties in **Section 10.1**.

- 10.4 If Employer receives a communication from a regulatory authority concerning the Program or an Additional Solution, it will follow the procedures described in the Operating Rules.

- 10.5 Program Manager will conduct a credit review of Employer solely to:

- (1) obtain, verify and record information that identifies Employer;
- (2) identify the significant beneficial owners of Employer; and
- (3) ensure that Program Manager does not conduct business with an entity or individual listed on the OFAC sanctions list.

To accomplish these tasks, Program Manager will need the name, address, date of birth and any necessary additional information that will allow Program Manager to identify Employer's significant beneficial owners. Subject to the confidentiality requirements of **Section 11**, Employer authorizes Program Manager, Issuer, and each of its respective Affiliates, to share with each other, on a "need to know basis" only the results of any such verification or record review. This authorization will continue for the Term of this Agreement.

- 10.6 Program Manager serves as the provider of prepaid access under the Program and will perform, or cause others to perform, the regulatory requirements applicable to the Program as required by the prepaid access rule issued by Financial Crimes Enforcement Network.

10.7 As it relates to services provided by Program Manager to Employer's California based operations, Program Manager will comply with the California Consumer Privacy Act of 2018 (**CCPA**). To the extent applicable, Program Manager will ensure that the services will meet the requirements of the CCPA.

## 11 Confidentiality

11.1 Each Party agrees that it will have no right to use any Confidential Information received from the other Party, and will not disclose Confidential Information to any third parties without the prior written consent of the disclosing Party, except as may be reasonably necessary for it to perform its obligations or exercise its rights under this Agreement or as specified in **Section 10.5**, provided that any such third party to whom such information is provided is subject to a confidentiality agreement that is at least as restrictive as this **Section 11.1**.

11.2 Any Confidential Information received by a Party shall be subject to this **Section 11**. Notwithstanding the foregoing, each Party may use or disclose Confidential Information received from the other Party:

- (1) to report, transmit, investigate and prevent incidences of fraud, misrepresentation or crime;
- (2) as required by any court or other governmental body;
- (3) to legal counsel of such Party;
- (4) in confidence, to accountants, banks and financing sources and their respective advisors;
- (5) if necessary in connection with the enforcement of this Agreement or rights under this Agreement;
- (6) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction; or
- (7) to otherwise comply with Applicable Law and applicable Operating Rules. Each Party further agrees that it will use commercially reasonable efforts to maintain the confidentiality of any Confidential Information disclosed by the other Party under this Agreement. The Parties' obligations under this Section will survive the expiration or termination of this Agreement. The foregoing obligations with respect to confidentiality will also apply to any Issuer Confidential Information which may be disclosed to Employer.

11.3 Program Data will be disclosed only to provide the services or in accordance with Applicable Law, court order, or subpoena; provided the disclosing Party will use reasonable efforts to notify the other Party prior to disclosure, and if requested, will reasonably cooperate with the other Party's efforts to obtain a protective order or other protection.

11.4 Each Party's rights and obligations under this **Section 11** with respect to the other Party's Confidential Information will survive expiration or termination of this Agreement.

11.5 Neither Party will make any public announcement relating to this Agreement without the other Party's prior written approval.

## 12 Security Safeguards

Program Manager will each maintain a data security program: (1) reasonable for the Personal Information and Transaction Data collected under the Program; and (2) satisfying Payment Card Industry Data Security Standard and state and federal regulations, including the Interagency Guidelines Establishing Information

Security Standards and Applicable Law, regulating Personal Information ownership, processing, and storage.

### 13 Audit and Inspection

- 13.1 Program Manager or Bank (with at least 10 days' prior notice), or any regulatory authorities that have jurisdiction over Program Manager or Bank, will have the right to audit, inspect, and obtain copies of Employer's records related to the Funding Data, Set-Up Data, and the Identity Verification Documents, as needed to maintain and demonstrate Program Manager's or Bank's compliance with Applicable Law.
- 13.2 Subject to confidentiality obligations to third parties, upon receiving at least 10 days' prior notice from Employer, and to the extent not prohibited under Applicable Law or this Agreement, Program Manager will make Funding Data and Set-Up Data retained by Program Manager available for Employer's inspection during normal business hours at Program Manager's facility to verify their accuracy or to prevent fraud. Employer may not access or view Transaction Data except to the extent permitted under Applicable Law for fraudulent transactions subject to the requirement of **Section 11.3** of this Agreement. Employer may not use or disclose information reviewed or received under this **Section 13.2** other than for this limited purpose, and any review is subject to terms, conditions, and procedures established by Bank and Program Manager.

### 14 Fees and Payment

#### 14.1 Employer Fees

14.1.1 Employer will pay to Program Manager the applicable fees and charges on **Schedule A** and fees for any Additional Solutions on the applicable addendum (**Employer Fees**). Program Manager will invoice Employer each month for Employer Fees due and owing to Program Manager (if any). Employer must pay undisputed Employer Fees within 30 days after Employer's receipt of the invoice. Program Manager may require Employer to complete Program Manager's account authorization form that authorizes Program Manager to debit Employer's designated account for Employer Fees. The account authorization will not terminate until Employer pays all Employer Fees due and owing by Employer. Employer Fees not paid as described in this **Section 14.1** may incur a late fee at a rate equal to the lesser of: (1) 1.5% per month; or (2) the maximum rate permitted by Applicable Law.

14.1.2 As reflected in Schedule A, there are no Employer Fees for this Program.

(1) Employee Fees are set forth in the attachment. There will be no Employer Fees for this Program.

14.1.3 The terms and conditions of any schedule or Additional Solution addenda are incorporated into this Agreement by this reference.

#### 14.2 Employee Fees

Program Manager will deduct from each Participating Employee's Balance the fees and service charges established by Bank applicable to Participating Employees' use of the Program (as in effect from time to time, the **Employee Fees**). Current Employee Fees are on **Schedule A** and otherwise available upon request by Employer.

### 15 Intellectual Property and Ownership

15.1 Program Manager grants to Employer a limited, non-exclusive, royalty-free, non-assignable,



nontransferable right and license to use Program Marks during the Term, in the form and manner that Program Manager expressly authorizes and solely in connection with the Program or Additional Solution. Guidelines for use of the Program Marks are included in the Operating Rules.

- 15.2 Employer, Program Manager, Bank, and each Network retains all of its patent rights, copyright rights, trade secret rights, know-how, trademark, service mark and other proprietary rights that are acquired, discovered, invented, originated, made, or conceived by them, (together, **Intellectual Property Rights**). No right, title or interest in, to or under any Intellectual Property Rights of Employer, Program Manager, Bank, or a Network, including any implied license is created, assigned or otherwise transferred under this Agreement. Program Manager will retain sole and exclusive ownership of all Intellectual Property Rights created or conceived while making the Program or Additional Solutions available to Employer and Participating Employees. This Agreement is not a work for hire agreement.
- 15.3 Program Manager may from time to time implement new features or functional improvements, additions, or modifications in support of or related to the Program or any Additional Solution (each, an **Enhancement**).
- 15.4 As between the Parties, Program Manager will at all times own all right, title and interest in and to all Program Data.

## **16 Term**

This Agreement will begin on the Effective Date and expire on the 5<sup>th</sup> anniversary of the Effective Date.

## **17 Modification or Termination**

### **17.1 Modification or Termination**

17.1.1 Program Manager may modify or terminate this Agreement, any portion of the services, and any Additional Solution in any Designated Jurisdiction upon 30 days' prior notice to Employer in the event any of the following make it commercially impractical to continue offering the Program or a part of the services in a specific jurisdiction:

- (1) changes in any Operating Rules; or
- (2) changes to, or interpretations of Applicable Law by any regulatory authorities; or
- (3) the issuance of any formal or informal order, instruction or directive communicated to Program Manager or Bank by a regulatory authority.

17.1.2 If Employer reasonably believes that changes in, or regulatory interpretations of Applicable Law make it commercially impractical to continue offering the Program or an Additional Solution in a specific jurisdiction, Employer may terminate this Agreement or the provision of the services in a Designated Jurisdiction upon 30 days' prior notice.

17.1.3 Employer may terminate this Agreement upon 30 days' prior notice (without penalty) if, after the Initial Term, Program Manager imposes a material increase in Employer Fees.

### **17.2 Termination for Cause**

Either Party may terminate this Agreement if the other Party breaches any material representation, warranty, term, condition, or obligation of this Agreement and fails to cure such breach within 30 days after receipt of written notice of such breach.

### 17.3 Effect of Termination

Upon termination of this Agreement, Employer will immediately pay all undisputed fees and charges invoiced by Program Manager to Employer relating to the Program. The Employee FBO Account will continue to be maintained and the funds will continue to be held for the benefit of the Participating Employees. However, Program Manager may elect to have all or a portion of the funds in the FBO Account disbursed to the respective Participating Employees. Employer does not have the ability to direct or control disbursement of the funds from the Employee FBO Account upon termination of this Agreement.

### 17.4 Wind-Down of Program

Upon termination of this Agreement for any reason, the Parties agree to cooperate in good faith to wind down the Program in a commercially reasonable manner. Such cooperation will include the continued acceptance of Cards and authorized Money Network Checks presented for payment, and the continuation of customer service to outstanding Participating Employees. Each Party will return all information furnished under this Agreement to the Party from which it was received, or provide written certification of destruction of said information. Employer will return all Cards and Money Network Check inventory to Program Manager or destroy it and provide a written certification of destruction.

## 18 Responsibility

18.1 Subject to Section 19, each Party will be responsible for all Claims to the extent the Claims result from: (1) the Responsible Party's breach of any of its obligations, representations or warranties under this Agreement; and (2) any negligent or intentional misconduct of the Responsible Party, its Affiliates, or any of their respective employees or independent contractors in connection with this Agreement.

18.2 Employer will be responsible for all Claims, to the extent such Claims arise from Employer's failure to fund the Employee FBO Account or Employer FBO Account or to calculate properly the Wage amount payable to an employee or any reversal transactions initiated at Employer's direction.

## 19 Limitation of Liability; Exclusion of Damages

Each Party's total liability for all Claims relating to this Agreement or Program (regardless of the theory of recovery) will not exceed **\$250,000**, except to the extent a Claim results from the Party's gross negligence or willful misconduct. Neither Employer nor Program Manager will be liable under any circumstances or any theory of recovery for exemplary, punitive, special, indirect, incidental, or consequential damages or lost profits, lost revenues, damage to reputation, or loss of market value or capitalization. This **Section 19** does not limit Employer's liability for failure to: (1) fund the Employee FBO Account or Employer FBO Account; (2) calculate properly the Wage amount payable to an employee or any reversal transactions initiated at Employer's direction; or (3) properly pay Termination Pay.

## 20 No Liability for Third Party Acts or Omissions

Neither Party nor Bank will be liable for any loss or damage to Employer, or deemed in breach of this Agreement, for the acts or omissions, or the insolvency of, any Network or NACHA, any Federal Reserve Bank or its branches, or other ACH system participants.

## 21 Force Majeure

Except for Employer's obligation to pay Employer Fees, neither Party will be liable for any delay or failure to perform its obligations under this Agreement to the extent caused by a Force Majeure Event or the other Party's failure to comply with its obligations under this Agreement.

## 22 Disclaimer of Warranties

This is a service agreement, and except as expressly provided in **Section 10.31**, Program Manager disclaims all representations or warranties of any kind, (express or implied) about the Agreement, the Program, Additional Solution, and any other service provided under this Agreement, including any warranties regarding quality, suitability, merchantability, fitness for a particular purpose and non-infringement (irrespective of any course of dealing, custom, or usage of trade).

## 23 Third Party Beneficiaries

Bank is a third party beneficiary of this Agreement entitled to enforce the Agreement's provisions against Employer as if Bank were a Party to the Agreement. Otherwise, this Agreement is entered into solely for Program Manager and Employer's benefit, and will not confer any rights upon any other persons not expressly a Party to this Agreement including Participating Employees.

## 24 Participating Affiliates

24.1 A **Qualified Affiliate** is an Affiliate of Employer that executes Form I-9s for its employees; and, is wholly owned and controlled by Employer or Employer's parent and is organized and located in the Designated Jurisdictions. A Qualified Affiliate, Employer, and Program Manager may execute a Participating Affiliate Addendum (**Affiliate Addendum**) to establish the terms and conditions for the Qualified Affiliate's participation in the Program. A Qualified Affiliate that is a party to a fully executed Affiliate Addendum is a **Participating Affiliate**.

24.2 Employer will cause each Participating Affiliate to comply with this Agreement's terms (as amended) that are applicable to Employer's participation in the Program and receipt of the services. A Participating Affiliate's acts or omissions in connection with its participation in the Program will be deemed to be acts or omissions of Employer. Employer will be fully responsible and liable to Program Manager for any Participating Affiliate's acts or omissions to the same extent Employer would be responsible and liable to Program Manager if the acts or omissions were those of Employer. Employer will not permit a Participating Affiliate's ownership or control to be transferred to any entity that is not Employer's Affiliate without first terminating the Participating Affiliate's Affiliate Addendum and participation in the Program. Employer represents and warrants that it has and will maintain the authority to take the actions and make the commitments contemplated under this Agreement and the Affiliate Addendum, with respect to and on behalf of each Participating Affiliate, throughout the Term.

## 25 Notices

Notices given under this Agreement must be in writing and sent by electronic mail or receipted express or overnight delivery or courier service paid by the sender and sent to the other Party's address on the signature page to this Agreement. Each Party may change notice information by giving the other notice of the change as described in this **Section 25**.

## 26 No Conflicts

Each Party represents and warrants that this Agreement's execution, delivery and performance will not conflict with, violate, or cause a breach or default under, the terms of any other agreement to which it is a party or commitment by which it is bound. This representation and warranty will survive execution of this Agreement.

## 27 Additional Provisions

- 27.1 The following interpretation rules apply to the Agreement: (1) each defined word or phrase can be read as singular or plural; (2) "including" (in any form) means "including but not limited to;" (3) a reference to a particular law, regulation, or standard means the law, regulation, or standard as it has been amended since the Effective Date or, if a law has been replaced, the replacement or successor law; (4) "day" means a calendar day unless "business day" or something like it is used; and (5) section headings and topic headings are convenient reading aids only and do not have any legal significance.
- 27.2 Employer may not assign this Agreement or any of its rights, interests, and duties to another party without Program Manager's prior written consent.
- 27.3 This Agreement will be governed by New York law without reference to choice of law rules.
- 27.4 Any provisions of this Agreement which by their express or implicit terms are intended to survive the termination of this Agreement will survive the termination and be enforceable in accordance with their terms.
- 27.5 Upon Program Manager's request, Employer will execute and deliver any additional documents, forms, or instruments and perform any additional acts that may be reasonably necessary or appropriate to participate in the Program.
- 27.6 If Employer is made a party to any arbitration claim brought by any Participating Employee under the Account Agreement, Employer must comply with the arbitration provision terms contained in the Account Agreement, including allowing Bank to make any elections required to be made under the arbitration provision.
- 27.7 This Agreement is the entire agreement between the Parties, and it supersedes and merges all prior proposals and all other agreements, whether oral or written, by the Parties relating to this Agreement's subject matter. Except as described in **Sections 14.1.2, and 17.1.1**, no change, modification, or waiver of any term or condition of this Agreement will be valid unless it is in writing and signed by each Party. If there is any conflict or inconsistency between the provisions of this Agreement and the Operating Rules, the terms of this Agreement will prevail. If there is any conflict or inconsistency between the provisions of this Agreement and Applicable Law, this Agreement will be deemed modified to the extent necessary to comply with Applicable Law.
- 27.8 This Agreement may be signed in counterparts (including, by faxing or emailing signature pages), each of which will be deemed an original for all purposes, and all parts taken together constitute one and the same agreement. Electronic versions of this Agreement (and copies or images of this Agreement reproduced from electronic or hardcopy versions) are enforceable and are to be treated as originals.

***[Authorized Signatures on next page.]***



## Schedule A

### Fees

#### 1 Employee Fees

All Fees	Employer Program	My MoneyNetwork Program	Details
<b>Monthly Usage</b>			
Account Opening, Check, and Card Receipt	\$0.00	\$0.00	No fee for Account Opening, Checks, and initial Card.
Monthly Maintenance Fee	Not Applicable	\$5.00	Fee is waived if you live in NY. Fee is waived in any Monthly Statement Cycle in which Account loads total \$400 or more.
<b>Add Money</b>			
Payroll Deposit	\$0.00	\$0.00	Funds loaded by your Employer.
ACH Deposit of Other Funds	\$0.00	\$0.00	Loads of other types of funds or payments, e.g. a tax refund.
<b>Spend Money</b>			
Signature Debit Transactions	\$0.00	\$0.00	Select "Credit" or sign at point-of-sale (POS). Currency Conversion Assessment Fee, International Service Assessment, and/or Cross Border Assessment may also apply to International Transactions.
PIN Debit Transactions	\$0.00	\$0.00	Select "Debit" and enter PIN at POS; cash back option at participating merchants. Currency Conversion Assessment Fee, International Service Assessment, and/or Cross Border Assessment may also apply to International Transactions.
Money Network® Check	\$0.00	\$0.00	Participating check cashing locations do not charge fees to cash Money Network Checks. To find these locations, use the locator on our Mobile App (data rates may apply) or at moneynetwork.com, or call Customer Service. Non-participating check cashing locations may charge fees that are not monitored by us. Check cashing locations may also limit the dollar amount of checks they will cash.
<b>Get Cash or Send Cash</b>			
ATM Withdrawal Fee or ATM Decline Fee   In-Network	\$0.00	\$0.00	Withdrawal or Decline from ATM that is a part of our network. If you live in CT or IL, we will waive our fee for the first two ATM Declines (In-Network, Out-of-Network, or Non-US) in a calendar month. To find in-network ATMs, use the locator on our Mobile App (data rates may apply) or at moneynetwork.com, or call Customer Service.
ATM Withdrawal Fee   Out-of-Network	\$2.75	\$2.75	This is our fee. We waive our Out-of-Network ATM Decline Fee if you live in NY. If you live in CT or IL, we waive our fee for the first two ATM Declines (In-Network, Out-of-Network, or Non-US) in a calendar month. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM Decline Fee   Out-of-Network			
Bank Teller Over the Counter Cash Withdrawal	\$0.00	\$0.00	At banks displaying the card association logo on your Card's front side. This is our fee. You may also be charged a fee by the bank. Currency Conversion Assessment Fee, International Service Assessment, and/or Cross Border Assessment may also apply to International Transactions.
Transfer to Customer Bank Fee	\$3.00	\$3.00	Domestic ACH transactions are subject to additional terms that are disclosed when a transaction is initiated.
International ACH Withdrawal Fee	\$7.00 plus 3.5% of the exchange rate	\$7.00 plus 3.5% of the exchange rate	This transaction allows you to transfer funds via ACH to an international bank account. We charge transfer fees consisting of a flat fee of up to \$7.00 plus a mark-up on the exchange rate of up to 3.5%. The transfer fees may be less depending on the amount transferred and market conditions. Applicable transfer taxes will also be charged. The exact amount of transfer fees and transfer taxes charged by us will be disclosed to you before you complete the transaction. Your transaction is subject to an exchange rate conversion, and may be subject to additional fees and taxes, from 3rd parties. Recipient's financial institution may also charge fees and taxes. We do not monitor exchange rates or fees established by 3rd parties and these amounts are subject to change. These transactions are subject to additional terms that are disclosed when a transaction is initiated. See Website for more information. You may call Customer Service for assistance.
<b>Information</b>			
Monthly Paper Statement	\$0.00	\$0.00	Obtain Account activity without fee via Mobile App (data rates may apply), moneynetwork.com, or Customer Service.
Customer Service	\$0.00	\$0.00	24/7 toll free Account access, including account balance inquiries.

ATM Balance Inquiry Fee   In-Network	\$0.00	\$0.00	To find in-network ATMs, use the locator on our Mobile App (data rates may apply) or at moneynetwork.com, or call Customer Service.
ATM Balance Inquiry Fee   Out-of-Network	\$2.75	\$2.75	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
<b>Using Your Card Outside the U.S. (International Transactions)</b>			
ATM Withdrawal INT Fee (Non-U.S.)	\$2.50	\$2.50	This is our fee. We waive our ATM Decline INT (Non-US) Fee if you live in NY. If you live in CT or IL, we will waive our fee for the first two ATM Declines (In-Network, Out-of-Network, or Non-US) in a calendar month. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. Currency Conversion Assessment Fee, International Service Assessment, and/or Cross Border Assessment may also apply to these transactions.
ATM Decline INT Fee (Non-U.S.)			
ATM Balance Inquiry INT Fee (Non-U.S.)			
Visa International Service Assessment (applies if transaction is initiated in non-U.S. dollars and a currency conversion rate applies)	2.0%	2.0%	Of the U.S. dollar amount of each International Transaction made with a Visa branded card. Only one of these fees may apply to your transaction and be assessed. See Using Your Account and Card - International Transactions in your Agreement's terms and conditions for additional information. Transaction fees on your statement will include these fees if they apply to your transaction.
Visa Cross Border Assessment (applies if transaction is initiated in U.S. dollars by a merchant with a non-U.S. country Code)	0.8%	0.8%	
Mastercard Currency Conversion Assessment Fee (applies if transaction is initiated in non-U.S. dollars)	0.2%	0.2%	Of the U.S. dollar amount of each International Transaction made with a Mastercard branded card. Either or both of these fees may apply to your transaction and be assessed. See Using Your Account and Card - International Transactions in your Agreement's terms and conditions for additional information. Transaction fees on your statement will include these fees if they apply to your transaction.
Mastercard Cross Border Assessment Fee (applies if transaction is initiated with merchant with non-U.S. country code)	2.0%	2.0%	
<b>Other</b>			
Reissuance of Lost/Stolen Card	\$5.00	\$5.00	Reissued Card shipped via U.S. mail 7-10 business days after order placed. One replacement Card provided at no charge each calendar year.
Priority Shipping Fee	\$10.00	\$10.00	Additional fee to ship replacement Card 4-7 business days after order placed. Reissuance of Card Fee also applies.
Request Secondary Account	\$0.00	\$0.00	Request an additional account for family or dependents.
Transfer Funds to Secondary Account	\$0.00	\$0.00	Transfer of funds to Secondary Account.
Money Network Check Stock Order	\$0.00	\$0.00	Shipped 7-10 business days after order placed. Up to 30 checks per order.
<b>3rd Party Fees (We do not charge you these fees.)</b>			
Cash Deposit at Reload Provider	\$5.95	\$5.95	3rd party fees, known to be up to \$5.95 as of 8/15/2018, may apply when reloading your Card at reload providers. To find reload providers, use the locator on our Mobile App (data rates may apply) or at moneynetwork.com, or call Customer Service.
Deposit Check Funds via Mobile App   Standard	\$0.00	\$0.00	A 3rd party provides this service subject to its enrollment process, terms, conditions, fees, and privacy policy. Checks are subject to the 3rd party's approval in their sole discretion; dollar limits and other restrictions apply. Approved checks are loaded net of applicable fees. <b>Expedited Service:</b> 3rd party fees are 1% of approved check amount for preprinted payroll & government checks and 4% of approved check amount for other check types, with a \$5 minimum fee. 3rd party approval process usually takes 3-5 minutes but may take an hour. Most issuers post funds within 24 hours. <b>Standard Service:</b> No 3rd party fee for 10 days delayed funding. See Mobile App (message and data rates may apply) for more information.
Deposit Check Funds via Mobile App   Expedited • Preprinted payroll & government checks • Other check types	Greater of: • 1% or \$5.00 • 4% or \$5.00	Greater of: • 1% or \$5.00 • 4% or \$5.00	
<b>Additional Disclosures</b>			
Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation ("FDIC"). Your funds will be held at Pathward, N.A. or placed by Pathward as custodian at one or more participating FDIC-insured banks (each a "Program Bank"). In the event the FDIC were to be appointed as a receiver for Pathward or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution, would be eligible to be insured up to \$250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward and the Program Banks for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage, the FDIC has an Electronic Deposit Insurance Estimator available at <a href="https://edie.fdic.gov">https://edie.fdic.gov</a> . For more information, see also <a href="https://www.fdic.gov/deposit/deposits/prepaid.html">https://www.fdic.gov/deposit/deposits/prepaid.html</a> . No overdraft/credit feature. Contact Customer Service by calling 888-913-0900, by mail at 2900 Westside Pkwy, Alpharetta, GA 30004, or visit moneynetwork.com. For general information about prepaid accounts, visit <a href="https://cfpb.gov/prepaid">cfpb.gov/prepaid</a> . If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit <a href="https://cfpb.gov/complaint">cfpb.gov/complaint</a> .			
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**2 Employer Fees**

<b>Description</b>	<b>Fee</b>	<b>Occurrence</b>
Program Build and Implementation Fee	\$10,000 <i>is waived</i>	each Program
Welcome Packet Fee	\$2.00 <i>is waived</i>	each



From: Sepik, Sharon (Finance) [Sharon.Sepik@nashville.gov]  
To: Morrison, Rick (US - Ohio) [rick.morrison@Fiserv.com]  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money Network Pay Card  
Sent: Thu 8/17/2023 10:58 AM GMT-07:00  
Importance: Normal

Rick,

Do I get a SOW from FISERV or from OMNIA Partners? I think the answer is FISERV, but I am just making sure. If the answer is FISERV, can you send me a short scope that includes providing paycards to Metro under the OMNIA Partners FISERV Merchant Services agreement (Contract # 11-47). I reviewed the scope and believe the population is between 400-700. When Barbara Hagman gave me numbers she included pension checks and at this time the pensioners are not part of the population.

I have gone through the most recent agreement you sent me and removed the comments and the mention of First Horizon. I would like to submit this to Procurement tomorrow, but will need the SOW from FISERV first.

Please let me know if you have any questions. Thank you for the quick turn-around on the comments from Innocent Dargbey.

Best regards,

Sharon Sepik

Assistant Treasurer

Metropolitan Government of Nashville and Davidson County

Department of Finance, Treasurer's Office

700 President Ronald Reagan Way, Suite 205

Nashville, TN 37210

o: 615-862-7187

e: sharon.sepik@nashville.gov <mailto:sharon.sepik@nashville.gov>

From: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com>  
Sent: Wednesday, August 16, 2023 9:16 PM  
To: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov>  
Cc: Hagman, Barbara (Finance - Treasury) <Barbara.Hagman@nashville.gov>;  
Dargbey, Innocent Y (Finance) <Innocent.Dargbey2@nashville.gov>  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money  
Network Pay Card

Attention: This email originated from a source external to Metro Government.  
Please exercise caution when opening any attachments or links from external  
sources.

Hi, Sharon and Nashville team. Here are the responses from our Fiserv Legal  
team. Please let me know if you have any further questions. Thank you.

Rick Morrison  
Relationship Manager

Government Solutions

Mobile: 614-736-1247

Rick.Morrison@Fiserv.com <mailto:Rick.Morrison@Fiserv.com>

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From: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Sent: Wednesday, August 16, 2023 11:32 AM

To: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Cc: Hagman, Barbara (Finance - Treasury) <Barbara.Hagman@nashville.gov  
<mailto:Barbara.Hagman@nashville.gov> >; Dargbey, Innocent Y (Finance)  
<Innocent.Dargbey2@nashville.gov <mailto:Innocent.Dargbey2@nashville.gov> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money  
Network Pay Card

⚠ EXTERNAL MESSAGE - Think Before You Click

Rick,

Innocent Dargbey (payroll manager who replaced Lynn Vaughn) has a few additional comments for clarification. Please see the attached document.

Best regards,

Sharon Sepik

Assistant Treasurer

Metropolitan Government of Nashville and Davidson County

Department of Finance, Treasurer's Office

700 President Ronald Reagan Way, Suite 205

Nashville, TN 37210

o: 615-862-7187

e: sharon.sepik@nashville.gov <mailto:sharon.sepik@nashville.gov>

From: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >

Sent: Tuesday, August 15, 2023 2:49 PM

To: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >

Subject: FW: City of Nashville- Omnia Partners FISERV Merchant Services - Money Network Pay Card

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Hi, Sharon. I just wanted to follow up and check if you all are okay with our legal responses to your earlier redline requests (from the attached contract I sent to you again last Wednesday) so I can get this last contract cleaned up and finalized for you (including the pricing corrected where needed at the bottom) and get it out to you for signatures. Craig was able to confirm that if we can get this signed this week then they can meet your October 1 deadline for sure. Thank you.

Rick Morrison  
Relationship Manager

Government Solutions

Mobile: 614-736-1247

Rick.Morrison@Fiserv.com <mailto:Rick.Morrison@Fiserv.com>

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From: Morrison, Rick (US - Ohio)  
Sent: Wednesday, August 9, 2023 10:55 AM  
To: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Subject: FW: City of Nashville- Omnia Partners FISERV Merchant Services - Money Network Pay Card

Hi, Sharon. I found the version that was already slightly mocked up on your side with redlines (after earlier Nashville review in early 2023) and also had our legal teams comments added in. This is the last version I have and I think where we had left off on it. Please see my attachment above that starts out "City of Nashville" and review our comments from your teams redlines. I hope that helps but let's start with that one and try to progress from there. We will also correct any pricing that does not match the NCPA/Omnia contract as well, if applicable. Thank you.

Rick Morrison  
Relationship Manager

Government Solutions

Mobile: 614-736-1247

Rick.Morrison@Fiserv.com <mailto:Rick.Morrison@Fiserv.com>

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From: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Sent: Wednesday, August 9, 2023 10:31 AM  
To: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money Network Pay Card

⚠ EXTERNAL MESSAGE - Think Before You Click

This is what I found - we can start from a clean version if it is easier.

Best regards,

Sharon Sepik

Assistant Treasurer

Metropolitan Government of Nashville and Davidson County

Department of Finance, Treasurer's Office

700 President Ronald Reagan Way, Suite 205

Nashville, TN 37210

o: 615-862-7187

e: sharon.sepik@nashville.gov <mailto:sharon.sepik@nashville.gov>

From: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Sent: Wednesday, August 9, 2023 9:26 AM  
To: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money  
Network Pay Card

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sources.

Hi, Sharon. Yes, we still use the same Money Network agreement even if going  
through the NCPA/Omnia. The only thing that changes with the NCPA/Omnia  
agreement is the special pricing from that contract but each product offering  
within that NCPA/Omnia agreement still requires its own unique addendum as well  
as the other contract does not contain all of the legal requirements and  
specifics for each product. Sorry if there was any confusion but that is what I  
was trying to communicate late yesterday. Thank you.

Rick Morrison  
Relationship Manager

Government Solutions

Mobile: 614-736-1247

Rick.Morrison@Fiserv.com <mailto:Rick.Morrison@Fiserv.com>

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From: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Sent: Wednesday, August 9, 2023 10:11 AM  
To: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money Network Pay Card

⚠ EXTERNAL MESSAGE - Think Before You Click

Is there a specific money network agreement that you use for Omnia Partners?

Best regards,

Sharon Sepik  
Assistant Treasurer

Metropolitan Government of Nashville and Davidson County  
Department of Finance, Treasurer's Office  
700 President Ronald Reagan Way, Suite 205  
Nashville, TN 37210  
o: 615-862-7187  
e: sharon.sepik@nashville.gov <mailto:sharon.sepik@nashville.gov>



From: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Sent: Wednesday, August 9, 2023 9:09 AM  
To: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money  
Network Pay Card

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sources.

Thank you, Sharon. Do you all still have the last copy of that Money Network  
contract (the redlines) that had been responded to months ago (through the bank)  
or do you need me to resend that for you to look over? Thank you.

Rick Morrison  
Relationship Manager

Government Solutions

Mobile: 614-736-1247

Rick.Morrison@Fiserv.com <mailto:Rick.Morrison@Fiserv.com>

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From: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Sent: Tuesday, August 8, 2023 6:26 PM  
To: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money Network Pay Card

⚠ EXTERNAL MESSAGE - Think Before You Click

Thanks Rick. I look forward to our conversation.

Best regards,

Sharon Sepik

Assistant Treasurer

Metropolitan Government of Nashville and Davidson County

Department of Finance, Treasurer's Office

700 President Ronald Reagan Way, Suite 205

Nashville, TN 37210

o: 615-862-7187

e: sharon.sepik@nashville.gov <mailto:sharon.sepik@nashville.gov>

From: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Sent: Tuesday, August 8, 2023 5:25 PM  
To: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Cc: Hagman, Barbara (Finance - Treasury) <Barbara.Hagman@nashville.gov  
<mailto:Barbara.Hagman@nashville.gov> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money  
Network Pay Card

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sources.

Thank you, the invite was sent for Friday at 1PM CST/2PM EST as that is the only  
time slot that everyone is available at the same time. I appreciate your quick  
feedback.

Rick Morrison  
Relationship Manager

Government Solutions

Mobile: 614-736-1247

Rick.Morrison@Fiserv.com <mailto:Rick.Morrison@Fiserv.com>

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From: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Sent: Tuesday, August 8, 2023 6:20 PM  
To: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Cc: Hagman, Barbara (Finance - Treasury) <Barbara.Hagman@nashville.gov  
<mailto:Barbara.Hagman@nashville.gov> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money Network Pay Card

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Rick,

You are correct, the times below are Central time.

Best regards,

Sharon Sepik

Assistant Treasurer

Metropolitan Government of Nashville and Davidson County

Department of Finance, Treasurer's Office

700 President Ronald Reagan Way, Suite 205

Nashville, TN 37210

o: 615-862-7187

e: sharon.sepik@nashville.gov <mailto:sharon.sepik@nashville.gov>

From: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Sent: Tuesday, August 8, 2023 5:17 PM  
To: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Cc: Hagman, Barbara (Finance - Treasury) <Barbara.Hagman@nashville.gov  
<mailto:Barbara.Hagman@nashville.gov> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money  
Network Pay Card

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sources.

That's great, Sharon. I appreciate the clarification. One more thing before I  
schedule the call. The times below that you are available are based on CST,  
correct? I just wanted to make sure because the rest of us are EST. Thank you.

Rick, We have the following times for a possible meeting this week:

08/09 3:30 - 4:30

08/10 11:00 - 12:00

08/11 1:00 - 4:30

Please let me know if any of these times work for your team.

Rick Morrison  
Relationship Manager

Government Solutions

Mobile: 614-736-1247

Rick.Morrison@Fiserv.com <mailto:Rick.Morrison@Fiserv.com>

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From: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<<mailto:Sharon.Sepik@nashville.gov>> >  
Sent: Tuesday, August 8, 2023 5:50 PM  
To: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<<mailto:rick.morrison@Fiserv.com>> >  
Cc: Hagman, Barbara (Finance - Treasury) <Barbara.Hagman@nashville.gov  
<<mailto:Barbara.Hagman@nashville.gov>> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money  
Network Pay Card

⚠ EXTERNAL MESSAGE - Think Before You Click

Rick,

Our intention is to utilize the relationship between FISERV and Omnia partners to access Money Network. We will be able to sign this contract. The issue before was that we were going through the bank for a solution that our procurement team decided needed to be procured through a RFP. However, we are allowed to access resources through Omnia partners without doing a RFP.

Please let me know if you need anything else before we can schedule a time to talk.

Thank you!

Best regards,

Sharon Sepik  
Assistant Treasurer

Metropolitan Government of Nashville and Davidson County

Department of Finance, Treasurer's Office

700 President Ronald Reagan Way, Suite 205

Nashville, TN 37210

o: 615-862-7187

e: sharon.sepik@nashville.gov <mailto:sharon.sepik@nashville.gov>

From: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Sent: Tuesday, August 8, 2023 4:31 PM  
To: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Cc: Hagman, Barbara (Finance - Treasury) <Barbara.Hagman@nashville.gov  
<mailto:Barbara.Hagman@nashville.gov> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money  
Network Pay Card

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sources.

Hi, Sharon and Barbara. Before I schedule the call I wanted to check and make  
sure that the City of Nashville was still going to be able to do our Money  
Network contract as that would still be required too, even with the NCPA/Omni  
agreement, as that is not a product specific contract in itself. We would honor  
the pricing on that NCPA but each individual product line still requires its own  
contract/addendum too. I just wanted to make sure that this part was clear and

understood. I can send you the latest one that I had from months ago that had gone back and forth a couple of times with redlines (would be the last copy we sent back to Nashville through the bankers) if you need that. Thank you.

Rick Morrison  
Relationship Manager

Government Solutions

Mobile: 614-736-1247

Rick.Morrison@Fiserv.com <mailto:Rick.Morrison@Fiserv.com>

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<[<\[<\\[©2023 Fiserv Inc. or its affiliates. Fiserv is a registered trademark of Fiserv Inc. <\\\[From: Sepik, Sharon \\\\(Finance\\\\) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Sent: Tuesday, August 8, 2023 10:45 AM  
To: Morrison, Rick \\\\(US - Ohio\\\\) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Cc: Hagman, Barbara \\\\(Finance - Treasury\\\\) <Barbara.Hagman@nashville.gov  
<mailto:Barbara.Hagman@nashville.gov> >\\\]\\\(https://www.fiserv.com/en/about-fiserv/privacy-notice.html?cid=link|fiservsignature|privacypolicy||> https://www.fiserv.com/en/about-fiserv/privacy-notice.html?cid=link|fiservsignature|privacypolicy||> Privacy Notice</a>> From Fortune. ©2023 Fortune Media IP Limited. All rights reserved. Used under license.</p></div><div data-bbox=\\\)\\]\\(https://urldefense.com/v3/\\_\\_https://www.facebook.com/Fiserv/\\_\\_;!!P9vvK-4S!kNtxm6CwGLy2BUjg7T4T\\_eUcf4809ZR24LnOTrploSuNo5sB38WU5pDqIt2f800V3dM\\_MG2EA-BzxqakZMm8MCCMc-iMybk\\$> Facebook</a></p></div><div data-bbox=\\)\]\(https://urldefense.com/v3/\_\_https://www.linkedin.com/company/fiserv/\_\_;!!P9vvK-4S!kNtxm6CwGLy2BUjg7T4T\_eUcf4809ZR24LnOTrploSuNo5sB38WU5pDqIt2f800V3dM\_MG2EA-BzxqakZMm8MCCMqNEk2xI\$> LinkedIn |</a></p></div><div data-bbox=\)](https://urldefense.com/v3/__https://twitter.com/fiserv__;!!P9vvK-4S!kNtxm6CwGLy2BUjg7T4T_eUcf4809ZR24LnOTrploSuNo5sB38WU5pDqIt2f800V3dM_MG2EA-BzxqakZMm8MCCMLL_JPS4$> Twitter |</a></p></div><div data-bbox=)



Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money Network Pay Card

⚠ EXTERNAL MESSAGE - Think Before You Click

Rick,

We have the following times for a possible meeting this week:

08/09 3:30 - 4:30

08/10 11:00 - 12:00

08/11 1:00 - 4:30

Please let me know if any of these times work for your team.

Best regards,

Sharon Sepik

Assistant Treasurer

Metropolitan Government of Nashville and Davidson County

Department of Finance, Treasurer's Office

700 President Ronald Reagan Way, Suite 205

Nashville, TN 37210

o: 615-862-7187

e: sharon.sepik@nashville.gov <mailto:sharon.sepik@nashville.gov>

From: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Sent: Monday, August 7, 2023 4:02 PM  
To: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Cc: Hagman, Barbara (Finance - Treasury) <Barbara.Hagman@nashville.gov  
<mailto:Barbara.Hagman@nashville.gov> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money  
Network Pay Card

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sources.

Hi, Sharon. I appreciate the feedback. Yes, Drew got that information for NCPA  
(and link) from me and I had asked him to pass that along earlier this year. We  
have had some key people for this effort out of the office today so could you  
please provide some more dates and times the rest of the week in case I cannot  
schedule tomorrow (Tuesday)? Thank you.

Rick Morrison  
Relationship Manager

Government Solutions

Mobile: 614-736-1247

Rick.Morrison@Fiserv.com <mailto:Rick.Morrison@Fiserv.com>

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From: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Sent: Friday, August 4, 2023 6:38 PM  
To: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Cc: Hagman, Barbara (Finance - Treasury) <Barbara.Hagman@nashville.gov  
<mailto:Barbara.Hagman@nashville.gov> >  
Subject: RE: City of Nashville- Omnia Partners FISERV Merchant Services - Money Network Pay Card

⚠ EXTERNAL MESSAGE - Think Before You Click

Rick,

Thank you for your email. I was part of the efforts to add Money Network via First Horizon Bank. First Horizon is aware that we are seeking to add this via the NCPA/Omnia avenue. In fact, Drew Rodgers is the one that told Barbara Hagman (Metro Cash Manager) this was available via Omnia Partners.

We would like to begin efforts to access Money Network pay cards via Omnia Partners and are hoping to have this in place in advance of our 10/01/2023 deadline to eliminate physical checks.

Barbara and I are available for discussion the following times:

Monday, 08/07 from 1:00 - 5:00

Tuesday, 08/08 from 1:00 - 2:00 and 4:00 - 4:30

Let me know if this works for you. Otherwise, I can give you additional times for 08/09 - 08/11.

Thank you.

Best regards,

Sharon Sepik  
Assistant Treasurer

Metropolitan Government of Nashville and Davidson County

Department of Finance, Treasurer's Office

700 President Ronald Reagan Way, Suite 205

Nashville, TN 37210

o: 615-862-7187

e: sharon.sepik@nashville.gov <mailto:sharon.sepik@nashville.gov>

From: Morrison, Rick (US - Ohio) <rick.morrison@Fiserv.com  
<mailto:rick.morrison@Fiserv.com> >  
Sent: Friday, August 4, 2023 4:54 PM  
To: Sepik, Sharon (Finance) <Sharon.Sepik@nashville.gov  
<mailto:Sharon.Sepik@nashville.gov> >  
Subject: City of Nashville- Omnia Partners FISERV Merchant Services - Money  
Network Pay Card

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Hi, Sharon. I have also engaged our internal Money Network team as well to discuss this further. As you may or may not know, since we initially mostly worked through the folks at First Horizon Bank as the middle man, we have had prior discussions over the past several months about the possibility of adding this product for the city to assist you with payroll issues. These initial discussions even date back to late last year and earlier this year and we had provided the contracts to the city (through the bankers) at that time, which were reviewed but I believe you all could not proceed due to an RFP being

required if you went through the bank. I can send you that latest version of the contract that we had sent back to the city that included some redlines from you all as well as our feedback from those concerns. I understand that you had interest in trying to get this product added via the NCPA (now called Omni) contract that Nashville is part of (from the link I had sent to Nashville several months ago as another option) and we can still do that and bypass the bank. What that does is provide special discounted pricing to merchant's that are NCPA members, and we honor that, but the additional Money Network contracts that we had worked on prior would also still be required and in play as well. I just wanted to make sure that you knew that but I can send you that again if needed. I can set up a call early next week to discuss this as a group as well if you want to let me know some dates/times that you would be available as I know that there is some urgency for the city to have this completed in a couple of months. I hope this helps. Thank you.

Rick Morrison  
Relationship Manager

Government Solutions

Mobile: 614-736-1247

Rick.Morrison@Fiserv.com <mailto:Rick.Morrison@Fiserv.com>

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<[<\[<\\[From: Sepik, Sharon \\\(Finance\\\)  
To: arminda.herzog@fiserv.com <mailto:arminda.herzog@fiserv.com> ; rick.morrison@fiserv.com <mailto:rick.morrison@fiserv.com> ; craig.driver@Fiserv.com <mailto:craig.driver@Fiserv.com>  
Subject: Omnia Partners FISERV Merchant Services - Money Network Pay Card\\]\\(https://urldefense.com/v3/\\_\\_https://www.facebook.com/Fiserv/\\_\\_;!!P9vvK-4S!nEcPeIzv2\\_hwbsRi\\_X-uHiYAGisH-KMz7VVG1NW9svrdu0Cj60E-TQI1iLuPwRgk7AP3Ni9-EOoLOgB8m3Kdyp4jy-stt-M\\$> Facebook</a></p></div><div data-bbox=\\)\]\(https://urldefense.com/v3/\_\_https://www.linkedin.com/company/fiserv/\_\_;!!P9vvK-4S!nEcPeIzv2\_hwbsRi\_X-uHiYAGisH-KMz7VVG1NW9svrdu0Cj60E-TQI1iLuPwRgk7AP3Ni9-EOoLOgB8m3Kdyp4jw0TlLp4\$> LinkedIn |</a></p></div><div data-bbox=\)](https://urldefense.com/v3/__https://twitter.com/fiserv__;!!P9vvK-4S!nEcPeIzv2_hwbsRi_X-uHiYAGisH-KMz7VVG1NW9svrdu0Cj60E-TQI1iLuPwRgk7AP3Ni9-EOoLOgB8m3Kdyp4ja3tauCo$> Twitter |</a></p></div><div data-bbox=)

Good afternoon. We had a few meetings last year regarding Metro Nashville using the Money Network Pay Card through our relationship with First Horizon. Ultimately, our procurement department said this would have to be an RFP. I ran across the FISERV Merchant Services offering through Omnia Partners and reached out to them to see if the Money Network Pay Card was part of this Merchant Services agreement. I received a call back from Barry Martin with Omnia Partners. I am not sure if you area works with Barry Martin or Omnia Partners, but Barry confirmed that the pay card was part of the merchant services offering. I will be requesting a SOW for this service so that we can implement the pay card as quickly as possible. We are planning to have a 10/01/2023 mandatory date where employees either use traditional direct deposit or the money network card. I just wanted to let you know I was going to try to get this implemented as quickly as possible and see if we need to have any conversations to get this in place as quickly as possible.

Best regards,

Sharon Sepik

Assistant Treasurer

Metropolitan Government of Nashville and Davidson County

Department of Finance, Treasurer's Office

700 President Ronald Reagan Way, Suite 205

Nashville, TN 37210

o: 615-862-7187

e: [sharon.sepik@nashville.gov](mailto:sharon.sepik@nashville.gov) <<mailto:sharon.sepik@nashville.gov>>

# Money Network Program Agreement

This is a Money Network Program Agreement (**Agreement** or **MNPA**) between Money Network Financial, LLC (**Program Manager** or **Money Network**) and **Metropolitan Government of Nashville and Davidson County, Tennessee** (**Employer**).

## Background

- Money Network offers program management and related services for wage payment programs that make available Visa-branded, reloadable, prepaid debit cards.
- Employer wishes to participate in Money Network's wage payment program and receive Money Network's program management and related services in accordance with the master contract NCPA/Omnia Contract # 11-47.

Money Network and Employer agree:

## 1 Definitions

The definitions in this **Section 1** (or elsewhere in the Agreement) apply to the capitalized words and phrases listed below when used in this Agreement or the Operating Rules.

- 1.1 **Access Codes:** non-transferable access codes or user IDs with passwords Employer uses to access CMS or similar electronic information, operating, management, communications, or reporting services or functionality that Program Manager makes available to Employer.
- 1.2 **Account Agreement:** Bank's terms and conditions for a Participating Employee's participation in the Program and other required disclosures, including the notice required under the U.S.A. Patriot Act, the applicable Program fee schedule, and Bank's Privacy Policy.
- 1.3 **Additional Solution:** Instant Payment Check, Direct Check, Pay Stub Solution, Inventory Management, or any other solution related to the Program that Program Manager may offer from time to time.
- 1.4 **Affiliate:** with respect to either Party, any entity that is controlling, controlled by, or under common control with that Party.
- 1.5 **Affiliate Addendum** is defined in **Section 24.1**.
- 1.6 **Applicable Law:** any federal, state, or local law, rule, or regulation, and National Automated Clearing House Association (**NACHA**) Rules, and any official interpretation of those relating to the Program, Wage distribution methods, Cards, the Parties, Bank, or this Agreement's subject matter.
- 1.7 **Balance:** the dollar amount available in each Employee Account.
- 1.8 **Bank:** an FDIC insured bank Program Manager selects to serve as card issuer and Wage depository.
- 1.9 **Card:** a Visa-branded, reloadable, prepaid debit card issued by Bank and made available to each Participating Employee which, when activated, allows the Participating Employee to access their Balance and complete purchases and other transactions under the Account Agreement.

- 1.10 **CFA Agreement:** Bank's terms and conditions for Employer's use of the Corporate Funding Account in the form found in **Schedule 1** of the Operating Rules.
- 1.11 **Claims:** claims, losses, damages, liabilities, reasonable attorneys' fees and other out of pocket expenses.
- 1.12 **CMS:** Program Manager's internet-based card management system through which Employer can access certain functionality and reporting relating to the Program.
- 1.13 **Confidential Information:** this Agreement's terms, Personal Information, Set-Up Data, Funding Data, and other information obtained in connection with this Agreement, relating specifically to the other Party's or Bank's, Affiliates, employees, business, operations, technology, security procedures, passwords, services, solutions, products, marketing objectives, plans, pricing, and trade secrets, and any other information, in any form, furnished or made available directly or indirectly by one Party to the other that is marked confidential, restricted, or with a similar designation, or is otherwise reasonably understood to be confidential.
- 1.14 **Converting Employee** is defined in **Section 8.3**.
- 1.15 **Corporate Funding Account:** a sub-account (1) that resides in the Employer FBO Account; (2) that is maintained by Program Manager in Employer's name and identifies funds in the Employer FBO Account that belong to Employer; (3) into which Employer may transfer funds via wire transfer or ACH, as further described in the Operating Rules; and (4) that Employer may use to fund the Employee FBO Account or Employer Checks.
- 1.16 **Designated Jurisdictions:** each of the 50 United States, the District of Columbia, and Puerto Rico, except for those jurisdictions excluded from time to time by the Operating Rules.
- 1.17 **Direct Check:** a Money Network branded check issued and signed by Bank, drawn on Employer's Corporate Funding Account, and delivered by Program Manager to Employer.
- 1.18 **Direct Deposit** is defined in **Section 9.1**.
- 1.19 **Effective Date:** the date that appears in the signature block for Money Network.
- 1.20 **Employee Account** is defined in **Section 5.1**.
- 1.21 **Employer Checks:** Employer-completed Money Network Checks, Instant Payment Checks, or Direct Checks, used to pay Wages in compliance with this Agreement and the Operating Rules.
- 1.22 **Employee FBO Account:** Bank-owned pooled account established and held by Bank for the benefit of Participating Employees and participating employees of other employers.
- 1.23 **Employee Fees** is defined in **Section 14.2**.
- 1.24 **Employer FBO Account:** Bank-owned pooled account established and held by Bank for the benefit of Employer and other employers.
- 1.25 **Employer Fees** is defined in **Section 14.1.1**.
- 1.26 **Enhancement** is defined in **Section 15.3**.



- 1.27 **Force Majeure Event:** an act of God or any circumstance beyond a Party's reasonable control.
- 1.28 **Form I-9:** Department of Homeland Security Form I-9, Employment Eligibility Verification.
- 1.29 **Funding Data:** a settlement instruction file that Employer prepares in a form designated by Program Manager from time to time.
- 1.30 **GPR Account** is defined in **Section 8.3**.
- 1.31 **Identity Verification Documents:** (1) the identification documents of a Participating Employee provided with the Form I-9; (2) the Form I-9 completed, signed and dated by the Participating Employee, and certified by Employer; and (3) updates and corrections to the identification documents provided with the Form I-9.
- 1.32 **Indemnified Claim** is defined in **Section 18.3**.
- 1.33 **Indemnified Party** is defined in **Section Error! Reference source not found.**
- 1.34 **Indemnifying Party** is defined in **Section Error! Reference source not found.**
- 1.35 **Initial Term** is defined in **Section 16**.
- 1.36 **Instant Payment Check:** a Money Network branded check issued and signed by Bank, drawn on Employer's Corporate Funding Account, that Employer requests through CMS and prints at its premises for delivery to employees.
- 1.37 **Intellectual Property Rights** is defined in **Section 15.2**.
- 1.38 **Inventory Management:** a solution Employer may elect to facilitate management of Welcome Packets and other materials related to the Program.
- 1.39 **Money Network Check:** the Money Network branded check issued and signed by Bank that is manually completed by (1) a Participating Employee to access their Balance; or (2) an Employer to access funds in the Corporate Funding Account to pay Wages.
- 1.40 **Network:** Visa, or any ATM or debit network, the symbols or trademarks of which may appear on the Cards from time to time as determined by Program Manager and Bank.
- 1.41 **Operating Rules:** the rules or operating procedures Program Manager provides or makes available to Employer, as amended by Program Manager from time to time (currently located online at <https://www.firstdata.com/moneynetwork/operating-rules.html>).
- 1.42 **Party:** each party identified in the first introductory paragraph of this Agreement.
- 1.43 **Participating Affiliate** is defined in **Section 24.1**.
- 1.44 **Participating Employees:** Employer's employees for whom Employer submits Set-Up Data and Program Manager establishes an Employee Account.
- 1.45 **Pay Selection Record:** the form Program Manager makes available from time to time, that describes an employee's Wage payment options and is the mechanism by which an Employer obtains an

employee's selected option.

- 1.46 **Pay Stub Solution:** a solution Employer may elect that provides Participating Employees access to their payroll information.
- 1.47 **Personal Information:** any non-public information, whether in paper or electronic form, that can be used to identify, contact, or locate an individual, which includes name, social security number, government issued identification numbers, account numbers, telephone number, address, and security codes.
- 1.48 **Program:** the program described in this Agreement where Participating Employees' Wages are: (1) deposited by Employer into the Employee FBO Account; and (2) accessed by Participating Employees using a Money Network Check or optional Card.
- 1.49 **Program Data:** any information provided by or relating to a Participating Employee, obtained in connection with the Program, or resulting from Program Manager's operation of the Program, including Transaction Data.
- 1.50 **Program Marks:** the registered and common law trademarks and service marks of Bank or Program Manager or its agents and subcontractors.
- 1.51 **Qualified Affiliate** is defined in **Section 24.1**.
- 1.52 **Renewal Term** is defined in **Section 16**.
- 1.53 **Set-Up Data:** (1) an employee's birth date, first and last name, social security number (or other government-issued identification acceptable to Program Manager), and residential address, just as those items appear on the Employer's Form I-9 for the employee (as updated and relied upon by Employer); (2) other information that Program Manager may reasonably require; and (3) the account and routing number identified in the Welcome Packet that Employer has selected for the employee.
- 1.54 **Temporary Holding Account:** the Bank-owned, segregated, and pooled general ledger account for holding funds awaiting clearance.
- 1.55 **Term:** the Initial Term and each Renewal Term.
- 1.56 **Termination Pay:** the final payment of Wages, as determined by Employer, and provided by Employer to its employee upon the employee's employment termination.
- 1.57 **Traditional Check:** a traditional paper payroll check drawn on Employer's account.
- 1.58 **Transaction Data:** information or data provided by a Participating Employee to Program Manager, or generated by a Participating Employee's use of a Card, Money Network Check, or Employer Check, including Card or Money Network Check number, the record of Program transactions corresponding to each Participating Employee, the Balance, and any other related information or data specific to each Participating Employee.
- 1.59 **Wages:** an employee's pay, salary, wages, compensation, employment benefits, and incentives, net of all deductions authorized by the employee and amounts required to be withheld by law, as determined by Employer.

1.60 **Welcome Packet:** a package Program Manager provides to Employer to provide to each Participating Employee that includes a Card, Money Network Checks, the Card carrier, and the Account Agreement.

## **2 Scope; Exclusivity**

Program Manager will provide the Program to Employer only in the Designated Jurisdictions, subject to any exceptions, limitations, or conditions described from time to time in the Operating Rules. During the Term, Employer will not use any other payroll card program in any Designated Jurisdiction.

## **3 Employee Program Enrollment**

3.1 As described in the Operating Rules, Employer will use a Pay Selection Record to obtain each employee's consent to their selected Wage payment method.

3.2 If an employee elects the Program as their Wage payment option via their Pay Selection Record, for the employee to participate in the Program, Employer promptly must: (1) submit the employee's Set-Up Data in its entirety to Program Manager, in the form and with content specified by Program Manager; and (2) distribute the complete Welcome Packet corresponding to the employee's Set-Up Data to the employee.

3.3 Employer must not submit Set-Up Data for, or provide a Welcome Packet to, an employee solely for payment of Termination Pay.

## **4 Identity Verification; Record Verification and Preservation**

4.1 Employer represents and warrants for each Participating Employee:

- (1) the Employer and employee accurately completed, signed, and dated a Form I-9;
- (2) the Employer completed and executed Employer's Certification in the Form I-9;
- (3) the employee presented to Employer documents establishing the employee's identity in accordance with Form I-9 requirements;
- (4) Employer physically examined documents required to be provided by employee as evidence of identity; and
- (5) the employee resides in and is authorized to work in the U.S. or a U.S. territory.

4.2 Upon Program Manager's request, Employer will promptly make available to Program Manager any Participating Employee's Identity Verification Documents. Program Manager reserves the right to request and obtain identity information directly from a Participating Employee. Employer will notify Program Manager if at any time it has reason to question a Participating Employee's identity. Employer will cooperate with Program Manager to authenticate a Participating Employee's identity.

4.3 For each Participating Employee, Employer will preserve the Identity Verification Documents for: (1) the longer of the period that begins on the date an employee becomes a Participating Employee and ends 5 years after the Participating Employee's employment with Employer terminates ; or (2) the period as required by Applicable Law upon notification by Program Manager. Employer will cooperate with Program Manager to implement any other practices and policies of Program Manager or Issuer to authenticate any person's identity in accordance with Applicable Law, the Operating Rules, or applicable rules and regulations of any Network or association.

## **5 Establishment and Funding of the Employee Account**

- 5.1 After receipt of Set-Up Data, Program Manager will establish and maintain in the Employee FBO Account a sub-account in the employee's name (**Employee Account**).
- 5.2 Employer will deposit Wages in the form of good and immediately available funds into the Employee FBO Account, either directly as described in the Operating Rules, or from the Corporate Funding Account, for the benefit of each Participating Employee. Employer will provide complete and accurate Funding Data to Program Manager in the manner and within time-frames described in the Operating Rules. If Employer has deposited sufficient aggregate Wages in the Employee FBO Account, Program Manager will allocate Wages in the Employee FBO Account to each Employee Account according to the Funding Data. Program Manager will have no liability to Employer or any Participating Employee if Wages are not available to Participating Employees on the Disbursement/Effective Date (defined in the Operating Rules) because Employer: (1) does not accurately calculate Wages or provide accurate Funding Data; or (2) does not transmit Funding Data or sufficient Wages within the required time frames.
- 5.3 Wages deposited into the Employee FBO Account become the property of the Participating Employee and Employer relinquishes all right and title to the Wages subject to the error correction procedure in the Operating Rules.
- 5.4 Program Manager will cause Bank to maintain the Employee Account to receive pass-through FDIC insurance coverage up to FDIC limits for a single account, unless pass-through coverage becomes commercially impractical due to a change in Applicable Law or Force Majeure Event.
- 5.5 Neither Program Manager nor Bank will pay interest on the funds in the Employee FBO Account or Employee Account to any Participating Employee or Employer.
- 5.6 Program Manager will use the Program Data and Funding Data to determine the Balance. Program Manager will facilitate access by each Participating Employee to their Balance through the use of Money Network Checks or the Card. Program Manager will operate an IVR system available 24 hours per day, 7 days per week (excluding scheduled or necessary systems maintenance) through which Participating Employees may initiate certain transaction types. Program Manager will provide Participating Employees with the ability to initiate transactions as described in the Account Agreement.
- 5.7 Employer understands that Participating Employees may receive notices, mailings and other communications, or documents from Program Manager, or Bank relating to the Program.

## **6 Establishment and Funding of the Corporate Funding Account**

- 6.1 Employer may request to open a Corporate Funding Account by agreeing to the CFA Agreement. Employer is bound by the CFA Agreement if it deposits funds in the Corporate Funding Account.
- 6.2 In accordance with the Operating Rules, Employer may fund the Corporate Funding Account only via ACH or wire transfer. Employer may use funds in its Corporate Funding Account only to: (1) fund the Employee FBO Account; (2) fund Employer Checks; or (3) pay Employer Fees. Employer may not use the Program or funds in the Corporate Funding Account for: (1) the payment of accounts payable or other third party payments; or (2) payment of IRS 1099 independent contractors.

- 6.3 Funds in the Corporate Funding Account are Employer's property.
- 6.4 If Employer has a Corporate Funding Account, Employer may elect to use an Employer Check to pay Termination Pay.
- 6.5 If an Employer Check has not cleared within 180 days after the issuance date, it will be cancelled and funds equal to the face amount will be credited to the Corporate Funding Account. Employer will be solely responsible for handling the escheatment of cancelled Employer Check funds as required by Applicable Law and the Operating Rules. If Employer processes a void/stop payment on an Employer Check, the face amount will be credited to the Corporate Funding Account.
- 6.6 Program Manager will cause Bank to maintain the Corporate Funding Account to receive pass-through FDIC insurance coverage up to FDIC limits for a single account, unless pass-through coverage becomes commercially impractical due to a change in Applicable Law or Force Majeure Event.
- 6.7 Neither Program Manager nor Bank will pay interest on funds in the Corporate Funding Account or Employer FBO Account to Employer.

**7 Loss Prevention and Security**

- 7.1 Employer is responsible for: (1) monitoring the Corporate Funding Account; (2) promptly notifying Program Manager of activity that may indicate suspected or actual fraud or misuse of the Program, Employer Checks or Access Codes; and (3) promptly investigating and taking corrective action with respect to fraud or misuse.
- 7.2 Employer is responsible for any cost or loss resulting from theft, misappropriation, compromise, unauthorized issuance of, fraud, negligence, or errors with respect to Welcome Packets, Cards, Money Network Checks, Employer Checks, or Access Codes while in the possession or under the control of Employer, except to the extent caused by Program Manager's or Bank's acts or omissions.
- 7.3 Employer will implement and abide by Operating Rules that establish reasonable inventory controls for Welcome Packets, Money Network Checks, and Additional Solutions materials.
- 7.4 Employer will provide prompt notice to Program Manager if Employer knows or suspects that:
  - (1) any Welcome Packet, Card, Money Network Check, Employer Check, or Access Code is lost, stolen, issued in error, or otherwise compromised or potentially compromised; or
  - (2) security for access to the inventory of any Welcome Packet, Card, Money Network Check, Employer Check, or Access Code has been compromised.

**8 Account Suspension, Cancellation, or Termination**

- 8.1 Bank or Program Manager may suspend, cancel, or terminate, promptly and without notice any Account Agreement, Card, Employee Account, or a Participating Employee's right to use the Program if:
  - (1) Employer does not provide complete and accurate Set-Up Data;
  - (2) Employer or the Participating Employee does not timely provide to Program Manager Identity Verification Documents;

- (3) fraud occurs involving their use;
- (4) if Program Manager makes multiple reimbursements to an Employee Account for claims of unauthorized use of a Card;
- (5) if the Employee Account has not received a deposit after 180 days, or after an extended period of dormancy;
- (6) if money laundering, or high risk activity occurs or is suspected; or
- (7) permitted under the Account Agreement or Applicable Law.

8.2 Information concerning suspended, cancelled, or terminated Employee Accounts is available to the Employer through CMS.

8.3 A Participating Employee may convert their Employer Account to a MyMoneyNetwork Account by agreeing to the applicable terms, conditions, and fee schedule (**Converting Employee**). A Converting Employee will no longer be classified as a Participating Employee. This change will not impact the manner in which Employer pays the Converting Employee. Employer may continue to pay Wages by direct deposit to a Converting Employee through the funding process described in this Agreement.

## 9 General Employer Obligations

- 9.1 The Program will not be the sole and exclusive manner for its employees' receipt of Wages. The Employer will also offer: (1) direct deposit to employee's deposit account at a financial institution of the employee's choice (**Direct Deposit**); and (2) any other Wage payment options required by Applicable Law.
- 9.2 Employer will promote and describe the Program as a "*payroll distribution program providing both a Money Network Check and Card*," and not simply as a "*paycard program*," a "*card program*," or something similar.
- 9.3 Employer will not offer the Card to an employee without also offering the Money Network Checks.
- 9.4 Employer will not make any representation or warranty to any person about the Program that is inconsistent with this Agreement, the Operating Rules, or any Program materials;
- 9.5 Employer will use the Program only to pay Wages to Participating Employees.
- 9.6 Cards issued to Participating Employees are Bank's property and subject to cancellation by Bank.
- 9.7 Employer will not charge Participating Employees a fee or offer a discount of any kind to receive Wages through the Program.
- 9.8 Employer will promptly distribute Program information and materials that Program Manager makes available from time to time to Participating Employees.
- 9.9 Employer will: (1) address employee questions and disputes related to the calculation of Wages, Termination Pay, or any Employer Check; and (2) inform employee payees where Employer Checks can be cashed for free.
- 9.10 Employer must implement procedures and controls to minimize the risk of fraud and error in connection

with Employer's use of the Program, including restricting use of the Program to Employer by its authorized representatives.

- 9.11 Employer will promptly notify Program Manager when a Participating Employee's address changes or employment terminates.

## 10 Warranties and Compliance

- 10.1 Subject to **Sections 2 and 17.1.1**, Program Manager represents and warrants that:

- (1) Employer's use of the Program in compliance with the Agreement and Operating Rules to pay Wages in the Designated Jurisdictions complies with Applicable Law that governs the method and means for the distribution, delivery and payment of recurring Wages in the Designated Jurisdictions.
- (2) A Money Network Check and Employer Check when properly and fully completed, and authorized if applicable, according to Program Manager's instructions is a negotiable instrument under the Uniform Commercial Code in the Designated Jurisdictions.

- 10.2 Employer will use, and Program Manager will operate, the Program and Additional Solutions in compliance with this Agreement, Operating Rules, and Applicable Law.

- 10.3 Program Manager and Employer will each comply with Applicable Law governing its obligations under this Agreement. Neither Employer nor Program Manager is obliged to take any action that it believes in good faith would violate Applicable Law. As between the Parties, Employer and not Program Manager is responsible for compliance with Applicable Law covering employment, labor, and payroll, including the calculation, timing, and method of payment of Wages (including Termination Pay), except, subject to any conditions or limitations in the Operating Rules, and Program Manager's warranties in **Section 10.1**.

- 10.4 If Employer receives a communication from a regulatory authority concerning the Program or an Additional Solution, it will follow the procedures described in the Operating Rules.

- 10.5 Program Manager will conduct a credit review of Employer solely to:

- (1) obtain, verify and record information that identifies Employer;
- (2) identify the significant beneficial owners of Employer; and
- (3) ensure that Program Manager does not conduct business with an entity or individual listed on the OFAC sanctions list.

To accomplish these tasks, Program Manager will need the name, address, date of birth and any necessary additional information that will allow Program Manager to identify Employer's significant beneficial owners. Subject to the confidentiality requirements of **Section 11**, Employer authorizes Program Manager, Issuer, and each of its respective Affiliates, to share with each other, on a "need to know basis" only the results of any such verification or record review. This authorization will continue for the Term of this Agreement.

- 10.6 Program Manager serves as the provider of prepaid access under the Program and will perform, or cause others to perform, the regulatory requirements applicable to the Program as required by the prepaid access rule issued by Financial Crimes Enforcement Network.

- 10.7 As it relates to services provided by Program Manager to Employer's California based operations, Program Manager will comply with the California Consumer Privacy Act of 2018 (**CCPA**). To the extent applicable, Program Manager will ensure that the services will meet the requirements of the CCPA.

## 11 Confidentiality

- 11.1 Each Party agrees that it will have no right to use any Confidential Information received from the other Party, and will not disclose Confidential Information to any third parties without the prior written consent of the disclosing Party, except as may be reasonably necessary for it to perform its obligations or exercise its rights under this Agreement or as specified in **Section 10.5**, provided that any such third party to whom such information is provided is subject to a confidentiality agreement that is at least as restrictive as this **Section 11.1**.
- 11.2 Any Confidential Information received by a Party shall be subject to this **Section 11**. Notwithstanding the foregoing, each Party may use or disclose Confidential Information received from the other Party:
- (1) to report, transmit, investigate and prevent incidences of fraud, misrepresentation or crime;
  - (2) as required by any court or other governmental body;
  - (3) to legal counsel of such Party;
  - (4) in confidence, to accountants, banks and financing sources and their respective advisors;
  - (5) if necessary in connection with the enforcement of this Agreement or rights under this Agreement;
  - (6) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction; or
  - (7) to otherwise comply with Applicable Law and applicable Operating Rules. Each Party further agrees that it will use commercially reasonable efforts to maintain the confidentiality of any Confidential Information disclosed by the other Party under this Agreement. The Parties' obligations under this Section will survive the expiration or termination of this Agreement. The foregoing obligations with respect to confidentiality will also apply to any Issuer Confidential Information which may be disclosed to Employer.
- 11.3 Program Data will be disclosed only to provide the services or in accordance with Applicable Law, court order, or subpoena; provided the disclosing Party will use reasonable efforts to notify the other Party prior to disclosure, and if requested, will reasonably cooperate with the other Party's efforts to obtain a protective order or other protection.
- 11.4 Each Party's rights and obligations under this **Section 11** with respect to the other Party's Confidential Information will survive expiration or termination of this Agreement.
- 11.5 Neither Party will make any public announcement relating to this Agreement without the other Party's prior written approval.

## 12 Security Safeguards

Program Manager will each maintain a data security program: (1) reasonable for the Personal Information and Transaction Data collected under the Program; and (2) satisfying Payment Card Industry Data Security Standard and state and federal regulations, including the Interagency Guidelines Establishing Information



Security Standards and Applicable Law, regulating Personal Information ownership, processing, and storage.

### 13 Audit and Inspection

- 13.1 Program Manager or Bank (with at least 10 days' prior notice), or any regulatory authorities that have jurisdiction over Program Manager or Bank, will have the right to audit, inspect, and obtain copies of Employer's records related to the Funding Data, Set-Up Data, and the Identity Verification Documents, as needed to maintain and demonstrate Program Manager's or Bank's compliance with Applicable Law.
- 13.2 Subject to confidentiality obligations to third parties, upon receiving at least 10 days' prior notice from Employer, and to the extent not prohibited under Applicable Law or this Agreement, Program Manager will make Funding Data and Set-Up Data retained by Program Manager available for Employer's inspection during normal business hours at Program Manager's facility to verify their accuracy or to prevent fraud. Employer may not access or view Transaction Data except to the extent permitted under Applicable Law for fraudulent transactions subject to the requirement of **Section 11.3** of this Agreement. Employer may not use or disclose information reviewed or received under this **Section 13.2** other than for this limited purpose, and any review is subject to terms, conditions, and procedures established by Bank and Program Manager.

### 14 Fees and Payment

- 14.1 Employer Fees
- 14.1.1 Employer will pay to Program Manager the applicable fees and charges on **Schedule A** and fees for any Additional Solutions on the applicable addendum (**Employer Fees**). Program Manager will invoice Employer each month for Employer Fees due and owing to Program Manager (if any). Employer must pay undisputed Employer Fees within 30 days after Employer's receipt of the invoice. Program Manager may require Employer to complete Program Manager's account authorization form that authorizes Program Manager to debit Employer's designated account for Employer Fees. The account authorization will not terminate until Employer pays all Employer Fees due and owing by Employer. Employer Fees not paid as described in this **Section 14.1** may incur a late fee at a rate equal to the lesser of: (1) 1.5% per month; or (2) the maximum rate permitted by Applicable Law.
- 14.1.2 As reflected in Schedule A, there are no Employer Fees for this Program.
- (1) Employee Fees are set forth in the attachment. There will be no Employer Fees for this Program.
- 14.1.3 The terms and conditions of any schedule or Additional Solution addenda are incorporated into this Agreement by this reference.
- 14.2 Employee Fees
- Program Manager will deduct from each Participating Employee's Balance the fees and service charges established by Bank applicable to Participating Employees' use of the Program (as in effect from time to time, the **Employee Fees**). Current Employee Fees are on **Schedule A** and otherwise available upon request by Employer.

### 15 Intellectual Property and Ownership

- 15.1 Program Manager grants to Employer a limited, non-exclusive, royalty-free, non-assignable,

nontransferable right and license to use Program Marks during the Term, in the form and manner that Program Manager expressly authorizes and solely in connection with the Program or Additional Solution. Guidelines for use of the Program Marks are included in the Operating Rules.

- 15.2 Employer, Program Manager, Bank, and each Network retains all of its patent rights, copyright rights, trade secret rights, know-how, trademark, service mark and other proprietary rights that are acquired, discovered, invented, originated, made, or conceived by them, (together, **Intellectual Property Rights**). No right, title or interest in, to or under any Intellectual Property Rights of Employer, Program Manager, Bank, or a Network, including any implied license is created, assigned or otherwise transferred under this Agreement. Program Manager will retain sole and exclusive ownership of all Intellectual Property Rights created or conceived while making the Program or Additional Solutions available to Employer and Participating Employees. This Agreement is not a work for hire agreement.
- 15.3 Program Manager may from time to time implement new features or functional improvements, additions, or modifications in support of or related to the Program or any Additional Solution (each, an **Enhancement**).
- 15.4 As between the Parties, Program Manager will at all times own all right, title and interest in and to all Program Data.

## 16 Term

This Agreement will begin on the Effective Date and expire on the 5<sup>th</sup> anniversary of the Effective Date.

## 17 Modification or Termination

### 17.1 Modification or Termination

17.1.1 Program Manager may modify or terminate this Agreement, any portion of the services, and any Additional Solution in any Designated Jurisdiction upon 30 days' prior notice to Employer in the event any of the following make it commercially impractical to continue offering the Program or a part of the services in a specific jurisdiction:

- (1) changes in any Operating Rules; or
- (2) changes to, or interpretations of Applicable Law by any regulatory authorities; or
- (3) the issuance of any formal or informal order, instruction or directive communicated to Program Manager or Bank by a regulatory authority.

17.1.2 If Employer reasonably believes that changes in, or regulatory interpretations of Applicable Law make it commercially impractical to continue offering the Program or an Additional Solution in a specific jurisdiction, Employer may terminate this Agreement or the provision of the services in a Designated Jurisdiction upon 30 days' prior notice.

17.1.3 Employer may terminate this Agreement upon 30 days' prior notice (without penalty) if, after the Initial Term, Program Manager imposes a material increase in Employer Fees.

### 17.2 Termination for Cause

Either Party may terminate this Agreement if the other Party breaches any material representation, warranty, term, condition, or obligation of this Agreement and fails to cure such breach within 30 days after receipt of written notice of such breach.

### 17.3 Effect of Termination

Upon termination of this Agreement, Employer will immediately pay all undisputed fees and charges invoiced by Program Manager to Employer relating to the Program. The Employee FBO Account will continue to be maintained and the funds will continue to be held for the benefit of the Participating Employees. However, Program Manager may elect to have all or a portion of the funds in the FBO Account disbursed to the respective Participating Employees. Employer does not have the ability to direct or control disbursement of the funds from the Employee FBO Account upon termination of this Agreement.

### 17.4 Wind-Down of Program

Upon termination of this Agreement for any reason, the Parties agree to cooperate in good faith to wind down the Program in a commercially reasonable manner. Such cooperation will include the continued acceptance of Cards and authorized Money Network Checks presented for payment, and the continuation of customer service to outstanding Participating Employees. Each Party will return all information furnished under this Agreement to the Party from which it was received, or provide written certification of destruction of said information. Employer will return all Cards and Money Network Check inventory to Program Manager or destroy it and provide a written certification of destruction.

## 18 Responsibility

18.1 Subject to Section 19, each Party will be responsible for all Claims to the extent the Claims result from: (1) the Responsible Party's breach of any of its obligations, representations or warranties under this Agreement; and (2) any negligent or intentional misconduct of the Responsible Party, its Affiliates, or any of their respective employees or independent contractors in connection with this Agreement.

18.2 Employer will be responsible for all Claims, to the extent such Claims arise from Employer's failure to fund the Employee FBO Account or Employer FBO Account or to calculate properly the Wage amount payable to an employee or any reversal transactions initiated at Employer's direction.

## 19 Limitation of Liability; Exclusion of Damages

Each Party's total liability for all Claims relating to this Agreement or Program (regardless of the theory of recovery) will not exceed **\$250,000**, except to the extent a Claim results from the Party's gross negligence or willful misconduct. Neither Employer nor Program Manager will be liable under any circumstances or any theory of recovery for exemplary, punitive, special, indirect, incidental, or consequential damages or lost profits, lost revenues, damage to reputation, or loss of market value or capitalization. This **Section 19** does not limit Employer's liability for failure to: (1) fund the Employee FBO Account or Employer FBO Account; (2) calculate properly the Wage amount payable to an employee or any reversal transactions initiated at Employer's direction; or (3) properly pay Termination Pay.

## 20 No Liability for Third Party Acts or Omissions

Neither Party nor Bank will be liable for any loss or damage to Employer, or deemed in breach of this Agreement, for the acts or omissions, or the insolvency of, any Network or NACHA, any Federal Reserve Bank or its branches, or other ACH system participants.

## 21 Force Majeure

Except for Employer's obligation to pay Employer Fees, neither Party will be liable for any delay or failure to perform its obligations under this Agreement to the extent caused by a Force Majeure Event or the other Party's failure to comply with its obligations under this Agreement.

## 22 Disclaimer of Warranties

This is a service agreement, and except as expressly provided in **Section 10.31**, Program Manager disclaims all representations or warranties of any kind, (express or implied) about the Agreement, the Program, Additional Solution, and any other service provided under this Agreement, including any warranties regarding quality, suitability, merchantability, fitness for a particular purpose and non-infringement (irrespective of any course of dealing, custom, or usage of trade).

## 23 Third Party Beneficiaries

Bank is a third party beneficiary of this Agreement entitled to enforce the Agreement's provisions against Employer as if Bank were a Party to the Agreement. Otherwise, this Agreement is entered into solely for Program Manager and Employer's benefit, and will not confer any rights upon any other persons not expressly a Party to this Agreement including Participating Employees.

## 24 Participating Affiliates

24.1 A **Qualified Affiliate** is an Affiliate of Employer that executes Form I-9s for its employees; and, is wholly owned and controlled by Employer or Employer's parent and is organized and located in the Designated Jurisdictions. A Qualified Affiliate, Employer, and Program Manager may execute a Participating Affiliate Addendum (**Affiliate Addendum**) to establish the terms and conditions for the Qualified Affiliate's participation in the Program. A Qualified Affiliate that is a party to a fully executed Affiliate Addendum is a **Participating Affiliate**.

24.2 Employer will cause each Participating Affiliate to comply with this Agreement's terms (as amended) that are applicable to Employer's participation in the Program and receipt of the services. A Participating Affiliate's acts or omissions in connection with its participation in the Program will be deemed to be acts or omissions of Employer. Employer will be fully responsible and liable to Program Manager for any Participating Affiliate's acts or omissions to the same extent Employer would be responsible and liable to Program Manager if the acts or omissions were those of Employer. Employer will not permit a Participating Affiliate's ownership or control to be transferred to any entity that is not Employer's Affiliate without first terminating the Participating Affiliate's Affiliate Addendum and participation in the Program. Employer represents and warrants that it has and will maintain the authority to take the actions and make the commitments contemplated under this Agreement and the Affiliate Addendum, with respect to and on behalf of each Participating Affiliate, throughout the Term.

## 25 Notices

Notices given under this Agreement must be in writing and sent by electronic mail or receipted express or overnight delivery or courier service paid by the sender and sent to the other Party's address on the signature page to this Agreement. Each Party may change notice information by giving the other notice of the change as described in this **Section 25**.

## 26 No Conflicts

Each Party represents and warrants that this Agreement's execution, delivery and performance will not conflict with, violate, or cause a breach or default under, the terms of any other agreement to which it is a party or commitment by which it is bound. This representation and warranty will survive execution of this Agreement.

## 27 Additional Provisions

- 27.1 The following interpretation rules apply to the Agreement: (1) each defined word or phrase can be read as singular or plural; (2) “including” (in any form) means “including but not limited to;” (3) a reference to a particular law, regulation, or standard means the law, regulation, or standard as it has been amended since the Effective Date or, if a law has been replaced, the replacement or successor law; (4) “day” means a calendar day unless “business day” or something like it is used; and (5) section headings and topic headings are convenient reading aids only and do not have any legal significance.
- 27.2 Employer may not assign this Agreement or any of its rights, interests, and duties to another party without Program Manager’s prior written consent.
- 27.3 This Agreement will be governed by New York law without reference to choice of law rules.
- 27.4 Any provisions of this Agreement which by their express or implicit terms are intended to survive the termination of this Agreement will survive the termination and be enforceable in accordance with their terms.
- 27.5 Upon Program Manager’s request, Employer will execute and deliver any additional documents, forms, or instruments and perform any additional acts that may be reasonably necessary or appropriate to participate in the Program.
- 27.6 If Employer is made a party to any arbitration claim brought by any Participating Employee under the Account Agreement, Employer must comply with the arbitration provision terms contained in the Account Agreement, including allowing Bank to make any elections required to be made under the arbitration provision.
- 27.7 This Agreement is the entire agreement between the Parties, and it supersedes and merges all prior proposals and all other agreements, whether oral or written, by the Parties relating to this Agreement’s subject matter. Except as described in **Sections 14.1.2, and 17.1.1**, no change, modification, or waiver of any term or condition of this Agreement will be valid unless it is in writing and signed by each Party. If there is any conflict or inconsistency between the provisions of this Agreement and the Operating Rules, the terms of this Agreement will prevail. If there is any conflict or inconsistency between the provisions of this Agreement and Applicable Law, this Agreement will be deemed modified to the extent necessary to comply with Applicable Law.
- 27.8 This Agreement may be signed in counterparts (including, by faxing or emailing signature pages), each of which will be deemed an original for all purposes, and all parts taken together constitute one and the same agreement. Electronic versions of this Agreement (and copies or images of this Agreement reproduced from electronic or hardcopy versions) are enforceable and are to be treated as originals.

***[Authorized Signatures on next page.]***

**Authorized Signatures:**

**Metropolitan Government of Nashville and Davidson County, Tennessee**

(Employer)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Formation: Tennessee

Address for Notices:

Metropolitan Government of Nashville and Davidson County, Tennessee

700 President Ronald Reagan Way, Suite 205

Nashville, TN 37210

Attention: Barbara Hagman

copy to:

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

**Money Network Financial, LLC**

(Program Manager)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Address for Notices:

Money Network Financial, LLC

2900 Westside Parkway

Alpharetta, GA 30004

Attention: Vice President Operations

copy to:

Money Network Financial, LLC

6855 Pacific Street

Omaha, NE 68106

Attention: Legal Department

## Schedule A

### Fees

#### 1 Employee Fees

All Fees	Employer Program	My MoneyNetwork Program	Details
<b>Monthly Usage</b>			
Account Opening, Check, and Card Receipt	\$0.00	\$0.00	No fee for Account Opening, Checks, and initial Card.
Monthly Maintenance Fee	Not Applicable	\$5.00	Fee is waived if you live in NY. Fee is waived in any Monthly Statement Cycle in which Account loads total \$400 or more.
<b>Add Money</b>			
Payroll Deposit	\$0.00	\$0.00	Funds loaded by your Employer.
ACH Deposit of Other Funds	\$0.00	\$0.00	Loads of other types of funds or payments, e.g. a tax refund.
<b>Spend Money</b>			
Signature Debit Transactions	\$0.00	\$0.00	Select "Credit" or sign at point-of-sale (POS). Currency Conversion Assessment Fee, International Service Assessment, and/or Cross Border Assessment may also apply to International Transactions.
PIN Debit Transactions	\$0.00	\$0.00	Select "Debit" and enter PIN at POS; cash back option at participating merchants. Currency Conversion Assessment Fee, International Service Assessment, and/or Cross Border Assessment may also apply to International Transactions.
Money Network® Check	\$0.00	\$0.00	Participating check cashing locations do not charge fees to cash Money Network Checks. To find these locations, use the locator on our Mobile App (data rates may apply) or at moneynetwork.com, or call Customer Service. Non-participating check cashing locations may charge fees that are not monitored by us. Check cashing locations may also limit the dollar amount of checks they will cash.
<b>Get Cash or Send Cash</b>			
ATM Withdrawal Fee or ATM Decline Fee   In-Network	\$0.00	\$0.00	Withdrawal or Decline from ATM that is a part of our network. If you live in CT or IL, we will waive our fee for the first two ATM Declines (In-Network, Out-of-Network, or Non-US) in a calendar month. To find in-network ATMs, use the locator on our Mobile App (data rates may apply) or at moneynetwork.com, or call Customer Service.
ATM Withdrawal Fee   Out-of-Network	\$2.75	\$2.75	This is our fee. We waive our Out-of-Network ATM Decline Fee if you live in NY. If you live in CT or IL, we waive our fee for the first two ATM Declines (In-Network, Out-of-Network, or Non-US) in a calendar month. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM Decline Fee   Out-of-Network			
Bank Teller Over the Counter Cash Withdrawal	\$0.00	\$0.00	At banks displaying the card association logo on your Card's front side. This is our fee. You may also be charged a fee by the bank. Currency Conversion Assessment Fee, International Service Assessment, and/or Cross Border Assessment may also apply to International Transactions.
Transfer to Customer Bank Fee	\$3.00	\$3.00	Domestic ACH transactions are subject to additional terms that are disclosed when a transaction is initiated.
International ACH Withdrawal Fee	\$7.00 plus 3.5% of the exchange rate	\$7.00 plus 3.5% of the exchange rate	This transaction allows you to transfer funds via ACH to an international bank account. We charge transfer fees consisting of a flat fee of up to \$7.00 plus a mark-up on the exchange rate of up to 3.5%. The transfer fees may be less depending on the amount transferred and market conditions. Applicable transfer taxes will also be charged. The exact amount of transfer fees and transfer taxes charged by us will be disclosed to you before you complete the transaction. Your transaction is subject to an exchange rate conversion, and may be subject to additional fees and taxes, from 3rd parties. Recipient's financial institution may also charge fees and taxes. We do not monitor exchange rates or fees established by 3rd parties and these amounts are subject to change. These transactions are subject to additional terms that are disclosed when a transaction is initiated. See Website for more information. You may call Customer Service for assistance.
<b>Information</b>			
Monthly Paper Statement	\$0.00	\$0.00	Obtain Account activity without fee via Mobile App (data rates may apply), moneynetwork.com, or Customer Service.
Customer Service	\$0.00	\$0.00	24/7 toll free Account access, including account balance inquiries.

ATM Balance Inquiry Fee   In-Network	\$0.00	\$0.00	To find in-network ATMs, use the locator on our Mobile App (data rates may apply) or at <a href="http://moneynetwork.com">moneynetwork.com</a> , or call Customer Service.
ATM Balance Inquiry Fee   Out-of-Network	\$2.75	\$2.75	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
<b>Using Your Card Outside the U.S. (International Transactions)</b>			
ATM Withdrawal INT Fee (Non-U.S.)	\$2.50	\$2.50	This is our fee. We waive our ATM Decline INT (Non-US) Fee if you live in NY. If you live in CT or IL, we will waive our fee for the first two ATM Declines (In-Network, Out-of-Network, or Non-US) in a calendar month. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. Currency Conversion Assessment Fee, International Service Assessment, and/or Cross Border Assessment may also apply to these transactions.
ATM Decline INT Fee (Non-U.S.)			
ATM Balance Inquiry INT Fee (Non-U.S.)			
Visa International Service Assessment <i>(applies if transaction is initiated in non-U.S. dollars and a currency conversion rate applies)</i>	2.0%	2.0%	Of the U.S. dollar amount of each International Transaction made with a Visa branded card. Only one of these fees may apply to your transaction and be assessed. See Using Your Account and Card - International Transactions in your Agreement's terms and conditions for additional information. Transaction fees on your statement will include these fees if they apply to your transaction.
Visa Cross Border Assessment <i>(applies if transaction is initiated in U.S. dollars by a merchant with a non-U.S. country Code)</i>	0.8%	0.8%	
Mastercard Currency Conversion Assessment Fee <i>(applies if transaction is initiated in non-U.S. dollars)</i>	0.2%	0.2%	Of the U.S. dollar amount of each International Transaction made with a Mastercard branded card. Either or both of these fees may apply to your transaction and be assessed. See Using Your Account and Card - International Transactions in your Agreement's terms and conditions for additional information. Transaction fees on your statement will include these fees if they apply to your transaction.
Mastercard Cross Border Assessment Fee <i>(applies if transaction is initiated with merchant with non-U.S. country code)</i>	2.0%	2.0%	
<b>Other</b>			
Reissuance of Lost/Stolen Card	\$5.00	\$5.00	Reissued Card shipped via U.S. mail 7-10 business days after order placed. One replacement Card provided at no charge each calendar year.
Priority Shipping Fee	\$10.00	\$10.00	Additional fee to ship replacement Card 4-7 business days after order placed. Reissuance of Card Fee also applies.
Request Secondary Account	\$0.00	\$0.00	Request an additional account for family or dependents.
Transfer Funds to Secondary Account	\$0.00	\$0.00	Transfer of funds to Secondary Account.
Money Network Check Stock Order	\$0.00	\$0.00	Shipped 7-10 business days after order placed. Up to 30 checks per order.
<b>3rd Party Fees (We do not charge you these fees.)</b>			
Cash Deposit at Reload Provider	\$5.95	\$5.95	3rd party fees, known to be up to \$5.95 as of 8/15/2018, may apply when reloading your Card at reload providers. To find reload providers, use the locator on our Mobile App (data rates may apply) or at <a href="http://moneynetwork.com">moneynetwork.com</a> , or call Customer Service.
Deposit Check Funds via Mobile App   Standard	\$0.00	\$0.00	A 3rd party provides this service subject to its enrollment process, terms, conditions, fees, and privacy policy. Checks are subject to the 3rd party's approval in their sole discretion; dollar limits and other restrictions apply. Approved checks are loaded net of applicable fees. <b>Expedited Service:</b> 3rd party fees are 1% of approved check amount for preprinted payroll & government checks and 4% of approved check amount for other check types, with a \$5 minimum fee. 3rd party approval process usually takes 3-5 minutes but may take an hour. Most issuers post funds within 24 hours. <b>Standard Service:</b> No 3rd party fee for 10 days delayed funding. See Mobile App (message and data rates may apply) for more information.
Deposit Check Funds via Mobile App   Expedited • Preprinted payroll & government checks • Other check types	Greater of: • 1% or \$5.00 • 4% or \$5.00	Greater of: • 1% or \$5.00 • 4% or \$5.00	
<b>Additional Disclosures</b>			
Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation ("FDIC"). Your funds will be held at Pathward, N.A. or placed by Pathward as custodian at one or more participating FDIC-insured banks (each a "Program Bank"). In the event the FDIC were to be appointed as a receiver for Pathward or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution, would be eligible to be insured up to \$250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward and the Program Banks for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage, the FDIC has an Electronic Deposit Insurance Estimator available at <a href="https://edie.fdic.gov">https://edie.fdic.gov</a> . For more information, see also <a href="https://www.fdic.gov/deposit/deposits/prepaid.html">https://www.fdic.gov/deposit/deposits/prepaid.html</a> . No overdraft/credit feature. Contact Customer Service by calling 888-913-0900, by mail at 2900 Westside Pkwy, Alpharetta, GA 30004, or visit <a href="http://moneynetwork.com">moneynetwork.com</a> . For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> . If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit <a href="http://cfpb.gov/complaint">cfpb.gov/complaint</a> .			
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**2 Employer Fees**

<b>Description</b>	<b>Fee</b>	<b>Occurrence</b>
Program Build and Implementation Fee	\$10,000 <i>is waived</i>	each Program
Welcome Packet Fee	\$2.00 <i>is waived</i>	each

**Certificate Of Completion**

Envelope Id: 13E02B7FF8434920BC06AA5EA57D366B  
 Subject: Council Legislation - FISERV  
 Source Envelope:  
 Document Pages: 68  
 Certificate Pages: 16  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Procurement Resource Group  
 730 2nd Ave. South 1st Floor  
 Nashville, TN 37219  
 prg@nashville.gov  
 IP Address: 170.190.198.185

**Record Tracking**

Status: Original 1/11/2024 7:31:58 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Brittany Bryant  
 brittany.bryant@nashville.gov  
 Security Level: Email, Account Authentication (None)

**Signature**

*Brittany Bryant*

**Timestamp**

Sent: 1/11/2024 7:46:13 AM  
 Viewed: 1/11/2024 12:01:23 PM  
 Signed: 1/11/2024 12:14:12 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/11/2024 12:01:23 PM  
 ID: db23088a-4e67-472b-b2d6-fb86349782a4

Michelle A. Hernandez Lane  
 michelle.lane@nashville.gov  
 Chief Procurement Officer/Purchasing Agent  
 Metro  
 Security Level: Email, Account Authentication (None)

*Michelle A. Hernandez Lane*

Sent: 1/11/2024 12:14:16 PM  
 Viewed: 1/14/2024 1:02:52 AM  
 Signed: 1/14/2024 1:03:04 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 172.58.145.212  
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Kevin Crumbo/mjw  
 MaryJo.Wiggins@nashville.gov  
 Security Level: Email, Account Authentication (None)

*Kevin Crumbo/mjw*

Sent: 1/14/2024 1:03:07 AM  
 Viewed: 1/16/2024 11:13:06 AM  
 Signed: 1/16/2024 11:14:23 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/16/2024 11:13:06 AM  
 ID: 415cbadc-4bbf-462a-bd27-e429e41ae920

Tessa V. Ortiz-Marsh  
 tessa.ortiz-marsh@nashville.gov  
 Security Level: Email, Account Authentication (None)

*Tessa V. Ortiz-Marsh*

Sent: 1/16/2024 11:14:26 AM  
 Viewed: 1/16/2024 12:29:14 PM  
 Signed: 1/16/2024 12:29:37 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 1/16/2024 12:29:14 PM ID: b625e09b-231b-4609-8422-455eff6526f1		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 1/16/2024 12:29:44 PM Viewed: 1/16/2024 12:59:26 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 1/16/2024 12:29:42 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 1/16/2024 10:29:10 AM ID: 865876c7-e427-4f94-aa46-244109992482		

Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 1/16/2024 12:29:43 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 1/16/2024 12:31:46 PM ID: 2283bd4c-2846-4b79-bd8d-7666587818cb		

Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 11/21/2023 10:20:59 AM ID: 3ccf2030-2fdc-4b9a-bf88-53bccb570865		

Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 1/16/2024 12:18:08 PM ID: d1c2f255-877e-467e-b144-e05b359dc7ea		

Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	1/11/2024 7:46:13 AM
Certified Delivered	Security Checked	1/16/2024 12:59:26 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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