

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MARCIA A. RAY, *on behalf of herself and  
all others similarly situated,*

Plaintiffs,

v.

CONDUENT, INC., a New York  
Corporation, *t/d/b/a* Conduent State and  
Local Solutions, Inc., COMERICA INC.,  
*t/d/b/a* Comerica Bank, a Delaware  
Corporation, and, MASTERCARD, INC., a  
Delaware Corporation,

Defendants.

**JURY TRIAL DEMANDED**

CIVIL DIVISION

GD-22-

**CLASS ACTION**

Filed on Behalf of Plaintiffs,  
MARCIA A. RAY, *on behalf of herself and  
all others similarly situated.*

Counsel of Record for This Party:

JOHN A. BIEDRZYCKI, III, ESQ.  
PA. I.D. #91400

THE STEEL CITY LAWYER  
Defender House  
1140 Boyce Road  
Pittsburgh, PA 15241

Telephone: (412) 347-1295  
Facsimile: (412) 221-4205  
Email: john@steelcitylawyer.com

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MARCIA A. RAY, *on behalf of herself, and  
all others similarly situated,*

Plaintiffs,

v.

CONDUENT, INC., a New York  
Corporation, *t/d/b/a* Conduent State and Local  
Solutions, Inc., COMERICA INC., *t/d/b/a*  
Comerica Bank, a Delaware Corporation, and,  
MASTERCARD, INC., a Delaware  
Corporation,

Defendants.

CIVIL DIVISION

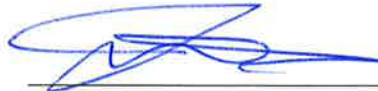
GD-22-

**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

Date:

5/24/2022



John A. Biedrzycki, III, Esq.  
PA I.D. # 91400

Biedrzycki Law Office  
Defender House  
1140 Boyce Road  
Pittsburgh, PA 15241

Phone: (412) 347-1295

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MARCIA A. RAY, *on behalf of herself, and  
all others similarly situated,*

Plaintiffs,

v.

CONDUENT, INC., a New York  
Corporation, *t/d/b/a* Conduent State and Local  
Solutions, Inc., COMERICA INC., *t/d/b/a*  
Comerica Bank, a Delaware Corporation, and,  
MASTERCARD, INC., a Delaware  
Corporation,

Defendants.

CIVIL DIVISION

GD-22-

**NOTICE TO DEFEND**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

LAWYER REFERRAL SERVICE  
The Allegheny County Bar Association  
3rd Floor Koppers Building, 436 Seventh Avenue Pittsburgh, Pennsylvania 15219  
Telephone: 412-261-5555  
[www.acbalrs.org](http://www.acbalrs.org)

  
John A. Biedrzycki, III, Esq.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MARCIA A. RAY, *on behalf of herself, and  
all others similarly situated,*

Plaintiffs,

v.

CONDUENT, INC., a New York  
Corporation, *t/d/b/a* Conduent State and Local  
Solutions, Inc., COMERICA INC., *t/d/b/a*  
Comerica Bank, a Delaware Corporation, and,  
MASTERCARD, INC., a Delaware  
Corporation,

Defendants.

CIVIL DIVISION

GD-22-

**NOTICE TO PLEAD**

TO: CONDUENT, INC., a New York Corporation, *t/d/b/a* Conduent State and Local  
Solutions, Inc., COMERICA INC., *t/d/b/a* Comerica Bank, a Delaware Corporation, and,  
MASTERCARD, INC., a Delaware Corporation.

You are hereby notified to file a written response to the Complaint filed against you within  
twenty (20) days from the date of service hereof or judgment may be entered against you.

  
\_\_\_\_\_  
John A. Biedrzycki, Esq.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MARCIA A. RAY, *on behalf of herself, and  
all others similarly situated,*

Plaintiffs,

v.

CONDUENT, INC., a New York  
Corporation, *t/d/b/a* Conduent State and Local  
Solutions, Inc., COMERICA INC., *t/d/b/a*  
Comerica Bank, a Delaware Corporation, and,  
MASTERCARD, INC., a Delaware  
Corporation,

Defendants.

CIVIL DIVISION

GD-22-

**CLASS ACTION**

AND NOW, comes the Plaintiffs, MARCIA A. RAY, on behalf of herself, and all others similarly situated, by and through the undersigned counsel, and files the within Class Action and in support thereof avers as follows:

1. Plaintiff Marcia A. Ray is an adult individual who resides in Allegheny County, Pennsylvania.
2. Defendant Conduent, Inc., hereinafter "Conduent", is a New York Corporation with a corporate address of 100 Campus Drive, Suite 200, Florham Park, New Jersey, 07932.

3. Defendant Comerica Inc., hereinafter “Comerica” is a Delaware corporation with a corporate address of 17127 Main Street, Dallas, Texas, 75201.

4. Defendant Mastercard Inc., hereinafter “Mastercard” is a Delaware corporation with a corporate address of 2000 Purchase Street, Purchase, New York, 15077.

5. At all times relevant hereto, Plaintiff, and all others similarly situated, were issued an “EPPICard” debit Mastercard by Defendant Comerica, resultant from a contract between Defendant Conduent and the Commonwealth of Pennsylvania Department of Human Resources (hereinafter “DHS”) for the collection, processing and payment of Pennsylvania child support. *See Exhibit “A” EPPICard insert and Terms of Use and Exhibit “B” Contract No. 4400021219.*

6. Custodial Parents, such as Plaintiff and all others similarly situated, were issued a Mastercard issued by Defendant Comerica that would draw from child support funds due to the Plaintiffs, allowing them to make cash withdrawals at automated teller machines or make purchases anywhere Mastercard was accepted, to support their children.

7. Despite security “chips” being placed in credit and debit cards in 2015 to prevent fraudulent use, the debit Mastercard issued by Defendant Comerica to the Plaintiffs did not include a “chip”.

8. Additionally, Plaintiffs were unable to block or disable international or online purchases being made on the EPPICard Mastercards issued to the Plaintiffs, which is in conflict with Paragraph 5 of the Terms of Use sent with the EPPICard. Almost all other debit card and credit card issuers provide and utilize features which allow cardholders to block international and online transactions.

9. Beginning in June of 2020, and continuing thereafter for at least sixteen (16) occasions, Plaintiff Ray’s EPPICard was fraudulently debited by a foreign entity listed on her

statement as “Trinidad TNT” for charges she did not authorize or initiate, despite taking reasonable measures to secure her EPPICard.

10. Upon noticing the fraudulent charges, Plaintiff Ray immediately contacted Customer Service, and was put on hold for several hours at a time, transferred to representatives that told her things such as “you can’t talk directly to the fraud department” or “they’re closed”. When she did finally reach a fraud representative after multiple attempts, an investigation was opened and her request for a refund of the charges was summarily dismissed as a legitimate set of charges.

11. Defendant Comerica also refused to block any further charges by “Trinidad TNT” and collected international transaction fees from Plaintiff Ray’s EPPICard account for the fraudulent transactions.

12. The total of fraudulent charges to Plaintiff Ray’s EPPICard total \$1,033.14.

13. Thereafter, Plaintiff Ray engaged the assistance of her Pennsylvania State House Representative Office, however, the DHS, and Defendants Comerica and Conduent refused to answer any questions from the Representative’s Office.

14. Plaintiff Ray then retained counsel, however, the DHS, and Defendants Comerica and Conduent refused to answer any questions from said attorney, and Defendant Comerica sent a letter to Plaintiff Ray’s counsel doubling down on their contention that the overseas charges were not fraudulent.

15. Plaintiff Ray’s difficulties with the Defendants were investigated by NBC affiliate WPXI for a feature story which aired May 23, 2022, and again, despite requests from the reporter covering the story, the Defendants and DHS refused to refund the fraudulent charges or answer specific, if any, questions.

16. Plaintiff Ray does not have a United States Passport and has never been to Trinidad and Tobago.

17. Defendant Mastercard asserts that “When you use your Mastercard, you’re protected from fraud.” *See Exhibit “C”*

18. It is believed and therefore averred that some, if not all, of the fraudulent transactions charged to the Plaintiffs were conducted via the Mastercard network.

### **CLASS ACTION ALLEGATIONS**

19. Paragraphs 1 through and including 18 of Plaintiffs’ Complaint are incorporated as if the same appeared herein.

20. Defendant Comerica issued tens of thousands of EPPICards to custodial parents similarly situated to Plaintiff Ray stemming from the contract between DHS and Defendant Conduent.

21. A significant number of claims of fraudulent transactions, including Mastercard network debit transactions, occurring on EPPICards have been made to DHS, the Pennsylvania Attorney General, the Better Business Bureau, Defendant Comerica, and Defendant Conduent, and others, such as State Legislators, Attorneys and online review websites.

22. Based on information gleaned from the aforementioned claims of fraudulent EPPICard transactions, the Defendants rebuffed those complainants as they did Plaintiff Ray.

23. Despite widespread fraudulent EPPICard transactions being authorized by the Defendants, likely in part to their failure to allow cardholders to prohibit foreign and online transactions, or issue cards with a security chip, it is believed and therefore averred, that



hundreds, if not thousands, of custodial parents issued EPPICard Mastercards by the Defendants have lost money in the same manner as Plaintiff Ray and were similarly rebuffed by Defendants in the same manner as Plaintiff Ray.

24. All of the aforementioned persons, and Plaintiff Ray, would be governed by the same contract, EPPICard documents and Mastercard guarantee furnished as Exhibits A, B and C.

25. Given that the fact pattern basis for Plaintiff Ray's claims, and the claims of all the aforementioned potential class members are the same, with all class members and Plaintiff Ray being subject to the same contracts and guarantees, the questions of law governing this case, and the defenses, if any, available to the Defendants, would be the same.

26. Due to the large number of fraud claims and EPPICard Mastercards issued, the class would be so numerous that joinder of all parties would be impracticable, such that a class action would afford a fair and efficient method for adjudication.

27. Plaintiff Ray, a divorced single mother, would fairly and adequately assert the interests of the class, as she is iconic of the class members that rely on these support funds to care for their children. She is represented by the undersigned counsel who has practiced law for twenty (20) years and of adequate resources to assure the interests of the class will not be harmed. Both Plaintiff Ray and undersigned counsel are free from any conflicts of interests in representing the class.

#### **COUNT I: BREACH OF CONTRACT**

#### **PLAINTIFFS V. DEFENDANTS CONDUENT, COMERICA AND MASTERCARD**

28. Paragraphs 1 through and including 27 of Plaintiffs' Complaint are incorporated as if the same appeared herein.

29. Defendants Conduent, Comerica and Mastercard, by virtue of the Contracts and Guarantees referenced in Exhibits A, B and C, are bound to reverse any fraudulent charges made to EPPICards, including any foreign transaction or other fees associated with said charges.

30. Plaintiffs incurred fraudulent charges on their EPPICards.

31. Despite demands by Plaintiffs, Defendants Conduent, Comerica and Mastercard refused to refund the fraudulent charges.

32. Defendants Conduent, Comerica and Mastercard knew, or reasonably should have known, that the fraudulent charges were indeed fraudulent.

33. Defendants Conduent, Comerica and Mastercard failed to adequately protect EPPICard holders with industry-standard safeguards such as imbedded chip technology or allowing cardholders to turn off international and/or online transactions.

34. Defendants Conduent, Comerica and Mastercard knew or reasonably would have known, that EPPICard holders were often low-income struggling individuals without incomes that would allow them to take legal action to enforce the Contracts and Guarantees referenced in Exhibits A, B and C.

WHEREFORE, Plaintiff, for herself, and all others similarly situated, respectfully requests judgment in her favor in an amount equal to the fraudulent charges, plus interest, attorney's fees, costs and other amounts this Honorable Court deems appropriate.

**COUNT II: VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE  
PRACTICES AND CONSUMER PROTECTION LAW**

**PLAINTIFFS V. DEFENDANTS CONDUENT, COMERICA AND  
MASTERCARD**

35. Paragraphs 1 through and including 34 of Plaintiffs' Complaint are incorporated as if the same appeared herein.

36. Defendants Conduent, Comerica and Mastercard, through their actions and/or inactions in failing to adhere to the Contracts and Guarantees referenced in Exhibits A, B and C, violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1 et seq. in the following particulars, which appear below the enumerated sections of the law:

- a) Violation of 73 P.S. 202-2(4)(v)(5) by representing that the EPPICard had fraud protection benefits when it in fact did not.
- b) Violation of 73 P.S. 202-2(4)(v)(ix) by representing that the EPPICard Mastercard had fraud protection benefits without the intent to provide them.
- c) Violation of 73 P.S. 202-2(4)(v)(xiv) by failing to comply with written fraud guarantee that the EPPICard Mastercard had fraud protection benefits.

WHEREFORE, Plaintiff, for herself, and all others similarly situated, respectfully requests judgment in her favor in an amount equal to the fraudulent charges or \$100.00 per violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, whichever is greater, plus interest, attorney's fees, costs and other amounts this Honorable Court deems appropriate.

Respectfully submitted;

By:

A handwritten signature in blue ink, appearing to be 'JB', written over a horizontal line.

John A. Biedrzycki, III, Esquire  
Attorney for Plaintiffs

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MARCIA A. RAY, *on behalf of herself, and  
all others similarly situated,*

Plaintiffs,

v.

CONDUENT, INC., a New York  
Corporation, *t/d/b/a* Conduent State and Local  
Solutions, Inc., COMERICA INC., *t/d/b/a*  
Comerica Bank, MASTERCARD, INC., a  
Delaware Corporation,

Defendants.

CIVIL DIVISION

GD-22-

**VERIFICATION**

I, **Marcia A. Ray**, verify that the averments contained this Class Action are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: \_\_\_\_\_

5-24-2022

  
\_\_\_\_\_  
Marcia A. Ray

# **Exhibit A**

# Pennsylvania

EPPICard® Prepaid Mastercard®

## Do Not Throw This Card Away!

### Manage On The Go

#### For Card Balance, Transaction History, Alerts\* and more:

Visit [www.EPPICard.com](http://www.EPPICard.com). If you still have questions call the number on the back of your Card.

\* data rates may apply.

Go to [EPPICard.com](http://EPPICard.com) to view all documents included in this card package. Select "PA - Child Support" from the drop-down menu, then select "Program Materials".

### Important Card Safety Tips

- Keep your Personal Identification Number (PIN) a secret. Choose a number that is not easily guessed. Never write it down anywhere, or give it to anyone. We will never call or text you asking for the PIN.
- Have your Card out and ready to use as you approach the ATM. If you observe suspicious persons or circumstances, it may be safer to go to an alternate ATM location.
- If the ATM ever appears to have been damaged or tampered with, do not insert your Card.

### Activate Your New Card Immediately



Go to [EPPICard.com](http://EPPICard.com), or call 1-800-304-1669 to activate your Card and create your PIN.



Please refer to the Terms of Use for a complete list of fees associated with the use of this Card. By creating your PIN and activating the Card, you are agreeing to abide by the Terms.

### Use the EPPICard Your Way



#### Everyday Shopping:

Your EPPICard is welcome everywhere Mastercard is accepted. Select **Credit** or **Debit** at checkout.



#### Gas Stations:

It's easy to buy fuel. Simply pay at the pump by selecting **Credit** or **Debit**, or prepay with your Card inside the store.



#### Online Shopping:

Shop with your favorite online retailer anytime, anywhere.



#### Pay Your Bills:

Visit your biller's website to pay your bill with your Card.



#### Dining:

Use your Card at your favorite restaurants and cafés.



#### Transportation:

Use your EPPICard to purchase transit passes, pay taxi fare or add as a payment method to your preferred Rideshare company.

### Convenient Cash Access



Ask for cash back with your purchase at your favorite merchant location.



You get one (1) in-network ATM cash withdrawals for no fee per month. Each additional ATM withdrawal will be assessed a \$1.10 fee. Look for the logo below to identify in-network ATMs:



[www.EPPICard.com](http://www.EPPICard.com)



Conduent is the payment solutions provider for Pennsylvania EPPICard® Prepaid Mastercard® Card. EPPICard is issued by Comerica Bank, pursuant to a license by Mastercard International Incorporated. Conduent®, Conduent Device®, and EPPICard® are trademarks of Conduent Business Services, LLC in the United States and/or other countries. Comerica is a registered trademark of Comerica Incorporated. Mastercard and the Mastercard Brand Mark are registered trademarks of Mastercard International Incorporated.

+ Funds are FDIC Insured. Mastercard's Zero Liability Protection assures you do not lose any funds if your Card is lost or stolen.

05775PA-CC-008

## Activate Your New Card Immediately



Go to **EPPICard.com**, or call **1-800-304-1669** to activate your Card and create your PIN.



Please refer to the Terms of Use for a complete list of fees associated with the use of this Card. By creating your PIN and activating the Card, you are agreeing to abide by the Terms.

## Use the Card Your Way



### Everyday Shopping:

Your Card is welcome everywhere Mastercard is accepted. Select Credit or Debit at checkout. Check under the "Convenient Cash Access" section of this document for additional networks that honor your Card.



### Gas Stations:

It's easy to buy fuel. Simply pay at the pump by selecting Credit or Debit, or prepay with your Card inside the store.



### Online Shopping:

Shop with your favorite online retailer anytime, anywhere.



### Pay Your Bills:

Visit your biller's website to pay your bill with your Card.



### Dining:

Use your Card at your favorite restaurants and cafés.



### Transportation:

Use your Card to purchase transit passes, pay taxi fares or add as a payment method to your preferred rideshare company.

## Convenient Cash Access



Ask for cash back with your purchase at your favorite merchant location.



You get one (1) in-network ATM cash withdrawal for no fee per month. Each additional ATM withdrawal will be assessed a \$10 fee. Look for the logos below to identify in-network ATMs:



## Important Card Safety Tips

- Keep your Personal Identification Number (PIN) a secret. Choose a number that is not easily guessed. Never write it down anywhere, or give it to anyone. We will never call or text you asking for the PIN.
- Have your Card out and ready to use as you approach the ATM. If you observe suspicious persons or circumstances, it may be safer to go to an alternate ATM location.
- If the ATM ever appears to have been damaged or tampered with, do not insert your Card.

## Manage On The Go

### For Card Balance, Transaction History, Alerts\* and more:



Visit **EPPICard.com**. If you still have questions call the number on the back of your Card.

\*data rates may apply.

Go to **EPPICard.com** to view all documents included in this Card package. Select "PA - Child Support" from the dropdown menu, then select "Program Materials."



# Pennsylvania

## EPPICard® Mastercard® Prepaid Card



## Customer Service

Activate your Card, check Card account balance and transaction history. You may sign up on EPPICard.com to receive email, phone or text notifications for no fee.



**EPPICard.com**



**1-800-304-1669**

International Calls: 1-801-567-5342 (Collect)

Access to website and Customer Service telephone number is available 24 hours a day, 7 days a week. You are allowed six (6) calls for no fee per month. Each additional call will be assessed a \$0.25 fee per call. Access to EPPICard.com is always free.



**mastercard**

**EPPICard.com**

Comerica is the payment solutions provider for Pennsylvania EPPICard® Prepaid Mastercard® Card. EPPICard is issued by Comerica Bank, pursuant to a license by Mastercard International Incorporated. Cardholder's Cardholder Debit® and EPPICard® are trademarks of Comerica Bank Services, LLC in the United States and/or other countries. Comerica is a registered trademark of Comerica Incorporated. Mastercard and the Mastercard Brand Mark are registered trademarks of Mastercard International Incorporated.

\* Funds are FDIC insured. Mastercard's Zero Liability Policy assumes you do not lose any funds if your Card is lost or stolen.

05775PA-BR-008



# Comerica Bank Prepaid Mastercard® Card Terms of Use

Comerica Bank ("we", "us" and "Bank") is providing you with these terms ("Terms") and the enclosed Pennsylvania EPPICard® Prepaid Mastercard® Card ("Card") because you have agreed with the State to accept payments you are eligible to receive by means of the Card. The Card is issued by us pursuant to a license by Mastercard International Incorporated. These Terms describe your rights and obligations with respect to the Card. If you have questions, wish to discuss your options, or do not agree with these Terms, you must contact your Agency or local office processing your payments and do not activate the Card. You can destroy it by cutting it in half.

YOU CANNOT USE THE ENCLOSED CARD UNTIL YOU HAVE SELECTED YOUR PERSONAL IDENTIFICATION NUMBER (PIN), WHICH WILL ALSO ACTIVATE THE CARD.

By selecting your PIN and activating the Card in accordance with the instructions accompanying these Terms, you will be agreeing to abide by these Terms. Your use of the Card account will be further evidence of your agreement to these Terms.

**To ensure you receive a replacement Card before expiration, you must call the number on the back of your card or find the number by visiting [www.EPPICard.com](http://www.EPPICard.com) and selecting the "Contact Us" link at the bottom of the page to receive instructions on how to update your mailing address. Card expiration date can be found on the front of your card.**

1. **Payments to You.** A Card account has been established with us to fund payments to you. We will make funds available to you only in the amounts designated by the State, and you will be able to access those funds with your Card when funds have been authorized by the State and posted to your Card account. You are not allowed to spend or withdraw more than the amount of funds posted to your Card account. You may use your Card at merchant and bank locations worldwide wherever Mastercard® cards are accepted. You may receive automated notification via phone or email, when a deposit is posted to your Card account.

Funds that the State has provided to us to be applied to your Card may be returned to the State if: (a) you fail to activate your Card by selecting your PIN within 90 days from the date the Card was issued; (b) we do not have your correct address and are unable to deliver your Card by regular mail; or (c) funds are deposited to your Card in error.

2. **Personal Identification Number (PIN).** To use your Card at automated teller machines ("ATMs") and at some point-of-sale ("POS") terminals you must use your PIN. At some merchants you may be asked to sign a sales slip and provide identification. At some merchants you may not be required to sign your name or enter your PIN.

3. **Card Transactions.** You can use the Card to obtain cash at ATMs and financial institutions, and to make purchases at POS terminals and merchants, that participate in the Mastercard® network. When you use the Card to initiate a transaction at certain merchants, such as hotels, a hold may be placed on your available Card funds for an amount equal to or in excess of your ultimate transaction. The held funds will not be available to you for any other purpose. Any excess will be released for your use when the transaction is finally settled.

Cash refunds will not be made to you for POS purchases. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your Card.

We may refuse to authorize a Card transaction if: (a) it would exceed the amount that the State has advised us to make available for your use; (b) the Card is reported lost or stolen; (c) we believe the Card is counterfeit; or (d) we are uncertain whether the transaction is authorized by you or permitted by law. We may temporarily "freeze" the Card and attempt to contact you if we note transactions that are unusual or appear suspicious.

In order to protect your Card account from suspected fraudulent activity or unauthorized use, we may temporarily impose limits on the dollar amount, number, and types of transactions performed using your Card. These Card limits could include limits on the number and dollar amount of ATM cash withdrawals and POS transactions. An ATM operator may impose additional ATM withdrawal limits and/or surcharges.

You may not use the Card to perform transactions that exceed the amount of funds made available to you through this program by the State. There may be occasions when deposits are posted to your Card account in error, or funds added that do not belong to you. You are not authorized to spend these funds because the State has not authorized us to make these funds available through the Card. In such events, this error will be corrected once discovered and funds will be adjusted in your Card account. Should the adjustment result in your Card account balance becoming negative, a notice will be sent to you explaining the error and the reason for the adjustment. If you have spent the funds before the error is identified, the amount to be repaid may be automatically deducted from future payments to your Card account as described in Section 8 of this document.

Your Card must not be used for any unlawful purpose (for example, to facilitate Internet gambling). You agree not to use your Card or funds for any transaction that is illegal. We reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through transaction records or otherwise as engaged in such business. You also may experience difficulties using the Card at: unattended vending machines and kiosks.

## **APPLICABLE FOR CARDHOLDERS receiving Temporary Assistance for Needy Families (TANF) benefits only:**

Federal Law prohibits the use of Temporary Assistance for Needy Families (TANF) benefits at the following locations:

- any liquor store or retail establishment that mainly sells liquor;
- any casino, gambling casino or gaming establishment; or
- any retail establishment which provides adult-oriented entertainment in which performers disrobe or perform in an unclothed state.

Using your Card at these locations are subject to Pennsylvania penalties. This includes Automated Teller Machine (ATM) withdrawals and Point of Sale (POS) purchase transactions.

**Pre-authorized Payments.** You may use your Card to make regular, pre-authorized payments to merchants by giving your Card information to a merchant. If these payments may vary in amount, the merchant you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

You have the right to cancel a pre-authorized payment from your Card if you call us at the number on the back of your card or find the number by visiting [www.EPPICard.com](http://www.EPPICard.com) and selecting the "Contact Us" link at the bottom of the page or write to us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. We must receive your request at least three (3) business days before the payment is scheduled to be made. You also must notify the payee. (Note: If we do not receive your request at least three (3) business days before the scheduled payment, we may attempt, at our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop payment request). If you call, we may require you to put your request in writing to us and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your Card, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your Card. For individual payments, please specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one (1) transfer only. If you order us to stop one of these payments at least three (3) business days before the funds transfer is scheduled and we do not do so, we will be liable for your losses or damages.

4. **Card and PIN Security.** You agree not to give or otherwise make your Card or PIN available to others. For security reasons, you agree not to write your PIN on your Card or keep it in the same location as your Card.

Remember, we will never ask you to provide or confirm your PIN over the telephone or our website. If you receive an email that appears to come from us or see a website that contains our name, do not respond to any request for your PIN. If you suspect fraud, please contact us as soon as possible at the number on the back of your card or find the number by visiting [www.EPPICard.com](http://www.EPPICard.com) and selecting the "Contact Us" link located at the bottom of the page. Your Card is our property and must be returned to us upon request.

5. **Foreign Currency Transactions.** Please notify us in advance of your intent to use your Card outside of the United States to avoid any disruption to your services. Simply call the number on the back of your card or find it by visiting [www.EPPICard.com](http://www.EPPICard.com) and selecting the "Contact Us" link located at the bottom of the page, so that we can activate the feature which will allow international purchases to successfully complete. If you obtain cash or make a purchase in a currency other than U.S. dollars, Mastercard® International will convert the amount deducted from your available funds into U.S. dollars. Under the currency conversion procedure that Mastercard® International uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate that Mastercard® International typically uses is either a government-mandated rate, or a wholesale rate provided to Mastercard® International. This rate may differ from the rate in effect when the transaction occurred or when we post it against the funds that are available to you.

6. **Record of Your Available Funds and Transactions.** You can get a receipt at the time you perform a transaction at an ATM or POS terminal. You may obtain information about your available funds and your last 10 transactions by calling the Customer Service Center toll free at the number listed on the back of your card or by visiting [www.EPPICard.com](http://www.EPPICard.com). From the website, you can select and print transaction history for up to 12 months for tracking the transactions posted to your Card account. The amount of your available funds is also available on the receipt you get when you make a withdrawal or balance inquiry at certain ATMs.

You also have the right to obtain at least 24 months of written history of Card Account transactions by calling us at the number on the back of your card or writing us at Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. You will not be charged a fee for this information, unless you request it more than once a month.

- 7. Lost or Stolen Card/PIN.** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your available funds without your permission, call us at the number listed on the back of your card or find the number by visiting [www.EPPICard.com](http://www.EPPICard.com) and selecting the "Contact Us" link located at the bottom of the page, or write to us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 with details.
- 8. Adjustments to Your Card Account Balance.** There are occasions when adjustments will be made to your Card account to reflect a merchant adjustment, resolve a Cardholder dispute regarding a transaction posted to your Card account, or to adjust entries or deposits posted in error. These processing entries could cause your Card account to have a negative balance. If so, you agree to repay us the amount of any transaction(s) that exceed the authorized amount or cause your Card account to go negative, either from future deposits posted to your Card account or by personal check or money order. The amount to be repaid will be automatically deducted from future payments to your Card account. If no future deposits are made to your Card account, you must satisfy a negative balance by making payment to: Go Program Payment Processing Service, and mail a check or money order to: Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997. Remember, you always have the right to dispute the amount posted.
- 9. In Case of Errors or Questions About Your Transactions.** If you think an error has occurred in connection with your available funds, call us at the number listed on the back of your card, which can also be found by visiting [www.EPPICard.com](http://www.EPPICard.com) and selecting the "Contact Us" link located at the bottom of the page or write us at Customer Account Services, P.O. Box 245997 San Antonio, Texas 78224-5997 as soon as you can. We must hear from you no later than 60 days after you learn of the error. You will need to tell us:
- (1) Your name, address, telephone number and Card number.
  - (2) Why you believe there is an error, and the dollar amount involved.
  - (3) Approximately when the error took place.

If the error cannot be resolved over the phone, we will mail you a Request for Investigation Form to complete and return within 10 business days to Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card within 10 business days (20 business days for new Card accounts opened less than 30 days) for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not give you credit to your Card while we investigate your claim. For errors involving POS or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution process, call us at the toll free Customer Service number, at the number listed on the back of your card.

- 10. Your Liability.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or your PIN has been compromised or you believe a transaction has been made without your permission using information from your Card account. Contacting us by telephone at the number listed on the back of your card, is the best way to minimize your possible losses. Or write us at Customer Account Services, P.O. Box 245997, San Antonio, Texas 78224-5997 as soon as you can. You could lose all the money in your Card account.

If you tell us within two (2) business days, after you learn of the loss or theft of your Card or PIN you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

You are responsible for all authorized uses of your Card except as set forth below; you will not be responsible for an unauthorized use of your Card. An "unauthorized" use is a withdrawal or transaction that you or someone you authorized did not transact. We may refuse to reimburse you for a transaction you assert is unauthorized if: (1) you give your Card, Card number, and/or PIN to another person whom you expressly or implicitly authorize to use your Card, even if that person withdraws or purchases more than you authorized, or (2) we conclude that the facts do not reasonably support a claim of unauthorized use.

Also, if the written transaction history or other Card transaction information that you obtain from us shows fund transfers that you did not make, including those made by Card, PIN or otherwise, tell us at once. If you do not tell us within 60 days after we transmit or otherwise make such information available to you by telephone, electronic transaction history or written transaction history, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

We will cancel your Card if it is reported to us as lost, stolen or destroyed. Once your Card is canceled, you will have no liability for further transactions involving the use of the canceled Card.

**Change of Address:** You are responsible for notifying us promptly upon any change to your mailing address, telephone number or email address.

- 11. Our Liability.** If we do not complete an electronic fund transfer to or from your Card on time or in the correct amount according to these Terms, we may be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:
- Through no fault of ours, you do not have enough available funds on your Card to perform the transaction;
  - We believe the transaction may not be authorized by you;
  - Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevents or delays the fund transfer, despite reasonable precautions taken by us;
  - The system, ATM or POS terminal, was not working properly and you knew about the problem when you started the transaction;
  - The State has not authorized us to make the necessary funds available through your Card;
  - The funds available through your Card are subject to legal process or are otherwise not available for withdrawal; or
  - The transaction cannot be completed because your Card is damaged.
- 12. Unclaimed Property.** Under certain circumstances, we are required by state law to relinquish the balance in accounts in which there has been no activity for a specified amount of time, such as deposits, withdrawals, balance inquiry or any other Customer initiated contact. The time period for relinquishment, also called escheatment, varies by state. You agree that we are not liable for any loss you may incur due to our good faith compliance with these laws.
- 13. Limitation of Time to Sue.** An action or proceeding by you to enforce an obligation, duty or right arising under these Terms or by law with respect to your Card or the Card service must be commenced within 12 months after the cause of action accrues, unless this limitation is not permitted by applicable law.
- 14. Waiver of Right to Jury Trial.** If you have a problem with your Card or the Card service, please bring it to our attention immediately by calling Customer Service at the number listed on the back of your card. In most cases, a telephone call will quickly resolve the problem in a friendly, informal manner. If a dispute cannot be resolved informally, you or we may file an action. You and we each give up the right to a trial by a jury to resolve each dispute, claim, demand, cause of action, and controversy between you and us arising out of, or relating to your Card or this service. This includes, without limitation, claims brought by you as a class representative on behalf of others, and claims by a class representative on your behalf as a class member (so-called "class action" suits).
- 15. Privacy.** We may obtain non-public personal information about you (e.g., your name, address, telephone number, social security number, and date of birth) from the State in order to verify your identity. We do not release personal non-public financial information obtained in connection with this Card program about current or former Cardholders to anyone, except, and as permitted by federal and state law: to process a transaction at your request; to the State or its agent in connection with the account that funds Card payments; where it is necessary or helpful in effecting, administering, or enforcing a transaction; to comply with a law, regulation, legal process or court order; to local, state and federal authorities if we believe a crime may have been committed involving a Card; or as otherwise permitted by law. We restrict access to non-public personal information about you to those employees who need to know that information to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
- 16. Cardholder Identity.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires that identifying information be obtained for each person who obtains a Card.
- 17. Business Days.** Business days are Monday through Friday, excluding U.S. federal holidays.
- 18. Assignment.** You may not assign your rights or obligations in connection with these Terms, the funds available to you through your Card, or the Card itself to others. We may assign our rights and obligations under these Terms to others without prior notice to you or your consent.
- 19. Severability/Waiver.** If any provision of these Terms is deemed unlawful, void, or unenforceable, it will be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining provisions. We may delay enforcing our rights under these Terms without losing them. Any waiver by us will not be deemed a waiver of other rights or of the same right at another time.

- 20. Governing Law.** These Terms will be governed by and construed in accordance with applicable federal law and the laws of the State of Michigan, without reference to its conflict of law principles.
- 21. Legal Process.** We may comply with any subpoena, levy or other legal process as permitted by state and federal law. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your Card account, in addition to our legal process fee of \$50. We may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at a different location.
- 22. Change in Terms.** We may change (add to, delete or amend) these Terms at any time by providing you with prior notice of the change as required by law.
- 23. Termination.** We may suspend or terminate your use of the Card with or without cause at any time by providing you with prior notice. We may terminate your use of our Card and this service immediately if: you breach these Terms or any other agreement with us; we are notified to do so by the State or its agent; we have reason to believe that there has been or may be an unauthorized use of your available Card account funds, Card or PIN; or there are conflicting claims to your available Card account funds. You may terminate your use of the Card and these Terms without cause at any time by contacting Customer Service at the number on the back of your card, which can also be found at [www.EPPICard.com](http://www.EPPICard.com).
- 24. Program Closure.** We will notify you of any steps you must take in the event this Prepaid Card Program ends with the State. Your Card Account may be subject to an account closure fee if funds remain on your Card after the Program ends.
- 25. FDIC Insured.** The funds associated with the Card are insured and guaranteed by the Federal Deposit Insurance Corporation to the extent provided by law.
- 26. Fee Schedule.** The following is a list of fees that are applicable to your card. Fees will be withdrawn from your Card account balance, except where prohibited by law.

## List of all fees for Pennsylvania Prepaid Card

All Fees	Amount	Details
<b>Get Started</b>		
Card purchase	\$0.00	There is no fee to obtain a Card account.
<b>Spend money</b>		
Point-of-sale (POS)	\$0.00	There is no fee for POS purchase transactions conducted in the U.S. using your signature or PIN number.
<b>Get Cash</b>		
ATM withdrawal (in-network)*	\$1.10	This is our fee. You are allowed one (1) ATM withdrawal for no fee per month at in-network ATMs. In-network refers to MoneyPass ATM locations. You will be assessed a fee for each additional ATM withdrawal. Locations can be found at <a href="http://moneypass.com/atm-locator.html">moneypass.com/atm-locator.html</a> . When using your Card at an ATM, the maximum total amount that may be withdrawn from your Card account per calendar day is \$500.00.
ATM withdrawal (out-of-network)	\$1.10	This our fee. "Out-of-network" refers to all ATMs outside of the MoneyPass ATM Network. You will be assessed a fee for each ATM withdrawal conducted at an out-of-network ATM. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. When using your Card at an ATM, the maximum total amount that may be withdrawn from your Card account per calendar day is \$500.00.
Teller-assisted cash withdrawal (OTC)	\$0.00	You are allowed unlimited teller-assisted cash withdrawals for no fee at Mastercard Member Bank or Credit Union teller windows.
<b>Information</b>		
ATM balance inquiry	\$0.50	This is our fee. You will be assessed a fee for each ATM balance inquiry conducted at out-of-network ATMs.
Customer service (automated or live agent)*	\$0.25	This is our fee. You are allowed six (6) calls for no fee each month to the automated customer service number. A fee is charged for each additional call.
<b>Using your card outside the U.S.</b>		
International transaction fee	3%	Conversion rate is a Mastercard fee for each transaction amount conducted outside of the U.S.
<b>Other</b>		
Card replacement	\$5.00	This is our fee. After receipt of your initial Card, you may receive one (1) Card replacement for no fee each 12-month period. A fee will be assessed for each additional Card replacement request. Standard delivery (7 to 10 calendar days).
Expedited card delivery	\$15.00	This is our fee. If you request your card to be expedited rather than by receiving it by regular mail you will be assessed the expedited card delivery fee. Expedited card delivery (3 to 5 calendar days).

\* "No Fee" transactions expire at the end of each calendar month if not used.

Your funds are eligible for FDIC insurance and will be held at or transferred to Comerica Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Comerica Bank fails, if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact EPPICard Customer Service by calling 1-800-304-1669, by mail at P.O. Box 245997, San Antonio, TX 78224-5997 or visit [www.EPPICard.com](http://www.EPPICard.com).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

## List of all fees for Pennsylvania Prepaid Card

All Fees	Amount	Details
<b>Get Started</b>		
Card purchase	\$0.00	There is no fee to obtain a Card account.
<b>Spend money</b>		
Point-of-sale (POS)	\$0.00	There is no fee for POS purchase transactions conducted in the U.S. using your signature or PIN number.
<b>Get Cash</b>		
ATM withdrawal (in-network)*	\$1.10	This is our fee. You are allowed one (1) ATM withdrawal for no fee per month at in-network ATMs. In-network refers to MoneyPass ATM locations. You will be assessed a fee for each additional ATM withdrawal. Locations can be found at <a href="http://moneypass.com/atm-locator.html">moneypass.com/atm-locator.html</a> . When using your Card at an ATM, the maximum total amount that may be withdrawn from your Card account per calendar day is \$500.00.
ATM withdrawal (out-of-network)	\$1.10	This our fee. "Out-of-network" refers to all ATMs outside of the MoneyPass ATM Network. You will be assessed a fee for each ATM withdrawal conducted at an out-of-network ATM. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. When using your Card at an ATM, the maximum total amount that may be withdrawn from your Card account per calendar day is \$500.00.
Teller-assisted cash withdrawal (OTC)	\$0.00	You are allowed unlimited teller-assisted cash withdrawals for no fee at Mastercard Member Bank or Credit Union teller windows.
<b>Information</b>		
ATM balance inquiry	\$0.50	This is our fee. You will be assessed a fee for each ATM balance inquiry conducted at out-of-network ATMs.
Customer service (automated or live agent)*	\$0.25	This is our fee. You are allowed six (6) calls for no fee each month to the automated customer service number. A fee is charged for each additional call.
<b>Using your card outside the U.S.</b>		
International transaction fee	3%	Conversion rate is a Mastercard fee for each transaction amount conducted outside of the U.S.
<b>Other</b>		
Card replacement	\$5.00	This is our fee. After receipt of your initial Card, you may receive one (1) Card replacement for no fee each 12-month period. A fee will be assessed for each additional Card replacement request. Standard delivery (7 to 10 calendar days).
Expedited card delivery	\$15.00	This is our fee. If you request your card to be expedited rather than by receiving it by regular mail you will be assessed the expedited card delivery fee. Expedited card delivery (3 to 5 calendar days).

\* "No Fee" transactions expire at the end of each calendar month if not used.

Your funds are eligible for FDIC insurance and will be held at or transferred to Comerica Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Comerica Bank fails, if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact EPPICard Customer Service by calling 1-800-304-1669, by mail at P.O. Box 245997, San Antonio, TX 78224-5997 or visit [www.EPPICard.com](http://www.EPPICard.com).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

## **Exhibit B**

**CONTRACT**

This Contract is made between the Commonwealth of Pennsylvania, Department of Human Services, ("Department" or "DHS") and Conduent State & Local Solutions, Inc. ("Contractor" or "Conduent"), operating at 12410 Milestone Center Drive, Suite 500, Germantown, MD 20876.

**WITNESSETH:**

WHEREAS, the Commonwealth is under Federal mandate, pursuant to 42 U.S.C. § 654b, to operate a statewide program for the collection and disbursement of child support payments;

WHEREAS, Act 58 of 1997 provides that DHS is the Commonwealth agency responsible for administering the child support collection and disbursement unit in Pennsylvania;

WHEREAS, Act 109 of 2006 requires the statewide collection and disbursement unit ("SCDU") use automated procedures, electronic processes and computer technology to the maximum extent feasible for the efficient and economical collection and disbursement of support payments;

WHEREAS, DHS issued Request for Proposals ("RFP") No. 01-16, Pennsylvania State Collection & Disbursement Unit, for the purpose of soliciting proposals from qualified entities to maintain and operate SCDU;

WHEREAS, Contractor submitted a proposal in response to RFP No. 01-16 and a Best and Final Offer ("BAFO");

WHEREAS, the Department determined that the Contractor's Proposal, as revised by its BAFO, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and,

WHEREAS, DHS and Contractor reached agreement concerning the terms and conditions of this Contract.

NOW, THEREFORE, the parties intending to be legally bound agree as follows:

1. Term of Contract. The term of this Contract will commence on the Effective Date and will end six (6) years after the Effective Date. The Department will have the option to extend the contract for two (2) additional one (1) year periods. DHS will fix the Effective Date after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by the Commonwealth and federal contracting procedures have been obtained. The Contractor shall not start the performance of any work prior to the Effective Date of the contract and the

Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the Effective Date of the contract.

2. Services. Contractor shall perform the services in conformity with this Contract, including its Rider and Attachments. The Rider and Attachments listed below are incorporated and made part of this Contract:

Rider 1	Payment Provisions
Rider 2	Work Statement
Attachment 1	RFP No. 01-16, including all Addenda and Appendices, excluding RFP Appendices C-I, K, L, BB and CC.
Attachment 2	Contractor's Technical Submittal, dated December 12, 2017, and Contractor's Technical Proposal for Potential Future Enhancements dated December 12, 2017, as supplemented by Contractor's technical addenda, dated June 20, 2018, August 15, 2018, and October 11, 2018, with revisions agreed to on October 24, 2018.
Attachment 3	Contractor's Final Cost Submittal, dated October 2, 2018.
Attachment 4	Contractor's Small Diverse Business/Small Business Proposal, dated December 12, 2017.
Attachment 5	Lobbying Certification and Disclosure of Lobbying Activities.
Attachment 6	Iran Free Procurement Certification.

3. Order of Precedence. To the extent that a conflict between the term of the Contract exists, the following order of precedence shall apply:
  - a. In the event that a term in Rider 1 or Sections 1-10 of this Contract document conflicts with, or is inconsistent with the terms of Attachment 1, RFP No. 01-16, the terms of Rider 1 and Sections 1-10 of this Contract document govern.
  - b. In the event that a term of Rider 1 or Sections 1-10 of this Contract document conflicts with, or is inconsistent with a term of Attachments 2, 3, or 4, the terms of Rider 1 and Sections 1-10 of this Contract document govern.
  - c. In the event that a term of Attachment 1 conflicts with, or is inconsistent with a term of Attachments 2, 3, or 4, the terms of Attachment 1 govern.
4. Compensation. Subject to the availability of state and federal funds and the terms and conditions of this Contract, the Department will make payment to the Contractor in accordance with Rider 1.
5. Consultation. Contractor shall consult with and keep DHS fully informed as to the progress of all matters covered by this Contract.
6. Small Diverse Business and Small Business Commitment. Contractor will meet and maintain the commitments made to Small Diverse Businesses and Small Businesses in

its Small Diverse Business and Small Business Proposal (Attachment 4) throughout the initial contract term and any subsequent renewals. If Contractor wishes to change this commitment in any matter, it must request prior approval from DHS, who will coordinate this request with the Department of General Services, Bureau of Diversity, Inclusion and Small Business Opportunities.

7. Contract Administrator and Manager.

The DHS Contract Administrator for this Contract is:

Robert Patrick  
Department of Human Services  
Office of Income Maintenance, Bureau of Child Support Enforcement  
555 Walnut Street, 8<sup>th</sup> Floor  
Harrisburg, PA 17101

The Contractor's Contract Manager for this Contract is:

Scott Cade  
Conduent State & Local Solutions, Inc.  
12410 Milestone Center Drive  
Suite 500  
Germantown, MD 20876

DHS and the Contractor may change its designated Contract Administrator designated or Contract Manager by providing written notice to the other party in the manner specified in Section 8 below.

8. Notice. Any written notice to any party under the Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

For DHS: To the DHS Contract Administrator identified in Section 7.

For Contractor: To the Contract Manager identified in Section 7.

9. Accuracy of Proposal. Contractor covenants that the representations made to DHS in its Proposal are true and correct. Contractor further covenants that to the best of its knowledge and belief all of the information submitted to DHS in or with its Proposal is accurate and complete in all material respects. Such representations are continuing ones and Contractor will notify the DHS within ten (10) business days of any material



fact, event or condition, which arises or is discovered and that affects the representations made in or in relation to its Proposal.

10. Standard Contract Terms and Conditions – Modifications. Attachment 1, RFP No. 01-16, Part VI Standard Contract Terms and Conditions are modified as follows:

a. Section 11. Subcontracts is deleted and replaced with the following:

11. Subcontracts. The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identify of Subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with a copy of the subcontract agreement between the Contractor and the subcontractor, provided that (i) Contractor may redact any pricing information, and (ii) may identify any other confidential or proprietary provisions contained in such agreement for purposes of requests under the Right to Know Law. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

b. Section 36(k). Ownership Rights, specific to Expiration or Termination NonExclusive License Grant – Non-Commercial Contractor Tools and Software, is deleted and replaced with the following:

36(k). Ownership Rights – Expiration or Termination Non-Exclusive License Grant – Non-Commercial Contractor Tools and Software. Upon the expiration or termination for any reason of Contractor's obligation to provide the services under this Contract, and at the request of the Commonwealth, Contractor shall (i) grant to Commonwealth a paid-up, temporary, nonexclusive, nontransferable license to use, for the Commonwealth's internal operations only, all or any portion of the non-commercially available Contractor Software and the non-commercially available Contractor Tools owned by the Contractor and used by Contractor in connection with the Services, the foregoing rights being granted only to the extent reasonably necessary to wind down the services and facilitate the transition of the work to the Commonwealth or a third party vendor; and (ii) deliver to Commonwealth the object code version of such non-commercially available Contractor Software and such non-commercially available Contractor Tools in the form used by Contractor in connection with the Services immediately prior to such expiration or termination to allow the Commonwealth to accomplish the wind down and transition objectives set forth in this paragraph. If Commonwealth enters into a contract that allows for

the use of the Contractor Software or Contractor Tools for which a license is granted under this Section 36 (OWNERSHIP RIGHTS), the Commonwealth will include a provision in that contract that limits the use of the Contractor Software or Contractor Tools as delineated in this Section.

- c. Section 36(u). Ownership Rights, specific to Commercial Software, is deleted and replaced with the following:

36(u). Ownership Rights – Commercial Software. If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is the licensor of the software, Contractor shall enter into a license agreement with the Commonwealth that incorporates Exhibit B Software License Requirements to Part VI of Attachment 1 RFP No. 01-16 as a material part of the software license agreement, provided that such Software License Requirements are consistent with the manufacturer's standard licensing terms. If the Software Licensing Requirements are not consistent with the manufacturer's standard licensing terms, Contractor will work with the Commonwealth to define alternative licensing terms, or a different software product may be selected by the parties. If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is not the licensor of the software, the Contractor hereby agrees that, before it incorporates such software into a deliverable, Contractor will inform the licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that incorporates Exhibit B (Software License Requirements) as a material part of the licensor's software license agreement.

- d. Section 46. Nondiscrimination Clause/Sexual Harassment Clause, is deleted and replaced with the following:

46. Nondiscrimination Clause/Sexual Harassment Clause. The Contractor agrees:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the

manufacture of supplies, the performance of work, or any other activity required under the contract.

c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of

ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

h. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

i. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Except as specifically provided in this Section 10, all other terms of Attachment 1 RFP No. 01-16 shall remain in full force and effect.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

## RIDER 1

### PAYMENT PROVISIONS

1. **Compensation.** Subject to the availability of state and federal funds and the terms and conditions of this Contract, the Department will pay the Contractor for the services satisfactorily rendered pursuant to this Contract, in the manner and amounts as described in Attachment 3 and this Rider.

Contractor shall perform all services at the prices quoted in the Contract. The Contractor will only be paid for services in the manner provided below.

- a. **Payment.** The Department will pay the Contractor in accordance with Attachment 3, Cost Proposal dated October 2, 2018. The Department will compensate the Contractor, as follows:
- (1) **Transaction Fees.** The Department will pay an all-inclusive transaction fee for completion of Attachment 1, Part III, Tasks III-8(B-F). The Department has estimated the number of each transaction type for this Contract and will pay Contractor for transactions actually performed. The Department may increase and decrease the listed quantities based on actual need. For each transaction type listed below, and further described in Attachment 1, DHS will pay Contractor the following per transaction fees:

#### Task III-8.B. Collection Processing

Per Transaction Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Paper	\$0.55	\$0.55	\$0.55	\$0.55	\$0.54	\$0.54	\$0.54	\$0.54
Credit Card/EFT	\$0.34	\$0.34	\$0.34	\$0.34	\$0.33	\$0.33	\$0.33	\$0.33

#### Task III-8.C. Disbursement Processing

Per Transaction Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Checks	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
Direct Deposit	\$0.04	\$0.04	\$0.04	\$0.04	\$0.03	\$0.03	\$0.03	\$0.03
Stored Value	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01

#### Task III-8.D. Employer/Non-Wage Withholding Billing Statement Processing

Per Transaction Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
	\$0.152	\$0.152	\$0.152	\$0.152	\$0.100	\$0.100	\$0.100	\$0.100

**Task III-8.E. National Medical Support Notice Processing**

**Task III-8.F. Defendant Billing Statement/Payment Coupon, Reprints, State Tax Refund Offset Notice Processing, Special Notice Processing**

Per Transaction Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Defendant Billing	\$0.209	\$0.209	\$0.209	\$0.209	\$0.150	\$0.150	\$0.150	\$0.150
Special Notice	\$0.152	\$0.152	\$0.152	\$0.152	\$0.100	\$0.100	\$0.100	\$0.100

- (2) Customer Service. Contractor shall provide the Customer Service as described in Attachment 1, Part III-8.H.Customer Service, in exchange for an annual all-inclusive payment in the amounts listed below. Throughout the term of the contract, Contractor shall invoice DHS the monthly amounts, listed below, for the provision of these services.

Rate	Year 1	Years 2 - 8
Yearly Rate	\$1,918,208.00	\$1,918,309.00
Monthly Amount	\$159,850.63 (month 1) \$159,850.67 (months 2-12)	\$159,859.12 (month 1) \$159,859.08 (months 2-12)

- (3) Postage. Contractor will separately bill DHS and DHS will compensate Contractor for postage costs as a pass – through cost for all mailings required under this Contract as described in Attachment 1.

- b. The Department will disapprove any payment for services that were not provided in accordance with the terms of this Contract and may adjust payment to Contractor accordingly.

2. Invoicing. Contractor shall submit a single invoice (hard copy and electronic formats) for services provided during the preceding month. Contractor shall submit invoices within twenty (20) days following the end of the month in which services were provided. The invoice will include the Contractor's certification that the services supplied have met all of the required standards set forth in this Contract. The certification will be documented by the signature of the person who is authorized to represent the Contractor. Contractor must include the following information on its invoices:

- a. The Contract number;
- b. The Contractor's SAP vendor number;
- c. The period covered by the invoice;
- d. The date submitted;
- e. A cover letter to the DHS Contract Administrator summarizing the services provided for the month, including the total payment requested;
- f. A list of the services for which Contractor is requesting payment, including the rate to be charged for each;
- g. A breakdown and total of all postage charges that Contractor is claiming for the preceding month; and
- h. Any additional documentation requested by DHS.

Contractor will mail invoices to:

Department of Human Services  
Commonwealth of PA – PO invoice  
P.O. Box 69180  
Harrisburg, PA 17106

3. Electronic Payment. The Commonwealth will make payments to the Contractor through the Automated Clearing House Network (ACH). Within 10 days of award of the contract, the Contractor must submit or must have already submitted its ACH and electronic addenda information (obtained at <http://www.budget.pa.gov/Services/ForVendors/Pages/Vendor-Registration.aspx> or by contacting the Vendor Management Unit at 1-877-435-7363 to discuss questions related to the application or payment.

The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable to Contractor to properly apply the state agency's payment to the invoice submitted.

It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

4. Change Orders. If DHS identifies a need to make changes to the services within the scope of this Contract, including additional services, for which payment is required, identified after the Contract Effective Date, DHS may issue Change Orders in accordance with the Standard IT Contract Terms and Conditions, Section 21 Changes.
5. Audit. This Contract is subject to audit requirements in accordance with Audit Clause D attached as part of Attachment 1.

[Remainder of page intentionally left blank.]

Document No. 4400021219

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officials.



SIGNATURE

CONTRACTOR

Scott Cade, Vice President

PRINT OR TYPE NAME AND TITLE

SIGNATURE

PRINT OR TYPE NAME AND TITLE

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HUMAN SERVICES**

**SECRETARY OR DESIGNEE**

To be affixed electronically

SIGNATURE

**COMPTROLLER OPERATIONS**

I hereby certify that funds in the amount shown are available under the Appropriation Symbols shown

AMOUNT	SOURCE	APPROPRIATION SYMBOL	PROGRAM

To be affixed electronically

SIGNATURE COMPTROLLER OPERATIONS

**Approved as to Legality and Form:**

To be affixed electronically

OFFICE OF LEGAL COUNSEL  
DEPARTMENT OF HUMAN  
SERVICES

To be affixed electronically

DEPUTY ATTORNEY GENERAL  
OFFICE OF ATTORNEY  
GENERAL

To be affixed electronically

DEPUTY GENERAL COUNSEL  
OFFICE OF GENERAL  
COUNSEL



## **Exhibit C**



Mastercard for you —

Mastercard for business ▾

Vision ▾



# Zero Liability Protection

When you use your Mastercard,  
you're protected against fraud.

Have peace of mind knowing that the financial institution that issued your Mastercard won't hold you responsible for "unauthorized transactions." As a Mastercard cardholder, Zero Liability applies to your purchases made in the store, over the telephone, online, or via a mobile device and ATM transactions. As a cardholder, you will not be held responsible for unauthorized transactions if:

1. You have used reasonable care in protecting your card from

- loss or theft; and
2. You promptly reported loss or theft to your financial institution.

If you believe there has been unauthorized use of your account and you meet the conditions above, rest easy knowing you have the protection of Mastercard's Zero Liability promise. For additional protections with respect to unauthorized transactions, please contact your bank or credit union. Note: Zero Liability does not apply to the following Mastercard payment cards: commercial cards, or unregistered prepaid cards, such as gift cards.

## What to do

If you have questions regarding Zero Liability coverage or you suspect unauthorized use of your card, contact your financial institution IMMEDIATELY.

Effective October 17, 2014

If applicable law imposes a greater liability or a conflicting obligation, such applicable law shall govern.

Zero liability



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Pennsylvania Class Action Claims EPPICard Child Support Debit Cards Vulnerable to Fraud](#)

---