MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222
5100 Bullion Street
http://www.mariposacounty.org/

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

July 19, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Kari Kisela/Mariposa Chamber of Commerce introduced Tara Galvin who is one of the new owners of Subway.

D. Approval of Consent Agenda (Items designated by "CA")

No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

CA1. **Health and Human Services** **RES-2022-422**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration/Human Resources** **RES-2022-423**

Approve Amendments to the Sheriff's Lieutenant - Patrol Job Description; Set the Monthly Salary Range at $7,574.78 - $9,207.19; Assign to the Sheriff's Management Association (SMA); Approve a Side Letter of Agreement with the

SMA to Recognize This Unit as the Recognized Employee Organization for the Sheriff's Lieutenant - Patrol Classification, and Designate Overtime Exempt Status and Legal Holidays to the Classification; and Authorize the Board of Supervisors Chair to Sign the Side Letter of Agreement

CA3. **Agricultural Commissioner RES-2022-424**

Authorize the Department Head to Approve an Alternate 9/80 Work Schedule for the Account Clerk I/II and Agricultural & Standards Inspector Positions Within the Department of Agriculture & Weights and Measures, the Agricultural Commissioners/Sealer's Office

CA4. **Board of Supervisors RES-2022-425**

Ratify a Letter Opposing Senate Bill 443, Which Would Lead to a Lack of Unity of Effort and Decreased Coordination Amongst EMS Providers

CA5. **Clerk of the Board of Supervisors 2022-77**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in June of 2022

CA6. **Clerk of the Board of Supervisors 2022-78**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in June of 2022

CA7. **Clerk of the Board of Supervisors RES-2022-426**

Cancel the August 9Th, 2022, Board of Supervisors Meeting

CA8. **Health and Human Services RES-2022-427**

Approve the Allocation of One Additional Full Time Social Worker Supervisor I Position in the Health and Human Services Agency (HHSA) Behavioral Health Budgets, Effective Immediately

CA9. **HHS/Behavioral Health & Recovery Services RES-2022-428**

Approve the Second Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $28,000 to a New Amount Not to Exceed $268,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **HHS/Behavioral Health & Recovery Services RES-2022-429**

Approve Agreement and Addendum with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) to Provide Psychiatric Services for Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed $120,000; and Authorize the Board of Supervisors Chair to Sign the Agreement and Addendum

CA11. **Probation RES-2022-430**

Approve an Agreement with Alliance for Community Transformations to Provide Rehabilitative and Support Services to Probationers at the Mariposa Heritage

House in an Amount Not to Exceed $$167,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Probation RES-2022-431**

Approve the Second Amendment to Memorandum of Understanding with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Departmental Presentation

Jeremy Briese/Sheriff gave a brief update on the Aqua Fire. He highlighted the different agencies that came together and the Sheriff's Department staff that stepped up and worked seamlessly with Cal Fire, County Fire, Fish and Game, Probation, and California Highway Patrol.

Steve Ward/Mariposa County Fire and Cal Fire Division Chief noted evacuations could continue and the fire was about 343 acres with 23% contained and highlighted the coordination that was done behind the scene. Chief Ward asked the public to bare with them, although it may seem safe to go home, they will allow the evacuated individuals back to their homes when it is confirmed safe.

Joe Lynch/Health and Human Services Agency Director noted humorously that he is jealous he does not have a uniform. Mr. Lynch noted the Red Cross Shelter is set up at the New Life Christian Church on Cole Road where 14 individuals were at the shelter the previous day and two still remain. Mr. Lynch also noted the collaboration, noting in the worst times, we seem to be the calmest.

Kari Kisela announced a ribbon-cutting ceremony scheduled for August 5th, 2022 at 3:30 PM to celebrate the new owners of Subway.

1. **Clerk of the Board of Supervisors (ID # 13322)**

Handouts from Departmental Presentation Portion of the July 19Th, 2022, Meeting
RESULT: INFORMATION RECEIVED

F. Public Comment on Non-Agenda Items

Public Comment received by Donna Brownell a resident of Indian Peak Road who came with frustration regarding PG&E tree crews. She noted that she has done and spoken to everyone she could at PG&E and this morning, another crew came back and took down a tree she had asked not to be taken down as it is 15 feet away from the pole. She pleaded with the Board to help as she is at her level of tolerance and now feels unsafe and violated on her own property. Supervisor Menetrey noted he would speak with her and help her with her situation.

Recess Board of Supervisors

9:27 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the Government Code Announcement.

G. MARIPOSA PUBLIC FINANCE CORPORATION

1. **Administration (ID # 13094)**

Mariposa County Public Finance Corporation Annual Meeting

Minutes of the Public Finance Corporation are separate. Please contact the Clerk of the Board's Office for a copy.

RESULT: MEETING HELD

Reconvene as Board of Supervisors

9:41 AM Chair Smallcombe reconvened the Board of Supervisors Meeting.

H. Regular Agenda Items

1. **Treasurer-Tax Collector-County ClerkRES-2022-448**

Adopt a Resolution Authorizing the Board of Supervisors Chair to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax; Approve Preparatory Agreement and Administration Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreements

Keith Williams/Treasure/Tax Collector/County Clerk announced he was withdrawing this item and the next item (H.2) and asked that they be rescheduled to July 26th, 2022.

RESULT: WITHDRAWN AND RESCHEDULED Next: 7/26/2022 9:00 AM

2. **Treasurer-Tax Collector-County ClerkRES-2022-449**

Adopt a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records by the County Administrative Officer, Auditor, or Designee

RESULT: WITHDRAWN AND RESCHEDULED Next: 7/26/2022 9:00 AM

3. **Administration RES-2022-432**

Grant Permission to Habitat for Humanity of Mariposa County to Conduct a Residential Development Feasibility Study on County Owned Land

Dallin Kimble/County Administrative Officer gave the staff report noting Habitat for Humanity would like to look at County Surplus properties as possible locations to build homes. This item is to allow them to look at the properties and have them evaluated and appraised. Mr. Kimble noted this item is for the property on Old Toll Road, however, it is written so broadly if another county property was located, they could look at those as well. Public comment received by Roger with Habitat for Humanity who expressed his appreciation for the support the Board has given to their organization which has helped them continue to build homes for low-income families. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

4. **Administration RES-2022-433**

Approve an Agreement with Citibank, N.A. for Participation in the California Department of General Services Statewide Travel Program; Authorize the Board of Supervisors Chair to Sign the Agreement; and Authorize the Auditor and CAO to Complete Any Other Paperwork Necessary to Implement the Statewide Travel Program (Subject to Approval as to Legal Form by County Counsel)

Dallin Kimble gave a presentation noting it is still being discussed with bargaining units. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

I. Items removed from Consent Agenda

None.

J. Board Information

Information received.

K. Adjournment

10:09 AM Chair Smallcombe adjourned the meeting in memory of Francis William McNally, Lois A. Brown, Michael Jordan Olson, and Donna King.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-422

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. A shelter crisis declaration relaxes standards for building occupancy, limits liability and provides a legal basis for the use of certain facilities designated by the County as a shelter for the duration of the crisis.

In order to declare the shelter crisis, the County made findings at a public meeting and adopted Resolution 18-518 that (1) a significant number of persons within the county's jurisdiction are without the ability to obtain shelter; and (2) the situation has resulted in a threat to the health and safety of those persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On November 5, 2018, the Board of Supervisors adopted Resolution 18-518 declaring the existence of a Shelter Crisis Local Emergency in Mariposa County to allow Mariposa County to proceed with temporary homeless shelter solutions to meet the needs of our homeless community members.

Recognizing the prevalence of homelessness in California and the health and safety risks facing homeless persons, California law authorizes counties to declare a "shelter crisis" and avail themselves to attendant protections and powers. Specifically, upon declaring a "shelter crisis":

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-423

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Amendments to Sheriff's Lieutenant-Patrol Class and Approve Side Letter of Agreement with the SMA

RECOMMENDATION AND JUSTIFICATION:
Approve amendments to the Sheriff's Lieutenant - Patrol job description; set the monthly salary range at $7,574.78 - $9,207.19; assign to the Sheriff's Management Association (SMA); approve a Side Letter of Agreement with the SMA to recognize this unit as the Recognized Employee Organization for the Sheriff's Lieutenant - Patrol classification, and designate overtime exempt status and legal holidays to the classification; and authorize the Board of Supervisors Chair to sign the Side Letter of Agreement.

On June 28, 2022, the Board adopted the Fiscal Year 2022-2023 budget, which included the allocation and funding of the Sheriff's Lieutenant - Patrol position. Because this position has not been utilized since 2003, it is necessary to amend the job description to update and clarify the current needs of the Sheriff's Office. An appropriate salary also needs to be established as well as the bargaining unit designation. Staff is recommending a monthly salary range of $7,574.78 - $9,207.19, which is consistent with the County's salary structure and spread between levels of supervision.

The SMA unit agrees with modifying the Memorandum of Understanding to recognize the Sheriff's Lieutenant - Patrol classification and to appropriately assign an overtime exempt status and legal holidays. The Side Letter of Agreement memorializes that agreement, and it is recommended that the Side Letter is approved to formalize the agreement between the County and the SMA unit.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 14, 2003, the Board of Supervisors approved the elimination of the Sheriff's Patrol Lieutenant position during a reorganization of the Sheriff's Office. On June 28, 2022 the Board adopted the Fiscal Year 2022-2023 budget, which included the allocation and funding of the Sheriff's Lieutenant - Patrol position.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve this action as recommended; amend this action as the Board desires and approve.

FINANCIAL IMPACT:
Position has been funded in the new budget based on an estimate and any necessary adjustment will be covered within the Sheriff's Office budget.

ATTACHMENTS:
Sheriff's Lieutenant - Patrol - Draft Changes(PDF)
SMA Side Letter of Agreement re Sheriff's Lieutenant - Patrol 2022 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Attachment: Sheriff's Lieutenant - Patrol - Draft Changes (RES-2022-423 : Amendments to Sheriff's Lieutenant-Patrol Class and Approve Side

County of Mariposa

SHERIFF'S LIEUTENANT – PATROL

DEFINITION

To plan, organize, coordinate, supervise, administer and command the day-to-day activities and operations of a major bureau ~~division~~ of the County Sheriff's Office~~Department~~. Employees in this classification receive minimal supervision within a broad framework of standard policies and procedures. Employees in this classification direct, supervise, and formally evaluate the work of ~~other~~ subordinate officers and other staff. This job class functions at a division management level of classification within the Sheriff's Office~~Department~~ and requires the application of varied professional, administrative and supervisory skills. Division assignments include responsibility for coordinating and controlling one or more of the following departmental functions: supervising Patrol Sergeants; overseeing field operations; reviewing and evaluating reports and personnel performance evaluations; developing policies and procedures; and coordinating training~~crime prevention, patrol, investigation and coroner functions~~.

SUPERVISION RECEIVED AND EXERCISED ~~SUPERVISOR:~~

Receives general supervision from the Operations and Administration Division Captains or other superior officer.~~: Assistant Sheriff~~

Exercises lead direction and/or supervision over assigned staff.

EXAMPLES OF ESSENTIAL FUNCTIONS ~~TYPICAL DUTIES:~~

Commands, supervises, and administers the activities, operations, training and personnel of the Patrol Bureau~~a division~~ within the Sheriff's Office~~Department~~

Assigns, schedules, and formally evaluates the work of division personnel; recommends and implements disciplinary actions and ensures proper coverage of operational areas

Assists in evaluating existing policies and procedures for effectiveness and makes recommendations for the modification or implementation of new or revised policies and procedures to increase safety and efficiency

Implements and interprets departmental policies for divisional personnel

Assists in the preparation and administration of the budget for the division

Participates in major investigations and responds to major crime scenes

Makes decisions as to the proper disposition of cases/complaints

Receives and handles complaints affecting divisional activities and operations

Estimates labor and equipment requirements for the division/department

Prepares and compiles comprehensive reports and statistics related to activities and operations of the division/department

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Assists officers in preparation of reports, investigations, and court cases

Keeps abreast of current and proposed legislation and determines its impact on existing division/department operations

Speaks before community groups and organizations regarding departmental activities and operations and prepares news releases

Coordinates divisional operations with other divisions, departments, agencies, and jurisdictions

Attends meetings pertaining to divisional and departmental matters

Performs other related duties similar to the above in~~s~~ scope and function as required

EMPLOYMENT STANDARDS

Knowledge of:

Principles of police administration and accepted practices and procedures

Modern patrol, traffic, investigation, identification, and communication methods

Federal, state, and local laws, regulations, statutes, and ordinances

Laws of evidence, arrest, and custody

Proper and effective methods of deploying peace officers in accordance with actual and anticipated emergencies

Supervisory methods and techniques

Departmental rules and regulations

Ability to:

Analyze law enforcement problems and facts to draw sound conclusions, and to adopt effective courses of action

Train, supervise, direct, and formally evaluate the work of others

Communicate effectively in oral and written form

Maintain morale and discipline

Establish and maintain effective work relationships with staff, departmental administration, other County departments and officials, outside agencies, and the public

Attachment: Sheriff's Lieutenant - Patrol - Draft Changes (RES-2022-423 : Amendments to Sheriff's Lieutenant-Patrol Class and Approve Side

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TYPICAL WORKING CONDITIONS
Work is performed indoors and in a field environment.

TYPICAL PHYSICAL REQUIREMENTS
Requires the mobility to work indoors and in a field environment. Requires the ability to walk, stand, climb, balance, bend, squat, crawl, twist and reach while performing duties; must be able to maintain effective audio-visual discrimination and perception needed for making observations and communicating with others.

MINIMUM QUALIFICATIONS
Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience
~~Graduation from high school or equivalent supplemented with 60 units of college coursework in police science and~~ Currently serving as a Sheriff's Sergeant – Patrol, with Mariposa County. Eligible Sergeants must have completed their probationary term.~~, post-probationary term.~~

Education
Graduation from high school or equivalent supplemented with 60 units of college coursework in any field (~~A~~an Associate's degree is preferred). ~~and two (2) years of responsible supervisory and administrative police work comparable to that of a Sheriff's Sergeant – Patrol with Mariposa County Requires possession of a valid California driver's license~~ and the following P~~.~~O~~.~~S~~.~~T~~.~~ certifications: Basic, Intermediate and Advanced. Incumbents must have the ability to obtain a POST~~.O.S.T.~~ Supervisory Certificate within 24 months from date of appointment.

Additional Requirements
Requires possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 3/99 (B/S Res. 99-76)
Revised: 7/22 (B/S Res. 22-)

Attachment: Sheriff's Lieutenant - Patrol - Draft Changes (RES-2022-423 : Amendments to Sheriff's Lieutenant-Patrol Class and Approve Side

SIDE LETTER OF AGREEMENT BETWEEN THE COUNTY OF MARIPOSA AND THE SHERIFFS' MANAGEMENT ASSOCIATION

This Side Letter of Agreement is made a part of and incorporated into the Memorandum of Understanding dated January 1, 2022 through December 31, 2024 by and between the County of Mariposa and the Sheriffs' Management Association.

WHEREAS, on October 14, 2003, the Sheriff's Lieutenant – Patrol classification was eliminated through a reorganization of the Sheriff's Office, and now the position has been reinstated by the Board of Supervisors through the adopted budget on June 28, 2022; and

WHEREAS, representatives of the SMA were informed of the reinstatement of the Sheriff's Lieutenant – Patrol classification and have agreed to modify the SMA unit by adding the classification into the unit; and

WHEREAS, representatives of the SMA agreed to further modify the SMA unit by designating an overtime exempt status and legal holidays to the Sheriff's Lieutenant – Patrol classification;

NOW, THEREFORE, effective July 1, 2022, the parties agree to the following:

1. To recognize the SMA as the recognized employee organization of the regular, full-time classification of Sheriff's Lieutenant - Patrol.

2. Section 8.1.1 – Exempt Classifications of the SMA MOU shall apply to the Sheriff's Lieutenant – Patrol classification.

3. The Sheriff's Lieutenant – Patrol classification shall be subject to the holiday schedule outlined in Section 9.2 of the SMA MOU.

FOR THE COUNTY:

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Date: _____

FOR THE UNION:

Mike Charman, President
Sheriffs' Management Association

Date: _____

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

Attachment: SMA Side Letter of Agreement re Sheriff's Lieutenant - Patrol 2022 (RES-2022-423 : Amendments to Sheriff's Lieutenant-Patrol

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2022-424

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Department of Agriculture & Weights and Measures Alternative Work Schedule

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RECOMMENDATION AND JUSTIFICATION:
Authorize the Department Head to Approve an Alternate 9/80 Work Schedule for the Account Clerk I/II and Agricultural & Standards Inspector Positions Within the Department of Agriculture & Weights and Measures, the Agricultural Commissioners/Sealer's Office.

The Department of Agriculture & Weights and Measures, the Agricultural Commissioners/Sealer's Office currently has the traditional eight-hour day schedule. Telework options have been exercised to socially distance Agriculture & Weights and Measures staff to lessen possible transmission of COVID-19. Staff is requesting approval of a 9/80 alternate work schedule for the Account Clerk I/II and all Agricultural & Standards Inspector positions to provide more efficiency for business.

Several other County departments are providing similar alternate work schedules including the Child Support Services, Assessor/Recorder, Fire, Health and Human Services, Library, Public Works, Office of the Clerk of the Board, and Sheriff.

Concurrence has been received from SEIU to adopt this change in accordance with their Memorandum of Understanding.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Historically, the Board has approved alternate 9/80 and 4/10 Flex schedules for most, if not all, other County departments. Some of the approved alternative work schedules resolutions are, 2019-93, 2018-318, and 2018-317.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the alternate schedule.

FINANCIAL IMPACT:
No Impact.

ATTACHMENTS:
Ag Dept Work Schedule Request (PDF)

REF ID# 13152

Kevin Smith SEIU OK (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Monica Nielsen

From: Monica Nielsen
Sent: Wednesday, June 29, 2022 3:56 PM
To: 'Kevin Smith'
Cc: Donna Wass
Subject: RE: Mariposa County Ag Dept

Kevin,

This is the official request from the Mariposa County Department of Agriculture & Weights and Measures, Agricultural Commissioner/Sealer's Office. Staff is requesting to change to the 9/80 alternative work schedule from their current Monday through Friday, 8am to 5pm work schedule.

Respectfully,
Monica Nielsen

Monica Nielsen
Agricultural Commissioner/Sealer
Mariposa County Department of Agriculture &Weights and Measures
PO Box 905, 5009 Fairgrounds Rd.
Mariposa, California 95338-0905
Phone- 209-966-2075/Fax-209-966-2056

"Agriculture... is our wisest pursuit, because it will in the end contribute most to real wealth, good morals and happiness." --Thomas Jefferson

---

From: Kevin Smith <Kevin.Smith@seiu521.org>
Sent: Wednesday, June 29, 2022 3:48 PM
To: Monica Nielsen <mnielsen@mariposacounty.org>
Cc: Donna Wass <dwass@mariposacounty.org>
Subject: RE: Mariposa County Ag Dept

Have the county/department send me the request. And then we will confirm with the employees we represent. And if they agree it's a go

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Monica Nielsen <mnielsen@mariposacounty.org>
Date: 6/29/22 3:37 PM (GMT-08:00)
To: Kevin Smith <Kevin.Smith@seiu521.org>

Attachment: Ag Dept Work Schedule Request (RES-2022-424 : Department of Agriculture & Weights and Measures Alternative Work Schedule)

Cc: Donna Wass <dwass@mariposacounty.org>
Subject: Mariposa County Ag Dept

Good Afternoon Kevin,

With the Ag Dept being almost fully staffed it has been requested that we change our work schedule from m-f 8-5 work week to a 9/80 work schedule. This would allow staff to rotate Fridays off. Please let me know if this is acceptable.

Respectfully,
Monica Nielsen

Monica Nielsen
Agricultural Commissioner/Sealer
Mariposa County Department of Agriculture &Weights and Measures
PO Box 905, 5009 Fairgrounds Rd.
Mariposa, California 95338-0905
Phone- 209-966-2075/Fax-209-966-2056

"Agriculture... is our wisest pursuit, because it will in the end contribute most to real wealth, good morals and happiness." --Thomas Jefferson

CAUTION: External Sender

Monica Nielsen

From: Kevin Smith <Kevin.Smith@seiu521.org>
Sent: Thursday, June 30, 2022 6:36 AM
To: Monica Nielsen
Cc: Donna Wass
Subject: RE: Mariposa County Ag Dept

Ok

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Monica Nielsen <mnielsen@mariposacounty.org>
Date: 6/30/22 5:56 AM (GMT-08:00)
To: Kevin Smith <Kevin.Smith@seiu521.org>
Cc: Donna Wass <dwass@mariposacounty.org>
Subject: Re: Mariposa County Ag Dept

Kevin
I was advised by HR to let SEIU know prior to submitting to the Board of Supervisors. I have confirmed with staff this is their request.

Monica Nielsen

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Kevin Smith <Kevin.Smith@seiu521.org>
Sent: Thursday, June 30, 2022 2:23:22 AM
To: Monica Nielsen <mnielsen@mariposacounty.org>
Cc: Donna Wass <dwass@mariposacounty.org>
Subject: RE: Mariposa County Ag Dept

So you all.are requesting to go to 9/80. Has the county responded to your request?

Kevin

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Monica Nielsen <mnielsen@mariposacounty.org>
Date: 6/29/22 3:56 PM (GMT-08:00)

Attachment: Kevin Smith SEIU OK (RES-2022-424 : Department of Agriculture & Weights and Measures Alternative Work Schedule)

To: Kevin Smith <Kevin.Smith@seiu521.org>
Cc: Donna Wass <dwass@mariposacounty.org>
Subject: RE: Mariposa County Ag Dept

Kevin,

This is the official request from the Mariposa County Department of Agriculture & Weights and Measures, Agricultural Commissioner/Sealer's Office. Staff is requesting to change to the 9/80 alternative work schedule from their current Monday through Friday, 8am to 5pm work schedule.

Respectfully,
Monica Nielsen

Monica Nielsen
Agricultural Commissioner/Sealer
Mariposa County Department of Agriculture &Weights and Measures
PO Box 905, 5009 Fairgrounds Rd.
Mariposa, California 95338-0905
Phone- 209-966-2075/Fax-209-966-2056

"Agriculture... is our wisest pursuit, because it will in the end contribute most to real wealth, good morals and happiness." --Thomas Jefferson

---

From: Kevin Smith <Kevin.Smith@seiu521.org>
Sent: Wednesday, June 29, 2022 3:48 PM
To: Monica Nielsen <mnielsen@mariposacounty.org>
Cc: Donna Wass <dwass@mariposacounty.org>
Subject: RE: Mariposa County Ag Dept

Have the county/department send me the request. And then we will confirm with the employees we represent. And if they agree it's a go

Sent from my Verizon, Samsung Galaxy smartphone

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From: Monica Nielsen <mnielsen@mariposacounty.org>
Date: 6/29/22 3:37 PM (GMT-08:00)
To: Kevin Smith <Kevin.Smith@seiu521.org>
Cc: Donna Wass <dwass@mariposacounty.org>
Subject: Mariposa County Ag Dept

Good Afternoon Kevin,

Attachment: Kevin Smith SEIU OK (RES-2022-424 : Department of Agriculture & Weights and Measures Alternative Work Schedule)

With the Ag Dept being almost fully staffed it has been requested that we change our work schedule from m-f 8-5 work week to a 9/80 work schedule. This would allow staff to rotate Fridays off. Please let me know if this is acceptable.

Respectfully,
Monica Nielsen

Monica Nielsen
Agricultural Commissioner/Sealer
Mariposa County Department of Agriculture &Weights and Measures
PO Box 905, 5009 Fairgrounds Rd.
Mariposa, California 95338-0905
Phone- 209-966-2075/Fax-209-966-2056

"Agriculture... is our wisest pursuit, because it will in the end contribute most to real wealth, good morals and happiness." --Thomas Jefferson

CAUTION: External Sender
CAUTION: External Sender
CAUTION: External Sender

Attachment: Kevin Smith SEIU OK (RES-2022-424 : Department of Agriculture & Weights and Measures Alternative Work Schedule)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-425

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Letter Opposing SB 443

RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter Opposing Senate Bill 443, Which Would Lead to a Lack of Unity of Effort and Decreased Coordination Amongst EMS Providers.

After this letter was sent on June 29th, 2022, it was announced that the Senate Bill had essentially died, as it was pulled from the Assembly Health Committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved letters supporting or opposing legislation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the letter. Individual members of the Board may write their own letters of support or opposition as desired.

ATTACHMENTS:
Signed - Letter SB 443 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... TOM SWEENEY
District 3 ..... MARSHALL LONG
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

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Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
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www.mariposacounty.org/board

June 29, 2022

The Honorable Jim Wood
Chair, Assembly Health Committee
1020 N Street, Suite 390
Sacramento, CA 95814

Re: SB 443 (Hertzberg): Emergency medical services (EMS): prehospital EMS
As Amended June 16, 2022 – OPPOSE
Set for Hearing on June 28, 2022 – Assembly Health Committee

Dear Assembly Member Wood:

As the Chair for the Board of Supervisors for the County of Mariposa, we must regretfully OPPOSE SB 443, authored by Senator Hertzberg. The author and the sponsors state this measure will clarify the intent of SB 438/Hertzberg, which clarified the operation of public safety answering points (PSAPs), including 9-1-1 Emergency Medical Services (EMS) dispatch centers.

To the contrary, this measure will lead to a lack of unity of effort and decreased coordination amongst EMS providers within a given county.

In 1980, California established a two-tiered system for EMS governance through the passage of the EMS Act, creating a state EMS Authority and local emergency medical services agencies (LEMSA). Each LEMSA is required under the EMS Act to have a licensed physician as their designated EMS medical director "to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system" [§ Health & Safety Code 1797.202].

SB 443 seeks to remove this medical oversight of local fire departments and other emergency medical services. Should SB 443 become law, local municipal agencies would be permitted to act outside of the LEMSA medical director's control in the response and delivery of prehospital emergency care. The measure risks patient safety and care by creating a fragmented system where EMS providers may operate outside the accountability and safety of local medical oversight. This bill would impact all EMS systems across the state, whether they live in rural, urban or suburban counties in California.

Attachment: Signed - Letter SB 443 (RES-2022-425 : Letter Opposing SB 443)

The County of Mariposa is opposed to any move to erode county medical control and strongly oppose efforts to eliminate county oversight of patient safety. Medical control, overseen by a medical doctor within a transparent local and state process, joins different EMS providers, both public and private, within a jurisdiction into a unified system by ensuring providers adhere to the same EMS standards. SB 443 would dismantle this necessary oversight and impact emergency medical services in all 58 counties.

For the reasons stated above, we oppose SB 443 and respectfully request your NO vote.

Sincerely,

76066672547
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

cc: The Honorable Robert Hertzberg, Member, California State Senate
Members, Assembly Health Committee
Lara Flynn, Principal Consultant, Assembly Health Committee
Gino Folchi, Consultant, Assembly Republican Caucus

Attachment: Signed - Letter SB 443 (RES-2022-425 : Letter Opposing SB 443)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in June of 2022.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the CAO has authorized.

ATTACHMENTS:
CAO approved agreements 7-19-22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for July 19, 2022

Contractor	Amount	Term	Service	Department
Cheryl Berg	$15,000	7-1-22 to 6-30-23	Adult Literature	Admin
Alliance for Community Transformation	$34,237	7-1-22 to 6-30-23	CASA Nourish Classes	HHSA
Cal-EIS County Reimbursement	$45,000.00	7-1-22 to 6-30-23	Training	HHSA
Language Line Services, Inc.	$15,000	7-1-22 to 6-30-23	Interpretation Services	HHSA
Miles Treaster and Associates	$17,000	7-1-22 to 12-31-22	Workplace Study	HHSA
Transformations	$50,000	7-1-22 to 6-30-23	Family First Prevention Services	HHSA
Transformations	$50,000	7-1-22 to 6-30-23	Specialty Mental Health	HHSA
Socorro E. Saavedra, LCSW	$15,000	7-1-22 to 6-30-23	Clinical Supervisoion	HHSA
Mother Lode Job Training	$30,000	7-1-22 to 6-30-23	CalWORKS Assessment	HHSA
Amador-Tuolumne Community Action Agency	$30,000	3-8-22 to 7-7-23	Home Safe Rapid Rehousing Program	HHSA
John C. Fremont Healthcare District	$50,000	7-1-22 to 6-30-23	Zaks Security Re: Security & Observe 5150 Clients	HHSA
AC Salvage	$50,000	5-1-22 to 4-30-23	Appliance Recycling Services	PW
AR Mortuary Services	$50,000	7-1-22 to 6-30-23	Mortuary Services	SO
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: CAO approved agreements 7-19-22 (2022-77 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in June of 2022.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

ATTACHMENTS:
Department Head approved agreements 7-19-22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

BOARD REPORT ON DEPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for July 19, 2022

Contractor	Amount	Term	Service	Department
ACTenviro	$8,151	6-15-22 to 12-31-22	Removal of Hazardous Materials Contained from the Mariposa County Airport	PW
Merced Occupational Services	$3,000	6-1-22 to 5-31-23	DMV Medical Exam and Testing	PW
Moore Twining	$5,000	6-15-22 to 12-31-22	Appliance Area Sampling at the Land Fill	PW
Alelrhorst International	$8,000	7-1-22 to 6-30-23	K-9 Training	SO
Mariposa Equine- Jeanette Mero	$9,999	7-1-22 to 6-30-23	Veterinary Services	SO
Maverick Data Systems	$2,250	7-1-22 to 6-30-23	Warrant Writing Software Subscription	SO

ALL DIGITAL

PA= Purchasing Agent (CAO)

APA= Assistant Purchasing Agent (Department Head)

Attachment: Department Head approved agreements 7-19-22 (2022-78 : Department Head Signed

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-426

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Cancellation of August 9Th, 2022 Meeting

RECOMMENDATION AND JUSTIFICATION:

Cancel the August 9th, 2022, Board of Supervisors meeting.

Two Board members will not be in attendance at the August 9th meeting. Given that one supervisor seat is vacant, two not in attendance constitutes a lack of quorum.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved the cancellation of Board meetings in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No alternative. Without two supervisors, the meeting would be cancelled for a lack of quorum the morning of the meeting which does not give proper notice to the public or County staff.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13188

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-427

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Allocation of One Additional Social Worker Supervisor I Position

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RECOMMENDATION AND JUSTIFICATION:
Approve the Allocation of One Additional Full Time Social Worker Supervisor I Position in the Health and Human Services Agency (HHSA) Behavioral Health Budgets, Effective Immediately.

HHSA wishes to add one Full Time Social Worker Supervisor I position in the Behavioral Health Budgets. The cost of the new position will be offset by revenue from the Targeted Case Management Activities (TCM) contract (Res. 2020-591) and by Medi-Cal claims revenue from services performed. The Agreement 22-20EVRGRN with the Department of Health Care Services (DHCS) to perform Targeted Case Management Activities was approved on October 6, 2020 by Res. 2020-591.

The Health and Human Services Agency has sufficient funding to accommodate the position allocation changes.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Changes to the employee allocation schedule require Board approval. The Board has approved allocation changes that will ultimately increase the level and quality of services provided to the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this action as recommended. Existing staff will have to forgo the opportunity to expand services for Targeted Case Management Services.

FINANCIAL IMPACT:
There is no impact to the County General Fund. The cost of the new position will be offset by revenue from the Targeted Case Management Activities (TCM) Res. 2020-591 and by Medi-Cal claims revenue from services performed. Additional funding will be supplied by mental health Realignment funding, if necessary.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-428

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Second Amendment - Agreement with CF Merced LLC for Inpatient Residential Services

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RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $28,000 to a New Amount Not to Exceed $268,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence. During the current term of our agreement, the demand for services at this facility has been greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on September 15, 2021 by Resolution Number 2021-508.

The Board of Supervisors approved the First Amendment on January 4, 2022 by Resolution Number 2022-8.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Mariposa County would be delinquent in meeting financial obligations for existing clients at CF Merced, and the Health and Human Services Agency (HHSA) may be hindered in providing vital services for clients in need.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 1001-402. There is no impact on the General Fund.

ATTACHMENTS:
2nd Amendment - CF Merced Agreement 2022v2 (PDF)
CF Merced 1st Amendment - 2022 - Wsignatures - Res. #2022-8 (PDF)
CF Merced 2022 - Wsignatures - Res. #2021-508 (PDF)

REF ID# 13133

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

SECOND AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and CF Merced, LLC (dba Merced Behavioral Center), hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated September 15, 2021, wherein **Contractor** agreed to provide inpatient residential services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment dated January 4, 2022, wherein **Contractor** agreed to an increase the total amount to not exceed $240,000; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 2, "COMPENSATION," is hereby amended to provide that an additional $28,000 will be added to the amended amount of $240,000, making the total compensation paid to **Contractor** the not to exceed amount of $268,000.

2. Except as herein amended, the Agreement dated September 15, 2021, together with the First Amendment dated January 4, 2022 shall remain in full force and effect.

Attachment: 2nd Amendment - CF Merced Agreement 2022v2 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Jeri Allgood, Administrator CF Merced, LLC
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: 2nd Amendment - CF Merced Agreement 2022v2 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-8

MEETING: January 4, 2022

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Agreement with CF Merced LLC for Inpatient Residential Services

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RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by $180,000 to a New Amount Not to Exceed $240,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence. During the current term of our agreement, the demand for services at this facility has been greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the current agreement with CF Merced on September 15, 2021 through Resolution No. 2021-508.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Mariposa County would be unable to meet financial obligations for existing clients at CF Merced, and the Health and Human Services Agency (HHSA) may be hindered in providing vital services for clients in need.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 001-0402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced 2022 - Wsignatures - Res. #2021-508 (PDF)
First Amendment - CF Merced Agreement 2022 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12448

Attachment: CF Merced 1st Amendment - 2022 - Wsignatures - Res. #2022-8 (RES-2022-428 : Second Amendment - Agreement with CF Merced

FIRST AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES, is made and entered into this 4th day of January 20 22 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and CF Merced, LLC (dba Merced Behavioral Center), hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated September 15, 2021, wherein **Contractor** agreed to provide inpatient residential services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 2, "COMPENSATION," is hereby amended to provide that an additional $180,000 will be added to the original amount of $60,000, making the total compensation paid to **Contractor** the not to exceed amount of $240,000.

2. Except as herein amended, the Agreement dated September 15, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair

~~Marshall Long~~, Chair
Board of Supervisors

CONTRACTOR

Jeri Allgood, Administrator
CF Merced, LLC

COUNTERSIGNED:
(Government Code §25103)

Rene' La Roche

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem

Steven W. Dahlem
County Counsel

Attachment: CF Merced 1st Amendment - 2022 - Wsignatures - Res. #2022-8 (RES-2022-428 : Second Amendment - Agreement with CF Merced

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-508

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Contract with CF Merced LLC for Inpatient Residential Services

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with CF Merced LLC for Psychiatric Hospitalizations in an Amount Not to Exceed $60,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence.

The County does not use this facility often, but it is important to keep this agreement in place to insure the availability of a bed when a crisis arises. Having an existing agreement guarantees the County a negotiated rate. This agreement is at no cost unless the County uses a bed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on August 25, 2020 by Resolution Number 2020-517.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, the placement options available to the Health and Human Services Agency would be limited. Without an agreement in place, finding an open bed for this level of care could be more difficult, and the costs could increase.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 1001-402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced Agreement 2022v2 (PDF)

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

RES. NO. 21-508

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 15th day of Sept, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and CF Merced, LLC (dba Merced Behavioral Center) ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform inpatient residential services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $60,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence of willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
CF Merced, LLC
Dba Merced Behavioral Center
1255 "B" Street
Merced, CA 95341

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

~~Kelly Stephens, Chief Financial Officer~~
CF Merced, LLC Teri Allgood Administrator

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

Exhibit A
SCOPE OF WORK

Residential care in a locked Psychiatric Skilled Nursing Facility provided by CF Merced LLC, dba Merced Behavioral Center located at 1255 B Street, Merced, CA 95340. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, basic hygiene products. Special needs: activities, nursing services, special treatment program to provide a structured educational living environment which provides for each residents psycho social needs.

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

CONTRACTOR agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections 5328-5328.15
45 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921 et. seq.
CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail with in 48 hours.(as defined by the HITECH Act)

Outgoing Patient Policy

CONTRACTOR agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

Exhibit B
COST PROPOSAL

Daily Rate: $212.11

Patch Rate: $250.00

Bed Hold Rate: $203.47
(Does not include medication, medical doctor visits, psychiatric visits, or other ancillary services.)

The Daily Rate will change during the contract period when the State of California updates the rates and is effective on the date of service. The total amount of the contract is not to exceed $60,000.

The Patch Rate may be changed for certain clients with severe needs subject to concurrent review and mutual agreement of County and Contractor. Contractor will coordinate weekly reviews with County staff.

Attachment: CF Merced 2022 - Wsignatures - Res. #2021-508 (RES-2022-428 : Second Amendment - Agreement with CF Merced LLC for

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-429

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Jackson and Coker Locum Tenens, LLC to Provide Psychiatric Services

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RECOMMENDATION AND JUSTIFICATION:
Approve Agreement and Addendum with Jackson & Coker Locum Tenens, LLC (Jackson & Coker) to Provide Psychiatric Services for Mariposa County Health and Human Services Agency (HHSA) in an amount not to exceed $120,000; and Authorize the Board of Supervisors Chair to sign the Agreement and Addendum.

Jackson and Coker (J&C) provides has provided specialty psychiatric services to HHSA four hours per week since November 2019. This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center. This supplements our part-time psychiatrist on staff, who is available only two days per week. J&C can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

This year's agreement includes provision for Nurse Practitioners, in addition to licensed psychiatrists. The addition of the option to utilize advanced practice providers (i.e., nurse practitioners and physician assistants) will help meet client needs at HHSA and at the Adult Detention Facility. The rate for Nurse Practitioners is lower than the rate for licensed psychiatrists. J&C will locate, screen, and present psychiatrists and nurse practitioners licensed in the State of California to provide required mental health services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the current agreement with Jackson & Coker on June 22, 2021, through Resolution No. 2021-366.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, this would likely result in increased wait times for those in our community who need specialty psychiatric services, including medication prescriptions.

FINANCIAL IMPACT:
This agreement will continue to be paid within the Behavioral Health Services budget units. Contract costs are largely offset by Medi-Cal and Medicare revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

REF ID# 13139

ATTACHMENTS:
Client Agreement Addendum - JC Locums AP v2 June 30 2022(PDF)
Mariposa and JC Locums Staffing including APPs 2022-2023_GC Review v.3 - June 30 2022 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Jackson & Coker
2655 Northwinds Parkway
Alpharetta, GA 30009
Phone: 800.272.2707
Fax: 800.936.4562

CLIENT AGREEMENT ADDENDUM (CALIFORNIA CLIENTS)

This **CLIENT AGREEMENT ADDENDUM** (this "addendum") is between County of Mariposa ("Client" or "you") and **JACKSON & COKER LOCUMTENENS, LLC** ("J&C"," "we" or "us").

1.0 Overview
This Addendum provides additional terms and conditions related to the provision to you of our locum tenens employees to provide services for you c your facility(ies) within the State of California (each, an "Assigned Employee").

2.0 Workplace Safety
To assist us in meeting the obligations required for the selected Assigned Employees to provide services at your facility(ies), you agree that you or you assigned facility(ies) will:
2.1 Retain exclusive control over the safety of the facility(ies) where the Assigned Employees work, and retain sole responsibility for compliance b such facility(ies) with applicable federal, state and local health and safety laws, regulations, ordinances, directives and rules relating to the workplace
2.2 Use best efforts to identify and eliminate all known workplace threats to Assigned Employees' health or safety;
2.3 Take reasonable steps to evaluate the worksite conditions pertaining to the health and safety of the Assigned Employees, by doing periodi inspections;
2.4 Use best efforts to identify all known hazards to the Assigned Employees' health and safety, inform the applicable Assigned Employees of such heath and safety hazards, and take all reasonable measures to eliminate such health and safety hazards;
2.5 Supply the Assigned Employees, according to the required specialty, reasonably maintained usual and customary equipment, usual an customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriatel trained support staff to enable the Assigned Employees to perform the services;
2.6 Supply the Assigned Employees with appropriate and required personal protective equipment ("PPE");
2.7 Provide legally required training to the Assigned Employees regarding the safe performance of job duties, the proper use of PPE, and the maintenance of a safe work environment;
2.8 Use best efforts to establish and maintain a written, effective Injury and Illness Prevention Program ("IIPP") that protects the Assigned Employees;
2.9 Demonstrate to us that you have implemented specific safety programs as required by and in compliance with state mandates and OSH/ requirements;
2.10 Cooperate with us in accident/injury investigations initiated by our workers' compensation insurance carrier or its representative;
2.11 Comply with all applicable Federal, State and local laws, including but not limited to the Civil Rights Act of 1866, 1964 (including Title VII), an 1991; the Age Discrimination in Employment Act ("ADEA"); the Americans with Disabilities Act ("ADA"); the National Labor Relations Act ("NLRA"); the Vietnam Era Veteran's Readjustment Assistance Act ("VEVRAA"); the Fair Credit Reporting Act ("FCRA"); the Immigration Reform and Control Ac ("IRCA"); the Older Workers Benefits Protection Act ("OWBPA"); the Occupational Health and Safety Act ("OSHA"); the Uniformed Service Employment and Reemployment Rights Act ("USERRA"); the Genetic Information Non-Discrimination Act ("GINA"); and all other applicable loca state (including any and all states within the United States), and federal laws governing discrimination and harassment in the workplace and the regulation of wages and hours in the workplace; and
2.12 Represent and warrant that you have maintained, and will continue to maintain throughout the term of the Client Agreement and thi Addendum, your workplace(s), machinery, equipment, and environmental factors in compliance with applicable workplace safety laws.

3.0 Onboarding and Orientation
To enable us to ensure that the selected Assigned Employees are properly prepared and oriented to provide services at your facility(ies), you agre that you or your assigned facility(ies) will:
3.1 Cooperate with us to assure that each Assigned Employee has submitted all documentation required for such Assigned Employee to be properl onboarded at your facility(ies);
3.2 Provide all Assigned Employees with orientation and/or training so that they become properly oriented to and familiar with your facility(ies) an your workplace safety policies;
3.3 Provide all Assigned Employees with training on your electronic health records ("EHR") system;
3.4 Distribute to the Assigned Employees all policies and procedures with which you expect the Assigned Employees to comply; and
3.5 Provide each Assigned Employee with a designated workplace manager or supervisor and, as applicable, with a supervising physician.

4.0 General
4.1 You agree to provide J&C with prompt notice of your inability to meet any of the provisions set forth herein.
4.2 Any conflict between the terms of this Addendum and the terms of the Client Agreement shall be governed by the terms of this Addendum.

[Signatures on next page]

Attachment: Client Agreement Addendum - JC Locums AP v2 June 30 2022 (RES-2022-429 : Agreement with Jackson and Coker Locum

The effective date of this Client Agreement Addendum is _____ _____, 20_____.

CLIENT:

By: _____

Name:Rosemarie Smallcombe

Title: Chair, Board of Supervisors

Date: _____

Federal Employer ID:
94-6000880

Notice Address:

5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Attn: Sheila Baker
Fax: (209)742-0996

JACKSON & COKER LOCUMTENENS, LLC:

By: _____

Name: Dana Massey

Title: Division VP, Government

Date: _____

Notice Address:

2655 Northwinds Parkway
Alpharetta, GA 30009
Attn: Amanda Moore
Fax: (800)936-4562

Attachment: Client Agreement Addendum - JC Locums AP v2 June 30 2022 (RES-2022-429 : Agreement with Jackson and Coker Locum

CONTRACT NUMBER:

DEPARTMENT: **HEALTH AND HUMAN SERVICES**

COMPANY: **JACKSON & COKER LOCUM TENENS, LLC**

TYPE OF AGREEMENT: **SPECIAL SERVICES**

THIS AGREEMENT is made and entered into by and between the County Of Mariposa, a Political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and **Jackson & Coker LocumTenens, LLC,** a private for-profit Corporation, located at **2655 Northwinds Parkway, Alpharetta, Georgia,** (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to contract for special services, pursuant to Government Code Section 31000, to provide psychiatric services to its consumers and;

WHEREAS, CONTRACTOR is a locum tenens agency that can source, screen, and present independent contractor licensed psychiatrists on a temporary basis in the State of California ("Contractor Services"); and

WHEREAS, one or more of CONTRACTOR's affiliates may also source, screen and present advanced practice providers (i.e., nurse practitioners and physician assistants) to provide clinical services to COUNTY; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said Contractor Services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR will use its best effort to locate,, screen, and present psychiatrist(s) and nurse practitioner(s) licensed in the State of California to provide psychiatric services ("Medical Services") on a temporary locum tenens independent contractor basis as requested by the COUNTY to meet the needs of the COUNTY. Acceptance of qualified candidates will be at the COUNTY's discretion. Hereinafter, the licensed psychiatrist(s) and nurse practitioner(s) are referred to as the PROVIDER.

COUNTY will, whenever possible, provide advance notice to CONTRACTOR of the need for a psychiatrist or nurse practitioner and the projected time frame. The recitals above shall be incorporated into the terms of this Agreement.

2. TERM

The term of this Agreement shall commence on the upon the date of the last signature below, and continue until the 30Th day of June, 2023, unless sooner terminated in accordance with Sections entitled, "CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING","TERMINATION FOR CAUSE" **or** "TERMINATION FOR CONVENIENCE" as specified elsewhere in this Agreement.

3. RATES/COMPENSATION

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for PROVIDER at the following rates:

Psychiatrist (Adult or Child)

Weekday Rate: $ 259.00-$280.00 per hour

Overtime Rate: $ 331.00-$373.00 (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call) 8

Attachment: Mariposa and JC Locums Staffing including APPs 2022-2023_GC Review v.3 - June 30 2022 (RES-2022-429 : Agreement with

Administration fee: waived

Nurse Practitioner

Weekday Rate: $200.00-$230.00 per hour

Overtime Rate: $ 300.00-$345.00 (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call)

Holiday: $Premium of one-half of the daily rate

Perm Fee $30K after 60 days of locums

- The hourly rates are per hour per licensed provider or pro-ration thereof.
- The all-inclusive rates include the provider's hourly rate, travel and lodging expenses, and malpractice insurance.
- **Holiday Premium:** A premium of one-half of the daily rate (4 hours x weekday rate) will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by COUNTY, should the PROVIDER render Medical Services/work on the holiday. The premium of one-half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater.

Should PROVIDER have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.

In no event shall Medical Services performed under this Agreement be in excess of the total contract amount by Fiscal Year:

2022-2023: $120,000

Payments by COUNTY shall be monthly in arrears, for Medical Services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices.

If CONTRACTOR should fail to comply with any significant provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation, pursuant to the notification obligations as further outlined below. CONTRACTOR shall submit to COUNTY monthly-itemized claims for PROVIDER's compensation no later than fifteen (15) days following the completion of the month of Medical Services provided by the PROVIDER. Any and/or all payments for services made under this Agreement shall be paid by check, payable to the order of CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Name:	Jackson & Coker LocumTenens, LLC
Address:	2655 Northwinds Parkway.119-608
City/State/Zip	Alpharetta, GA 30009

CONTRACTOR may request the COUNTY to have the check mailed or delivered to CONTRACTOR, in such a manner, or at such other address as, CONTRACTOR may from time to time designate to COUNTY. Such request must be made in writing in accordance with such procedures as outlined under Section, "NOTICES".

CONTRACTOR shall hold harmless the State of California in the event COUNTY cannot or will not pay for covered Medical services rendered by PROVIDER pursuant to the terms of this Agreement.

Attachment: Mariposa and JC Locums Staffing including APPs 2022-2023_GC Review v.3 - June 30 2022 (RES-2022-429 : Agreement with

4. **RECRUITMENT FEE**

COUNTY may enter into a direct relationship with a PROVIDER who has worked with COUNTY or has been introduced or presented by CONTRACTOR, following completion of 60 days locum tenens coverage by that PROVIDER. The recruitment fee is $40,000.00 for a physician, $30,000.00 for an NP. The recruitment fee is payable for any PROVIDER introduced to COUNTY by CONTRACTOR who:

A. Accepts a position with COUNTY where PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with COUNTY, within two years of the date the PROVIDER was introduced or presented, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY; or

B. Engages in locum tenens coverage for COUNTY, except through CONTRACTOR, within two years of the date the PROVIDER was introduced or presented and did not work, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY.

C. The recruitment fee is due on the first day the PROVIDER performs any of the Medical Services listed above. Pending CONTRACTOR'S receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will not be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Agreement and whether or not either party is in breach of any term of this Agreement.

CONTRACTOR may enter into a direct relationship with a COUNTY PROVIDER who has worked with CONTRACTOR or has been introduced or presented by COUNTY. The recruitment fee is $40,000.00 for a physician, $30,000.00 for an NP. The recruitment fee is payable for any COUNTY PROVIDER introduced to CONTRACTOR by COUNTY who:

A. Accepts a position with CONTRACTOR where COUNTY PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with CONTRACTOR, within two years of the date the COUNTY PROVIDER was introduced or presented, or if the COUNTY PROVIDER worked, two years from the last day the COUNTY PROVIDER last provided services to CONTRACTOR; or

B. Engages in locum tenens coverage for CONTRACTOR, except through COUNTY, within two years from the last day the PROVIDER last provided Medical Services to COUNTY.

5. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes to the other party as follows.

A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.

B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

Attachment: Mariposa and JC Locums Staffing including APPs 2022-2023_GC Review v.3 - June 30 2022 (RES-2022-429 : Agreement with

C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by return receipt.

D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery services.

E. Electronic Transmission. When sent by facsimile transmission or by internet connection to the last noticed facsimile or internet location provided by the recipient to the party giving notice, notice is effective upon receipt, provided that a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery to the receiving party. Any notice given by electronic transmission shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

In order to ensure that Contractor is in compliance with state and federal law, County hereby expressly grants permission to Contractor to send all electronic communications that relate to this contract and Contractor Services provided.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

COUNTY
Director, Mariposa County
Health and Human
Services Agency
P.O. Box 99
Mariposa, CA 95338
(209) 966-2000
Fax: 209-742-0996

CONTRACTOR and PROVIDER Attn.
Jackson & Coker LocumTenens, LLC
2655 Northwinds Parkway 119-608
Alpharetta, GA 30009
Attn: Dana Massey
(800) 272-2707
with copy to:
General Counsel
2655 Northwinds Pkwy
Alpharetta, GA 30009

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Any party may change its address or electronic addresses by giving the other party notice of the change in any manner permitted by this Agreement.

CONTRACTOR shall submit weekly-itemized invoices, for services performed and the amount owed under this Agreement. Each invoice must:

A. Detail by task the service performed by PROVIDER.

B. Detail the labor cost (number of hours x rate) attributed to each task.

C. Show the cumulative cost for all tasks performed to date.

D. Provide any additional information and data requested by COUNTY as deemed necessary by COUNTY to properly evaluate or process the invoiced claim. Upon approval by the COUNTY, the sum due herein shall be paid to the CONTRACTOR within thirty days (30) following receipt of a proper invoice. CONTRACTOR shall invoice COUNTY weekly, addressed to the Mariposa County Health & Human Services Agency, P.O. Box 99, Mariposa, CA 95338; Attention: Fiscal Services.

6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the ongoing continuation of this Agreement is therefore contingent upon the receipt and/or appropriation of the necessary funds. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole but reasonable judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding. is available, which shall be at least thirty (30) days after the CONTRACTOR is notified by the COUNTY . In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement, provided such suspension or modification is mutually agreed upon in writing. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the Agreement may continue pursuant to such arrangement, at the mutual written agreement of the parties.

7. TERMINATION FOR CAUSE

If either party materially defaults in the performance of or repeatedly fails to comply with any of its obligations under this Agreement, or otherwise breaches this Agreement (a "Default"), the other party shall, in addition to any other remedies it may have, provide such party with written notice of Default in the manner set forth under the "NOTICES" clause, specifying the provision(s) or term(s) of this Agreement that such party has failed to satisfy or has breached. Any notice of Default shall provide the alleged defaulting party with thirty (30) calendar days from the date of such notice allowing such party to fully cure the Default to the other party's satisfaction. Should the alleged defaulting party thereafter fail to proceed with all reasonable diligence to fully cure the Default, the non-defaulting party may terminate this Agreement for cause by giving five (5) calendar days written notice to the other party in the manner set forth under Section 6, "NOTICES". In the event of any proceeding by or against the CONTRACTOR, including

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but not limited to bankruptcy, insolvency, appointment of a receiver or trustee, or an assignment for the benefit of creditors, the County may exercise its right of termination under this Section.

8. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, COUNTY shall have no further financial liability to CONTRACTOR except for payment for actual Contractor Services incurred during the performance hereunder, or as otherwise outlined in Section 11 and herein.

9. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

CONTRACTOR shall receive compensation for PROVIDER for any work appropriately completed prior to receipt of the notice of termination that has not been disputed by COUNTY in writing. Neither party, however, shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated at will or for cause. COUNTY may withhold any payments not yet made to CONTRACTOR that is the subject of a good faith dispute provided to the other party in writing for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR or PROVIDER is determined and established in writing, signed by all parties.

10. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement subject to the terms of this section. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding, or agreement not incorporated herein, shall be binding on any of the parties hereto.

11. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be $3,000.000.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California for CONTRACTOR's employees, as applicable, with Statutory Limits, and Employer's Liability Insurance for CONTRACTOR'S employees, as applicable, with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $3,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other from and against any and all third party claims, losses, damages, costs and expenses (including reasonable attorney's fees) that arise out of or result from the negligent, reckless or intentional acts or omissions of the indemnifying party (the "Indemnitor") to the extent caused by the Indemnitor. Indemnification is

subject to: (a) the indemnified party promptly providing the indemnitor written notice of the claim; (b) the Indemnitor's right to control the defense and settlement of the claim (provided that the Indemnitor unconditionally releases the indemnified party from all liability); and (c) the indemnified party providing reasonable assistance to the Indemnitor. CONTRACTOR'S obligation to indemnify does not extend to any acts or omissions of PROVIDERS except as related to failing to screen and perform a commercially reasonable background check as outlined herein that should have been realized and disclosed at the time the PROVIDER begins his/her assignment.

13. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR and/or PROVIDER are each an independent contractor of each other, and each are independent contractors of the CONTRACTOR under this Agreement. COUNTY shall neither have,

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nor exercise any control or direction over the methods by which CONTRACTOR shall perform professional work and functions. The interest and responsibility of the COUNTY is to assure that the Medical Services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and CONTRACTOR shall require PROVIDERS to acknowledge and agree that PROVIDERS will be required to be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, and other income, fees, and independent contractor statutes or codes applying to PROVIDER, or its sub- contractors and employees, if any.

It is mutually agreed and understood that CONTRACTOR and PROVIDERS, with their sub- contractors and employees, if any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick leave, retirement or social security benefits.

CONTRACTOR shall ensure that all its personnel, employees, and the PROVIDER used to perform the Medical Services are aware and expressly agree that COUNTY is not responsible for any such benefits.

14. RECORDS AND INSPECTIONS

CONTRACTOR shall maintain full and accurate records with respect to CONTRACTOR'S services provided under this Agreement. To the extent permitted by law, COUNTY shall have access at times mutually agreed upon by the parties and until the expiration of four (4) years after the furnishing of Contractor Services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities directly pertaining to this Agreement, with reasonable advance written notice provided to CONTRACTOR by COUNTY, all at COUNTY'S sole cost. CONTRACTOR shall maintain the records for at least four years.

If this Agreement exceeds Ten Thousand and No/100 Dollars ($10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

15. REPORTS AND INFORMATION

To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as COUNTY may reasonably request to the extent directly pertaining to the CONTRACTOR'S Services provided pursuant to this Agreement. Such reports may include, but not be limited to, information to support billing and/or Provider information, to the extent such Provider information is reasonably available to CONTRACTOR.

16. CONFIDENTIALITY

Each party shall, and CONTRACTOR shall require PROVIDERS to comply with, applicable laws and regulations, including but not limited to California W&I Code Section 5328; to 42 C.F.R. Part 2 and 45 C.F.R Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information as well as each party's confidential and proprietary information including the terms and conditions of this Agreement and the documents provided to COUNTY in approving and credentialing the PROVIDER. Each party shall, and CONTRACTOR shall require PROVIDER to the extent applicable, to not use identifying information for any purpose other than carrying out the obligations under this contract.

Each party shall not, and CONTRACTOR shall require PROVIDER to not disclose, except as otherwise specifically

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permitted by the contract or authorized in writing by the other party, or by the client/patient, as applicable, any such identifying information to anyone other than except as allowed in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned to the individual. To the extent it is determined that CONTRACTOR is a Business Associate under HIPAA regulations, the CONTRACTOR agrees and shall require PROVIDER to agree to comply with the applicable provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached as Addendum No. 01, to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of the CONTRACTOR shall control and be given effect.

17. COMPLIANCE AND INTEGRATED ETHICS

The COUNTY is committed to adhere to its adopted code of ethics to ensure that the its business is conducted in an ethical and professional manner; and is consistent with the its vision statement: "Enhancing well-being in a safe and thriving community."

COUNTY Compliance is necessary to ensure compliance with applicable federal, state, and local laws, rules, and regulations regarding professional conduct and to ensure that professional conduct reflects the principles of the COUNTY to treat consumers, the general public, and other health service providers with integrity, honesty, courtesy, fairness, and respect.

Contractor agrees to establish commercially reasonable ethical standards for all staff employed by CONTRACTOR. Prior to referral to COUNTY, PROVIDERS shall be informed of the need to establish, for themselves the same or satisfactory ethical standards as required by COUNTY, such standards to be provided in writing by COUNTY so they can be shared with the PROVIDERS prior to referral. The standards shall include compliance with applicable state and federal regulations for safeguarding client information. CONTRACTOR agrees to require PROVIDERS to participate in orientation and trainings reasonably required by COUNTY on the established ethical standards provided by COUNTY to PROVIDER. Written policies and procedures shall be established that ensure organizational and individual compliance, such standards shall be provided in writing to PROVIDER by COUNTY.

18. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing Medical Services that enables that system, agency or those persons providing Medical Services to work effectively in cross-cultural situations. CONTRACTOR shall require PROVIDER, upon retention for Medical Services, to attend any necessary cultural competency trainings that are designed for COUNTY staff that are responsible for providing specialty mental health services (CCR 1810.211 & CCR 1810.410), as required by COUNTY. CONTRACTOR shall require that the PROVIDER, if necessary and upon reasonable request, make available to COUNTY evidence of such trainings, staff attendance, and course content within 30 days of completion or upon request of COUNTY. PROVIDER shall be required by COUNTY to use professional skills, behaviors, attitudes and policies in their systems that ensure the system, or those being seen in the system, will work effectively in a cross cultural environment as a condition of referral.

19. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONTRACTOR agrees, and will contractually require PROVIDER to agree and assure COUNTY, as applicable, that the parties and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws,

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regulations, and ordinances and to not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of Medical Services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of Medical Services are free from such discrimination and harassment.

As applicable, CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws. They shall include this nondiscrimination provision in all subcontracts related to this Agreement.

CONTRACTOR represents and will require PROVIDER to represent that, as applicable, they are in compliance with and agree that they will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

20. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, CONTRACTOR shall require PROVIDER to agree that technical data, evaluations, reports, documents, or other work products developed by PROVIDER related to the Medical Services provided by PROVIDER hereunder ("Records") shall be the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the Medical Services authorized hereunder. In the event of termination, all finished or unfinished Records, documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of the COUNTY. PROVIDER must submit all documentation, assessment, evaluation, diagnosis, progress notes, prescriptions for entry into the COUNTY'S Electronic Health Record. The PROVIDER has the option of direct entry of Medical Services into the Electronic Health Record. PROVIDER may retain copies thereof for its files and internal use. Any publication of information derived from work performed or data obtained in connection with Medical Services rendered under this Agreement must first be approved by COUNTY.

21. QUALITY OF SERVICE

CONTRACTOR shall require PROVIDER to, perform Medical Services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and PROVIDER shall be responsible for the professional quality, accuracy, completeness, and coordination of all reports, information, and other items and Medical Services furnished under this Agreement.

CONTRACTOR shall require PROVIDER to, comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing Medical Services.

CONTRACTOR shall require PROVIDER to, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports and other related items or Medical Services. CONTRACTOR shall cooperate in removal of PROVIDER immediately upon reasonable notice from COUNTY.

22. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

Each party shall use commercially reasonable efforts to comply with the provisions of the contract to the reasonable satisfaction of the other party.

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23. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

24. COUNTY NOT OBLIGATED TO THIRD PARTIES

The COUNTY shall not be obligated or liable hereunder to any party other than CONTRACTOR .

25. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the applicable professional standards of their trade or field of expertise, all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of CONTRACTOR Services as defined in this Agreement.

26. COMPLIANCE WITH STATE LAWS AND REGULATIONS

CONTRACTOR and COUNTY agree, and CONTRACTOR shall require PROVIDER, in capacities established herein, to comply with all applicable State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters, to the extent applicable to such CONTRACTOR, PROVIDER and COUNTY, their sub-grantees, contractors, or subcontractors, and their work.

27. COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by the COUNTY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from full responsibility under this Agreement.

28. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the Contractor Services under this Agreement All Contractor Services required hereunder will be performed by CONTRACTOR, and all personnel engaged in the work shall be qualified to perform such Contractor Services.

29. FEDERALLY EXCLUDED INDIVIDUALS AND ENTITIES

PROVIDERS and any employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with federal program requirements, are presently designated or who will become designated as ineligible persons or are identified for exclusion from involvement in federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program.

CONTRACTOR shall use best efforts using industry standard verification methods to perform on-going exclusion reviews of current employees and of the PROVIDERS to ensure that COUNTY does not hire or contract with any individual or entity under sanction or exclusion by the federal government. As an outcome of on-going exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that CONTRACTOR has used best efforts using industry standard verification

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methods to check that no current employees, subcontractor or agent or PROVIDER is on the list of Excluded Individuals and Entities of the Office of the Inspector General (U.S. Department of Health and Human Services), and the General Services Administration's Excluded Parties Listing system (42 USC Section 1320) CONTRACTOR will provide evidence to the COUNTY of ongoing exclusion reviews by the 5th of each month. CONTRACTOR shall provide checks for the following exclusion databases:

OIG(Office of Inspector General), SAM(System Award Management), Medi-Cal (DHCS), BBS(Board of Behavioral Sciences), NPI(National Plan and Provider Enumeration), SSDMF(Social Security Death Master File).

Or they may choose to have the county run the checks and must provide the SS#, license #, NPI# and DEA#. Failure to comply may lead to contract termination.

30. APPLICABLE LAW AND VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Mariposa County, unless the parties agree otherwise or are otherwise required by law.

The CONTRACTOR and COUNTY shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

31. WAIVER

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

32. BREACH OF CONTRACT

Upon breach of this Agreement by a party, the non-breaching party shall have all remedies available to it both in equity and/or at law. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a **Force Majeure** event.

33. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

34. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the COUNTY. CONTRACTOR shall ensure that no

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COUNTY officer or employee, whose position in the COUNTY enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.

35. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

36. SUBCONTRACTS - ASSIGNMENT

The parties agree that they shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining prior written consent by the other party. Both parties remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Both parties shall be held responsible for the performance of any subcontractor.

37. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. With the exception of payment for actual services incurred during the performance hereunder, compensation due from the COUNTY, may be adjusted in proportion to the benefit received despite the removal of the effected provision, provided that both parties mutually agree in writing.

38. DISCLAIMERS

CONTRACTOR will require that each PROVIDER as a medical professional will enter into an agreement with CONTRACTOR that ensures that the PROVIDER understands and agrees that California Medical ethics and laws require them to be independent contractors and that their participation as a PROVIDER is expressly conditioned upon their status and that they are the exclusive provider of their own health insurance, workers' compensation insurance, unemployment insurance, and processing deposits to comply with applicable State, local and Federal income and self-employment tax requirements.

39. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when signed by both parties.

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40. CONTRACT WITH PROVIDER

To ensure compliance by PROVIDER with terms imposed through CONTRACTOR by this agreement, each PROVIDER will be required by COUNTY to acknowledge in writing and agree to comply with the obligations that are applicable to PROVIDER provided herein.

COUNTY OF MARIPOSA	CONTRACTOR
Rosemarie Smallcombe, Chair Board of Supervisors	Dana Massey, Division VP, Government
ATTEST:	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

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Mariposa County Health and Human Services Agency Contract Number:

Addendum Number: 01

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability Accountability Act (hereafter referred to as "HIPAA") Business Associate Addendum supplements and is made a part of the parties underlying Agreement (Contract

No.:) by and between Merced County and the other contracting party (referred to hereafter as "Business Associate").

To the extent it is determined that Jackson & Coker LocumTenens, LLC is a Business Associate under

HIPAA regulations, Business Associate shall comply with, and assist the County in complying with, the privacy and security requirements of HIPAA, codified at Title 42 USC 1320d et. seq., and its implementing

regulations, including but not limited to Title 45 CFR, Parts 160 and 164, as amended from time to time, hereinafter collectively referred to as the "Privacy Rule" or "Security Rule" as appropriate. Terms used

but not otherwise defined in this Addendum shall have the same meaning as those terms that are used

in the Privacy Rule and Security Rule.

1. Use and Disclosure of Protected Health Information:

   a. Except as otherwise provided in this Addendum, Business Associate may use or disclose HIPAA protected health information (hereafter referred to as "PHI") or electronic protected health information (hereinafter referred to as "EPHI") to perform functions, activities or services for or on behalf of the County, as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the County or the minimum necessary policies and procedures of the County component.

   b. Except as otherwise limited in this Addendum, Business Associate may use and disclose PHI/EPHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that such PHI/EPHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and that such person or entity notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

   c. Except as otherwise limited by this Addendum, Business Associate may access PHI/EPHI to provide data aggregation services related to the health care operation of the County without disclosure of confidential information of individuals.

2. Safeguard of PHI/EPHI:

   a. Business Associate shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI/EPHI not provided for by this Addendum, the Privacy Rule, or the Security Rule.

   b. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County health care component as required by the HIPAA Security Rule.

3. Unauthorized Use or Disclosure of PHI/EPHI:

   Business Associate shall report to the County health care component any use or disclosure of PHI/EPHI not provided for by this Addendum, the Privacy Rule or the Security Rule.

4. Mitigation of Disallowed Uses and Disclosures:

   Business Associate shall mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI/EPHI by the Business Associate in violation of the requirements of this Addendum, the Privacy Rule or the Security Rule.

5. Agents and Subcontractors of the Business Associate:

   Business Associate shall ensure that any agent, including but not limited to a subcontractor, to which the Business

Attachment: Mariposa and JC Locums Staffing including APPs 2022-2023_GC Review v.3 - June 30 2022 (RES-2022-429 : Agreement with

Associate provides PHI/EPHI either created or received by the Business Associate from or on behalf of the County health care component, shall comply with the same restrictions and conditions of this Addendum, the Privacy Rule, and the Security Rule.

6. Access to PHI/EPHI:

   Business Associate shall provide access to any PHI/EPHI maintained by the Business Associate on behalf of the County health care component at the request of, and in a time and manner reasonably designated by the County health care component. The Business Associate shall also provide access to PHI/EPHI in accordance with the terms of the contractual Agreement hereunder in order for the County component to meet the

   requirements of the Privacy Rule and 45 CFR 164.524.

7. Amendment(s) to PHI and Addendum:

   a. Business Associate shall make any amendment(s) to PHI/EPHI that the County health care component directs or at the request of the County, and in a time and manner designated by the County component in accordance with the Privacy Rule and 45 CFR 164.526.

   b. Notwithstanding any provision to the contrary in the parties Agreement or this Addendum, the County health care component may amend this Addendum by providing ten (10) day prior written notice to Business Associate in order to maintain compliance with the Privacy Rule. Such amendment(s) shall be binding on the Business Associate at the end of the ten (10) day period and shall not require the further consent of the Business Associate. Business Associate may elect to discontinue the parties Agreement within the ten (10) day period, but the Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance or termination. County component and Business Associate may otherwise amend this Addendum by mutual written consent.

8. Documentation of Uses and Disclosures:

   Business Associate shall document all disclosures of PHI/EPHI and information related to such disclosures in a manner as would be required for the County health care component to respond to a request by an individual for an accounting of disclosures of PHI/EPHI in accordance with the Privacy Rule and 45 CFR 164.528.

9. Accounting of Disclosures:

   Business Associate shall provide to the County health care component, in the time and manner reasonably designated by the County component, information collected in accordance with 45 CFR 164.528 and the Privacy Rule, to permit the County to respond to a request by an individual for an accounting of disclosures of PHI/EPHI pursuant to the Privacy Rule and 45 CFR 164.528.

10. Records Available to the County and the Secretary of HHS:

    Business Associate shall make its internal practices and records related to the use, disclosure, and privacy protection of PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component, available to the County or to the Secretary of the Health and Human Services ("HHS") for purposes of the Secretary of HHS in determining the County's compliance with the Privacy Rule and Security Rule in the time and manner reasonably designated by the County or the Secretary of HHS.

11. Federal Health Care Exclusion:

    Business Associate shall provide to the County health care component written certification that no employee, subcontractor or agent of the Business Associate is on the list of Federal Health Care Excluded Individuals/Entities.

12. Transfer or Destruction of Information on Contract Termination:

    Prior to or at the time of termination, for any reason, of the parties contractual Agreement with this Addendum, Business Associate with agreement of COUNTY shall elect to comply with one of the following procedures.

    a. Business Associate shall transfer or return to the County health care component all PHI/EPHI records and information that were either received from the County component or were created or received by the Business Associate on behalf of the County component. No copies of PHI/EPHI arising from this agreement may be kept. This provision applies to relative PHI/EPHI in the possession of employees, subcontractors or agents of the Business Associate. The PHI/EPHI and any related information created or received from or on behalf of the County component are and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information. Any PROVIDER contacted in relation to this contract shall be advised of requirements of handling PHI and agree to accept such responsibility for Merced County files.

Attachment: Mariposa and JC Locums Staffing including APPs 2022-2023_GC Review v.3 - June 30 2022 (RES-2022-429 : Agreement with

b. Business Associate shall destroy all PHI/EPHI received from the County health care component, or created or received by the Business Associate on behalf of the County component. This provision shall apply to PHI/EPHI in possession of subcontractors or agents of the Business Associate. Business Associate, its employees, agents or subcontractors shall retain no copies of PHI/EPHI records or information.

c. In the event that the Business Associate determines that neither transferring nor destroying such PHI/EPHI records or information is legally feasible, Business Associate shall provide the County health care component notification of the conditions that make transfer or destruction infeasible. Upon mutual agreement of the parties that transfer or destruction of the PHI/EPHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI/EPHI and limit as required by the Privacy Rule or Security Rule any further use or disclosures of such PHI/EPHI for so long as Business Associate, its successors, employees, agents or subcontractors, maintains such PHI/EPHI. Business Associate's obligation to maintain the security and privacy of such PHI/EPHI shall survive the termination of the parties Agreement and this Addendum.

13. Material Breach and Termination:

Notwithstanding any other provision in the parties contractual Agreement hereunder, and this Addendum, if the County health care component becomes aware of a pattern of activity(s) that violates this Addendum, the Privacy Rule or the Security Rule by the Business Associate, its employees, agents or subcontractors, and reasonable steps to cure the violation(s) within thirty (30) days from the mailing of the written notice by the County to cure the violation(s) is unsuccessful, then the County will terminate the parties Agreement and this Addendum, or if not feasible; report the violation(s) to the Secretary of the Health and Human Services. COUNTY at any time may exercise all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI/EPHI by the Business Associate, by any Business Associate employees, agents or subcontractors, or by any third party who has received PHI/EPHI from the Business Associate.

14. Indemnification and Hold Harmless:

Business Associate shall defend, indemnify and hold harmless the County and its respective employees and agents from and against any and all losses, costs, claims, damages, penalties, fines, liabilities, legal actions, judgments and expenses of every kind, including but not limited to reasonable attorney's fees, asserted or imposed by a third party against the County. or its employees or agents, to the extent arising out of the acts or omissions of Business Associate or any of its employees or agents to whom Business Associate provides PHI/EPHI related to the performance or non-performance of this Addendum and compliance with the Privacy Rule and Security Rule. For the purposes of this section, the parties agree that PROVIDERS are to be placed with COUNTY, but not considered employees, agents, subcontractors, or assigns of Business Associate or County.

15. Interpretation:

Any ambiguity in this Addendum shall be resolved to permit the County to comply with the Privacy Rule and Security Rule. If any provision of this Addendum is deemed by the court of proper jurisdiction to be illegal or unenforceable by law, all other remaining provisions and the parties intent under this Addendum are to be given full legal effect so as to further the protections of the private medical information under the Privacy Rule and Security Rule.

16. HITECH Act requirements in Chapter 156 of Title 42 of the United States Code apply to all Business Associate agreements and all Personal Health Information transfers, handling, storage and protection. Specific requirements for notification and for publication concerning improperly released information are in effect as of February 17, 2010. A business associate receiving any personal health information now has specific responsibilities for correct handling and for notice of any breach of security concerning personal health information.

Business Associate is responsible for compliance with the provisions of the HITECH Act which is presently Chapter 156 of Title 42 of the United States Code. Chapter 156 includes sections 17921 through 17953. Business Associate is now subject to the confidentiality requirements imposed upon covered entities and shall be responsible for the safe and secure handling of Personal Health Information (PHI) and specifically for secure protection of electronic and recorded records of PHI. Notice by the Business Associate to individuals whose records may have been compromised by a breach of security is required. Notice shall be by first class mail where possible, appropriate posting of information concerning the breach when contact cannot be made and, when involving 500 or more individuals, direct reporting to the Department of Health and Human Services.

Attachment: Mariposa and JC Locums Staffing including APPs 2022-2023_GC Review v.3 - June 30 2022 (RES-2022-429 : Agreement with

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-430

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Agreement with Alliance to Provide Heritage House Services for Probationers

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Alliance for Community Transformations to Provide Rehabilitative and Support Services to Probationers at the Mariposa Heritage House in an Amount Not to Exceed $167,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Since 2011, as part of the Mariposa County AB109 Realignment Plan, the Alliance has contracted with the Probation Department for the services listed in the Scope of Work detailed in the Agreement. These include but are not limited to operating a drop-in center that provides access to showers, meals, and other support services. Heritage House also provides Court Mandated interventions such as the Batterer's Intervention, Anger Management, and Child Abuse Programs, as well as counseling services.

For the past several years these contracted services were included in an annual Health and Human Services (HHS) Agreement with the Alliance that required HHS to bill the Probation Department for services to probationers. It was decided that tracking of the services being provided would be streamlined if Probation's portion of the HHS Agreement be removed from the HHS Agreement and that Probation would enter into it's own Agreement with the Alliance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: There would be less effcient delivery of services and accountability.

FINANCIAL IMPACT:
There is no impact. The funding was included in the Community Corrections (AB109) non general fund budget for 2022-23.

ATTACHMENTS:
MHH Probation Agreement 22-23 (DOC)

REF ID# 13150

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

AGREEMENT FOR [INSERT BRIEF DESCRIPTION OF SERVICES]

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Alliance for Community Transformations ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Client Programming and Drop-in Center Services as described in Exhibit A, "Scope of Work," and Exhibit C, "Reporting Requirements" which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $167,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

A. <u>MINIMUM SCOPE AND LIMIT OF INSURANCE</u>

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

CONTRACTOR:
Alliance for Community Transformations, Inc.
PO Box 2075
Mariposa, CA 95338

COUNTY:
County of Mariposa
Mariposa Probation Department
5091 Bullion Street
PO Box 76
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

_____

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____

Alison Tudor, Executive Director
Alliance for Community Transformations

COUNTERSIGNED:
(Government Code §25103)

_____

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem
County Counsel

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

Exhibit A
SCOPE OF WORK

I. Description of Services Alliance for Community Transformations, Mariposa Heritage House (MHH) Program, will provide the following services:

A. Operation of a drop-in center for homeless and underserved individuals:
- a. Facility will be open Monday-Friday weekly from 8am-5pm.
- b. MHH will be closed 4 days a year for staff meetings and training.
- c. Will provide information, referrals, and linkages to community services.
- d. Will provide individuals with access to shower facilities, meals, laundry facilities, group rooms, resting rooms, etc.

B. Provision of Court Mandated Programs including, but not limited to, Batterer's Intervention Program, Anger Management Program, and Child Abuse Intervention Program
- a. Documentation of the completion rate of each program
- b. Monthly Progress Reports filed with courts, as required by Penal Code;
- c. Will provide weekly attendance status

C. Provision of SUD treatment program supports both at MHH and at the Detention Center to include:
- a. Linkage and transportation to placement
- b. Peer Counseling for relapse prevention or to link to treatment.
- c. Addiction Recovery Supports
- d. Case Management, as indicated
- e. Referrals to other services

N. Identify PRCS or 1170 clients as referred through probation
- a. Provide every identified client with a needs-assessment
  - i. Provide referrals as needed and coordinate with probation officer
- b. If transportation is indicated as a need, provide or arrange for transportation of the client
- c. Provide relapse prevention planning and counseling, assist the client with entering treatment if indicated.
- d. Case Management, as indicated
- e. Refer the client to Substance Use Disorder treatment at the county, if indicated.
- f. Provide client case number or signature on all receipts of merchandise or services purchased for a particular client.

Reporting/Invoicing

Submit detailed invoices and receipts of exact costs to be paid by Mariposa County Probation Department by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 30. Exhibit C reporting requirements are also due by the 15th of each month.

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

Exhibit B
COST PROPOSAL

Mariposa Heritage House Budget July 1, 2022 - June 30, 2023	Probation
Total Cost	$ 167,000
Personnel	
Program Director 1.1: oversees all staff & programs at MHH, responsible for grant reporting (.27 FTE)	$ 19,780
Counselor 5.1: facilitates daily programming and SUD counseling at MHH (.5 FTE)	$ 21,720
Program Specialist 8.1: facilitates daily programming and classes at MHH (.18 FTE)	$ 7,992
Program Aide 2: assists with daily programming at MHH, fills in for other staff when needed (1 FTE)	$ 38,742
Overtime: cost of hourly staff's overtime when necessary	$ 200
Personnel subtotal	*$ 88,434*
Employee Benefits - 21% of staff time	$ 18,571
Personnel total	$ 107,005
Operating	
Accounting	$ 910
Audit	$ 315
Insurance	$ 2,750
IT Services	$ 312
Subtotal of shared costs	*$ 4,287*
Memberships	$ 45
Professional Fees	$ 1,892
Office Supplies	$ 1,400
Printing/Copying	$ 63
Training Fees/Supplies	$ 1,750
Fleet Mileage	$ 165
Program Supplies	$ 2,250
Recovery Month Activities	$ 2,000
Assistance to Clients	$ 750
Subtotal of programmatic costs	*$ 10,315*
Office Rent	$ 18,440
Office Utilities	$ 4,301
Office Communications	$ 731
Facility Repairs/Maintenance	$ 400
Subtotal of facility costs	*$ 23,872*
Operating total	$ 38,474
Direct costs	$ 145,478
Indirect costs	$ 21,522
Total costs	$ 167,000

Exhibit C

Reporting Requirements

AB 109 Reporting	
Program Name: MHH	
Reporting Month:	
Data to Capture	**Totals**
Unduplicated needs assessments	
Unduplicated transportation services provided	
Unduplicated relapse prevention counseling	
Unduplicated Substance Use Disorder referrals	

Data To Capture	**Totals**
Unduplicated number of participants in the anger management program	
Unduplicated number of graduations from anger management	
Unduplicated number of participants in the BIP	
Unduplicated number of graduations from BIP	
Number of PRCS/1170 client initial needs assessments	
Unduplicated number of clients referred to treatment programs	

Attachment: MHH Probation Agreement 22-23 (RES-2022-430 : Agreement with Alliance to Provide Heritage House Services for Probationers)

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-431

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Amendment #2 to MOU with Tuolumne County and Mariposa County for Youth in Need of Detention

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to Memorandum of Understanding with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The program has received state wide recognition for its ability to protect the community while offering services that are evidenced based and proven to successfully return youth back to their families and for them to remain law abiding.

Mariposa County has the need to continue contracting for one guaranteed detention bed per day as was done with Amendment #1 that ended on April 30,2022. Approving Amendment #2 to the original MOU will allow the Probation Department to utilize Tuolumne Regional Detention Facility when needed.

Having a facility close to Mariposa with youth that have similar needs to our youth, is a benefit to Mariposa County now and in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The BOS has been supportive of keeping Mariposa youth that need to be detained as close to our community and their families as possible. In Amendment #1 the Board Approved funding a guaranteed bed for 2021 until April of 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this addendum is not approved Mariposa County Probation could have difficulty finding a detention program close to Mariposa with the type of programs that Tuolumne has provided successful for local youth.

FINANCIAL IMPACT:
There is no Impact to the General Fund as costs were included in the 2021-22 and 2022-23 associated budgets for juvenile detention.

ATTACHMENTS:
MLRJDF Placement MOU-Mariposa Co. 2017 (PDF)
Amendment # 2 5-1-22 to 6-30-24 (PDF)

REF ID# 13155

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
THE COUNTY OF MARIPOSA
FOR
The Placement of Mariposa County Detained Juveniles at the Motherlode Regional Juvenile Detention Faculty.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this *23rd* day of *August, 2017*, by and between the County of Tuolumne, a Political Subdivision of the State of California, ("County"), and the County of Mariposa, ("Agency").

WITNESSETH:

WHEREAS, Tuolumne County has established a Juvenile Detention Facility designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detailed in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Agency wishes to house juveniles detained in The Motherlode Regional Juvenile Detention Facility ("Facility") and Tuolumne County wishes to provide available beds to Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. **PURPOSE**

   The purpose of this MOU is to provide secure detention beds as available to Agency at the Motherlode Regional Juvenile Detention Facility in Tuolumne County.

2. **TERM**

   The term of this MOU shall commence on the execution date first herein written above and continue until terminated per section 3 below.

   A. SERVICES

      i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion.

      ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne

Attachment: MLRJDF Placement MOU-Mariposa Co. 2017 (RES-2022-431 : Amendment #2 to MOU with Tuolumne County and Mariposa

County juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care and mental health care. Dental care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.

iii. Tuolumne County may provide emergency medical services without prior authorization from Agency.

iv. Agency minors are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent.

B. PAYMENT

i. Board and Care: Agency shall pay Tuolumne for the costs of board and care for each minor placed at the Facility under this Agreement. The payment amount shall be at a per diem rate of ($100.00) for each 24-hour period or portion thereof. The per diem rates set forth in this Agreement are subject to change by the Tuolumne County Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

ii. Legal Services: Agency shall be solely responsible to make certain that those minors detained in the Facility by order of the Agency Juvenile Court receive all legal services required by applicable law.

iii. Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceedings is initiated by or on behalf of any Agency minors placed in the, Agency shall be fully responsible to defend this writ and shall defend, indemnify, and hold harmless Tuolumne County, its elected representatives, officers, employees, volunteers and agents from all costs, damages, claims and allegations associated in any way with such a writ.

iv. Medical and Psychological Services: Agency shall pay for or reimburse Tuolumne County for the actual costs of any necessary surgical/medical/ psychological, dental care, prescription medications or mental health care required by the Agency minor placed at the Facility under this Agreement. To the extent permitted by law, Tuolumne County is hereby authorized, without the need for any further authorization by Agency, to obtain such emergency medical, dental, and mental health care for Agency minors housed at the Facility as determined necessary by the appropriate providers of these services at the Facility. All other medical, dental, and mental health care services shall also be the financial responsibility of Agency but are subject to pre-authorization by the Agency Chief Probation Officer, or his or her designee.

Attachment: MLRJDF Placement MOU-Mariposa Co. 2017 (RES-2022-431 : Amendment #2 to MOU with Tuolumne County and Mariposa County

v. Education: Agency shall reimburse Tuolumne County for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate.

vi. Billing and Payments: Agency shall pay Tuolumne County within thirty (30) days after receiving notice of payment due. Payment shall be made out to Tuolumne County Probation and mailed to:

Tuolumne County Probation
Attention Business Manager
465 South Washington Street
Sonora, CA 95370

C. TRANSPORTATION

i. Agency shall be responsible for providing transportation of the minors between Agency and the Facility. In the event Agency fails to provide transportation for a minor from Tuolumne County to Agency within the time frame requested by Tuolumne County, then Tuolumne County shall transport the minor to Agency and Agency shall be responsible for payment of all costs incurred by Tuolumne County for such transportation.

ii. Tuolumne County provides routine transportation for each Agency minor for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

D. REMOVAL OF MINORS.

i. Agency shall promptly remove any minors placed in the Facility upon sole determination of the Tuolumne County Chief Probation Officer, or his or her designee, that the effective operation of the Facility requires removal of the minor.

E. COURT DOCUMENTATION:

i. Agency shall be responsible for providing confirmed Court orders committing minors to the Detention Facility, dispositional reports committing minor to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Tuolumne County staff at the at the time of booking.

3. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days advance written notice of an intention to terminate.

Attachment: MLRJDF Placement MOU-Mariposa Co. 2017 (RES-2022-431 : Amendment #2 to MOU with Tuolumne County and Mariposa

Attachment: MLRJDF Placement MOU-Mariposa Co. 2017 (RES-2022-431 : Amendment #2 to MOU with Tuolumne County and Mariposa County

4. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

5. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

6. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth and any subsequent reporting requirements as directed by the State.

7. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827 et seq., 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, Title 15 of the California Code of Regulations, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

9. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

10. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

11. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

12. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:
Chief Probation Officer
County of Mariposa
P.O. Box 76
Mariposa, CA 95338
Fax: (209) 742-5961

COUNTY:
Chief Probation Officer
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-5510

13. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

Attachment: MLRJDF Placement MOU-Mariposa Co. 2017 (RES-2022-431 : Amendment #2 to MOU with Tuolumne County and Mariposa County

16. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

17. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

18. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

19. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

20. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

21. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

Attachment: MLRJDF Placement MOU-Mariposa Co. 2017 (RES-2022-431 : Amendment #2 to MOU with Tuolumne County and Mariposa

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

COUNTY:	**AGENCY:**
Craig Pedro, County Administrator	Pete Judy, Chief Probation Officer
Linda Downey , Chief Probation Officer	
APPROVED AS TO LEGAL FORM:	
Sarah Carrillo, County Counsel	

Attachment: MLRJDF Placement MOU-Mariposa Co. 2017 (RES-2022-431 : Amendment #2 to MOU with Tuolumne County and Mariposa

AMENDMENT #2 TO MEMORANDUM OF UNDERSTANDING FOR PLACEMENT OF MARIPOSA COUNTY DETAINED JUVENILES AT THE MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #2 ("Amendment #2") is entered into this _____ day of _____, 2022 by and between the County of Tuolumne ("County") and the County of Mariposa ("Agency").

WHEREAS, on August 23, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on July 1, 2020, the Agency, in recognition of the Facility's role as a regional resource for high needs rural youth, provided $100,000.00 to offset the operational costs of the Facility in Fiscal Year 2020/2021 (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the Services outlined in the MOU (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 1, 2020, through April 30, 2022; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective May 1, 2022, through June 30, 2024, and to amend the payment terms described therein; and

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

   The term of Amendment #2 to this MOU shall commence on May 1, 2022 and terminate on June 30, 2024, unless extended as provided by this MOU.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:
   i. Board and Care May 1, 2022 – June 30, 2022: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
      a. $150.00 per day per bed for one (1) guaranteed bed per month
      b. $175.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced for May 2022 and June 2022.
      c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice.

Attachment: Amendment # 2 5-1-22 to 6-30-24 (RES-2022-431 : Amendment #2 to MOU with Tuolumne County and Mariposa County for Youth

County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.

ii. Board and Care July 1, 2022 – June 30, 2024: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:

a. $175.00 per day per bed for one (1) guaranteed bed per month
    i. Minimum annual payment of $63,875, in twelve (12) equal installments of $5,322.91 invoiced monthly.
b. $210.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced monthly.
c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

3. The agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to April 30, 2022. The parties shall treat the Agreement as if it had been in full force and effect continuously since April 30, 2022, without there having been any interruption of the Agreement whatsoever.

(signatures on the following page)

Attachment: Amendment # 2 5-1-22 to 6-30-24 (RES-2022-431 : Amendment #2 to MOU with Tuolumne County and Mariposa County for Youth

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF MARIPOSA
By: Eric Erhardt Assistant County Administrative Officer	By: Rosemarie Smallcombe Board Chair
By: Dan Hawks Chief Probation Officer	By: Pete Judy Chief Probation Officer
APPROVED AS TO LEGAL FORM: By: Maria Sullivan Deputy County Counsel	APPROVED AS TO LEGAL FORM: By: Steven Dahlem County Counsel

Attachment: Amendment # 2 5-1-22 to 6-30-24 (RES-2022-431 : Amendment #2 to MOU with Tuolumne County and Mariposa County for Youth

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts from Departmental Presentation Portion of the July 19Th, 2022, Meeting

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Handouts from the Departmental Presentation Portion of the July 19, 2022, Meeting:

– Aassistant County Administrative Officer Pamphlet - Dallin Kimble/CAO
- Ribbon Cutting Ceremony for Subway - Kari Kisela/Chambers

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Administration · 966-3222

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Public Finance Corporation Annual Meeting FY23

RECOMMENDED ACTION AND JUSTIFICATION:

Conduct annual meeting of the Mariposa County Public Finance Corporation.

The Board of Supervisors sits as the Board of Directors of the Mariposa County Public Finance Corporation. The board chair serves as president of the Corporation; the vice chair as vice president; the county administrative officer as executive director; the clerk of the board as secretary; the county treasurer as corporation treasurer; and county counsel as legal counsel to the Corporation.

AGENDA

I. Call to Order
II. Roll Call
III. Reading of the Meeting Notice
IV. Public Comment
V. Approve the Minutes of May 18, 2021
VI. Approve the Minutes of March 15, 2022
VII. Report of Activities
  a) Composting Facility
VIII. Unfinished Business
IX. New Business
  a) Rescind the March 15, 2022, appointments of chair and vice chair. These positions are designated to the Board of Supervisors Chair and Vice-Chair in the bylaws.
  b) Rescind Resolution 1997-02; and adopt a new resolution establishing the first board of supervisors meeting in July and the board chambers as the time and place for regular meetings
X. Adjourn

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Public Finance Corporation was established on July 1, 1997. An annual meeting is required per the bylaws of the corporation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Corporation will be out of compliance with its legal requirements.

Mariposa County Public Finance

ATTACHMENTS:
Public Finance Corp Bylaws - 1997 (PDF)
Public Finance Corp Meeting Resolution (DOCX)
5-18-21 Public Finance Corp Minutes (PDF)
3-15-22 Public Finance Corp Minutes (PDF)

RESULT: MEETING HELD

MARIPOSA COUNTY BOARD OF SUPERVISORS | **AGENDA ACTION FORM** | **AGENDA DATE:** 7-1-97 | **AGENDA ITEM NO.:** 6

DEPARTMENT: Public Works **By**: Michael D. Edwards, Public Works Director **Phone**: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes __ No X)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION:

Approve and adopt the following documents related to financing of the Government Center/Fleet Maintenance shop projects:

1. Resolution No. 97-1, A Resolution Adopting Bylaws;
2. Bylaws of the Corporation;
3. Resolution No. 97-2, A Resolution Appointing Time and Place of Regular Meetings;
4. Resolution No. 97-3, A Resolution Approving and Authorizing Execution and Filing of Exemption Application to State Franchise Tax Board;
5. Resolution No. 97-4, A Resolution Approving and Authorizing Execution and Filing of Various Federal Forms; and
6. Resolution No. 97-5, A Resolution Approving, Authorizing and Directing Execution of Certain Lease Financing Documents, and Authorizing and Directing Certain Actions With Respect Thereto.

See letter from bond counsel, David Oster, of Jones Hall, who will be present to address questions (Attachment #1).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously taken several actions related to application to the Rural Development Administration (RDA) for financing of these projects.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action; we will not be able to obtain the necessary financing as the RDA will not approve the closing of the loan.

COSTS: (X) Not Applicable

A. Budgeted current FY> $_____
B. Total anticipated Costs> $_____
C. Required additional funding> $_____
D. Internal transfers> $_____

COSTS: ( ) 4/5th Vote Required

A. Unanticipated revenues> $_____
B. Reserve for contingencies> $_____
C. Source description: >_____

Balance in Reserve Contingencies, If Approved:
$_____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

1. Letter from David Oster, Bond Counsel
2. Resolution No. 97-1
3. Bylaws of the Corporation
4. Resolution No. 97-2
5. Resolution No. 97-3
6. Resolution No. 97-4
7. Resolution No. 97-5

CLERK'S USE ONLY 97-2, 97-3, 97-4, 97-5

Res. No.: PFC 97-1 Ord. No.: _____
Vote - Ayes: 4 Noes: _____
Absent: Reilly Abstained: _____
☒ Approved ☐ Denied
☐ Minute Order Attached ☐ No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office
Date:
ATTEST: _____
MARGIE WILLIAMS, Clerk of the Board
By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:

This item on agenda as:

✓ Recommended
_____ Not Recommended
_____ For Policy Determination
_____ Submitted with Comment
_____ Returned for Further Action

Comment: _____

C.A.O. Initials: _____

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-1

A RESOLUTION ADOPTING BYLAWS

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation, that the Bylaws of the Mariposa County Public Financing Corporation, in the form hereto attached and incorporated herein by reference, are hereby adopted and approved and shall stand as the Bylaws of this Corporation until valid amendment thereof.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

Robert K. Stewart
President
Board of Directors

[S E A L]

ATTEST:

Rhonda Scherf - Deputy
~~MARGIE WILLIAMS~~,
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeffrey G. Green
JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

BYLAWS

of the

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION

ARTICLE I

OFFICES AND SEAL

Section 1. Offices. The principal office of the Corporation for the transaction of business shall be Board of Supervisors Chambers, Courthouse, 5088 Bullion Street, Mariposa, California 95338. The Board of Directors may, however, fix and change from time to time the principal office from one location to another by noting the change of address in the minutes of the meeting of the Board of Directors at which the address was fixed or changed. The fixing or changing of such address shall not be deemed an amendment to these Bylaws.

Section 2. Seal. The Corporation shall have a seal, consisting of two (2) concentric circles with the words "Mariposa County Public Financing Corporation," with the date of incorporation of the Corporation.

ARTICLE II

DIRECTORS

Section 1. Powers. Subject to the limitations of the Articles of Incorporation of the Corporation, the terms of these Bylaws, and the laws of the State of California, the powers of the Corporation shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

Section 2. Number. The Corporation shall have five (5) Directors. Directors are collectively to be known as the Board of Directors. The number of Directors may be changed by a Bylaw or amendment thereof duly adopted by the Board of Directors.

Section 3. Selection, Tenure of Office and Vacancies. The individuals who act as the members of the Board of Supervisors (the "Board of Supervisors") of Mariposa County (the "County") shall constitute the Board of Directors of the Corporation, and each member of the Board of Supervisors shall be and remain a member of the Board of Directors of the Corporation for so long as such member remains a member of the Board of Supervisors.

Section 4. Compensation. Directors shall serve without compensation but each Director may be reimbursed his or her necessary and actual expenses, including travel incident to his or her services as Director, pursuant to resolution of the Board of Directors. Any Director may elect, however, to decline said reimbursement.

Section 5. Organizational Meetings. Immediately following the annual meeting of the Board of Directors or any special meeting of the Board of Directors at which Directors shall have been elected, the Directors shall meet for the purpose of organizing the Board, the election

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

of officers, if required, and the transaction of such business as may come before the meeting. Pending such organization meeting, all officers of the Corporation shall hold over, except any officer required by law or these Bylaws to be a Director and who does not qualify as a Director. A Director elected at such meeting of the Board of Directors shall forthwith become a member of the Board of Directors for purposes of such organization.

In the event such an organizational meeting shall not be held immediately following such meeting of the Board of Directors, it shall thereafter be held at the next regular meeting or at a special meeting and notice thereof shall be given in the manner provided in Section 7 of this Article II for notice of special meetings.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time as the Board may fix by resolution from time to time; *provided, however*, that at least one regular meeting shall be held each year and such meetings shall, in all respects, conform to provisions of the Ralph M. Brown Act, being sections 54950 through 54961 of the Government Code of the State of California (the "Brown Act").

Section 7. Special Meetings. Special meetings of the Board of Directors shall be called, noticed and held in accordance with the provisions of section 54956 of the Brown Act.

Section 8. Quorum. A quorum shall consist of a majority of the members of the Board of Directors unless a greater number is expressly required by statute, by the Articles of Incorporation of the Corporation, or by these Bylaws. Every act or decision done or made by the vote of at least three (3) of the Directors present at a meeting duly held at which a quorum is present, shall be an act of the Board of Directors.

Section 9. Order of Business. The order of business at the regular meeting of the Board of Directors and, so far as possible, at all other meetings of the Board of Directors, shall be essentially as follows, except as otherwise determined by the Directors at such meeting:

(a) Report on the number of Directors present in person in order to determine the existence of a quorum.

(b) Reading of the notice of the meeting and proof of the delivery or mailing thereof, or the waiver or waivers of notice of the meeting then filed, as the case may be.

(c) Reading of unapproved minutes of previous meetings of the Board of Directors and the taking of action with respect to approval thereof.

(d) Presentation and consideration of reports of officers and committees.

(e) Unfinished business.

(f) New business.

(g) Adjournment.

Section 10. Resignation of Directors. Any Director of the Corporation may resign at any time by giving written notice to the President or to the Board of Directors; *provided, however*, in the event of such resignation, such Director's position shall remain vacant until a new member of the Board of Supervisors is elected to fill such Director's position. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

Section 11. Nonliability for Debts. The private property of the Directors shall be exempt from execution or other liability for any debts, liabilities or obligations of the Corporation and no Director shall be liable or responsible for any debts, liabilities or obligations of the Corporation.

Section 12. Indemnity by Corporation for Litigation Expenses of Officers, Directors and Employees.

(a) For the purposes of this section, "agent" shall mean any person who is or was a director, officer or employee of the Corporation.

(b) For the purposes of this section, "proceeding" shall mean any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative.

(c) For the purposes of this section, "expenses" shall mean, without limitation, attorney fees and any expenses incurred in the defense of the proceeding.

(d) In the event any proceeding is brought against an agent of the Corporation, either alone or with others (other than an action by or in the name of the Corporation, an action brought under section 5233 of the California Corporations Code, or an action brought by the California Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that that person was an agent of the Corporation, the Corporation shall indemnify that person against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful.

(e) In the event of a proceeding brought against an agent of the Corporation, either alone or with others, is brought by or in the right of the Corporation, or brought under section 5233 of the California Corporations Code, or brought by the California Attorney General for breach of any duty for any breach of duty relating to assets held in charitable trust, by reason of the fact that that person was an agent of the Corporation, the Corporation shall indemnify that person against expenses actually and reasonably incurred if that person acted in good faith, in a manner that person believed to be in the best interest of the Corporation and with such care, including reasonably inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(f) Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified. The agent's obligation to reimburse may be unsecured and no interest shall be charged thereon.

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ARTICLE III

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, a Vice President a Treasurer, a Secretary, an Executive Director and such other officers as the Board of Directors may appoint. The Corporation may also have, at the discretion of the Board of Directors, one or more Assistant or Deputy Secretaries and one or more Assistant Treasurers.

Section 2. Election of Officers. The Chair of the Board of Supervisors shall be the President of the Corporation. The Vice Chair of the Board of Supervisors shall be the Vice President of the Corporation. The County Administrative Officer shall be the Executive Director. The Clerk of the Board of Supervisors shall be Secretary of the Corporation. The Treasurer of the County shall be the Treasurer of the Corporation. The County Counsel shall serve as legal counsel to the Corporation.

Section 3. Subordinate Officers. The Board of Directors may elect or authorize the appointment of such other officers than those hereinabove mentioned as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws, or as the Board of Directors from time to time may authorize or determine.

Section 4. Removal of Officers. Any officer may be removed, either with or without cause, by a majority of the Directors then in office at any regular or special meeting of the Board, or, except in the case of an officer chosen by the Board of Directors, by any officers upon whom such power of removal may be conferred by the Board of Directors. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board of Directors may delegate the powers and duties of such office to any officers or to any Directors until such time as a successor for said office has been elected and appointed.

Section 5. President. The President shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the Board of Directors or be prescribed by the Bylaws.

The President shall also be the chief corporate officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Corporation. He or she shall preside at all meetings of the Board of Directors. He or she shall be *[ex officio]* member of all standing committees, and shall have the general powers and duties of management usually vested in the office of President of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 6. Vice President. In the absence or disability of the President, the Vice President, shall perform all the duties of the President and when so acting shall have all the powers of and be subject to all of the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as may from time to time be prescribed for him or her by the Board of Directors or by these Bylaws.

Section 7. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board of Directors may order, of all meetings of the Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings and the

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors of the Corporation, shall keep the corporate records in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 8. Treasurer. The Treasurer shall keep and maintain or cause to be kept and maintained adequate and correct amounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Directors. He or she shall disburse the funds of the Corporation as shall be ordered by the Board of Directors, shall render to the President and the Directors whenever they shall request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation, shall take proper vouchers for all disbursements of the funds of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 9. Assistant Secretaries and Assistant Treasurers. The Assistant or Deputy Secretaries and the Assistant Treasurers in the order of their seniority as specified by the Directors shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of the Secretary or Treasurer and shall perform such duties as the Board of Directors shall prescribe.

Section 10. Executive Director. The Executive Director shall be responsible for the day-to-day administration of the Corporation.

ARTICLE IV

OBJECTS AND PURPOSES

Section 1. Nature of Objects and Purposes. The business of the Corporation is to be operated and conducted in the promotion of its objects and purposes as set forth in Article II of its Articles of Incorporation.

Section 2. Dissolution. The Corporation may be dissolved by vote of the Directors, or by the action of the Board of Directors in accordance with the provisions of California law. Upon the dissolution of the Corporation, and after payment or provision for payment, all debts and liabilities, the assets of the Corporation shall be distributed to the County. If for any reason the County is unable or unwilling to accept the assets of the Corporation, said assets will be distributed to the Federal Government; to a state or local government for public purposes; or to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes and which has established its tax-exempt status under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986.

Section 3. Merger. The Corporation may merge with other corporations organized solely for nonprofit purposes, qualified and exempt from Federal taxation pursuant to section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 and from State taxation, upon compliance with the provisions of California law relating to merger and consolidation.

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

ARTICLE V

GENERAL PROVISIONS

Section 1. Payment of Money, Signatures. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation and any and all securities owned by or held by the Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

Section 2. Execution of Contracts. The Board of Directors, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 3. Fiscal Year. The fiscal year of the Corporation shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 4. Annual Audit. The affairs and financial condition of the Corporation shall be audited annually at the end of each fiscal year (as provided in Section 3 above) commencing with fiscal year 1996-1997 by an independent certified public accountant selected by the Board of Directors and a written report of such audit and appropriate financial statements shall be submitted to the Board of Directors prior to the next regular meeting of the Board of Directors of the Corporation following the completion of such audit. Additional audits may be authorized as considered necessary or desirable by the Board of Directors.

ARTICLE VI

EXEMPT ACTIVITIES

Notwithstanding any other provisions of these Bylaws, no Director, officer, employee or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder as they now exist or as they may hereafter be amended.

ARTICLE VII

AMENDMENT TO BYLAWS

These Bylaws may be amended by majority vote of the Board of Directors.

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

ADOPTED by the Board of Directors of the Mariposa County Public Financing Corporation on July 1, 1997.

Rhonda Scherf - Deputy
Secretary

SECRETARY'S CERTIFICATE

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of the Mariposa County Public Financing Corporation, a California nonprofit public benefit corporation; and

2. That the foregoing Bylaws constitute a full, true and correct copy of the Bylaws of said Corporation in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 7th day of July, 1997.

Rhonda Scherf - Deputy
Secretary

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-2

A RESOLUTION APPOINTING TIME AND PLACE OF REGULAR MEETINGS

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation that the first Tuesday in July of each year at the hour of 9:00 a.m., or shortly thereafter, in the Board of Supervisors Chambers, Courthouse, 5088 Bullion Street, Mariposa, California, 95338, is hereby appointed as the time and place for the regular meeting of this Board pursuant to Article II, Section 6 of the Bylaws of this Corporation.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

Robert M. Stewart
President
Board of Directors

[S E A L]

ATTEST:

Rhonda Scherf - Deputy
~~MARGIE WILLIAMS,~~
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeffrey G. Green
JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-3

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND FILING OF EXEMPTION APPLICATION TO STATE FRANCHISE TAX BOARD

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation, that certain Exemption Application to the State Franchise Tax Board (Form FTB 3500), is hereby approved and Jones Hall, A Professional Law Corporation, is hereby authorized to complete said Application and the Secretary is hereby authorized to execute said completed Application and directed to cause the filing of said Application with the State of California Franchise Tax Board.

BE IT FURTHER RESOLVED, that the Secretary of the Corporation be and is hereby designated the "person to contact" of this Corporation for purposes of the filing of Form No. FTB 3500.

BE IT FURTHER RESOLVED, that Form FTB 3520 (Power of Attorney) is hereby approved and that Jones Hall, A Professional Law Corporation, special counsel to the Corporation, is hereby authorized to complete said Form and the Secretary is authorized to execute said Form and is authorized to cause the appropriate filing of said Form.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION

President
Board of Directors

[S E A L]

ATTEST:

Rhonda Ickes - Deputy
~~MARGIE WILLIAMS~~,
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-4

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND FILING OF VARIOUS FEDERAL FORM

RESOLVED, by the Board of Directors of the Mariposa County Public Financing Corporation, that Federal Forms Nos. 1024 (Application for Recognition of Exemption under section 501(c)(4)), 2848 (Power of Attorney), SS-4 (Application for Employer Identification Number) and 8718 (User Fee for Exempt Organization Determination Letter Request) are hereby approved and that Jones Hall, A Professional Law Corporation, special counsel to the Corporation, is hereby authorized to complete said Forms and the Secretary is authorized to execute said Forms and is authorized to cause the appropriate filing of said Forms.

BE IT FURTHER RESOLVED, that the Secretary of the Corporation be and is hereby designated the "person to contact" of this Corporation for purposes of the filing of Federal Form No. 1024.

* * * * * * * *

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

President
Board of Directors

[S E A L]

ATTEST:

~~MARGIE WILLIAMS~~, - Deputy
Secretary of the Board of Directors

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

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MARIPOSA COUNTY PUBLIC FINANCING CORPORATION RESOLUTION NO. 97-5

A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

WHEREAS, the County of Mariposa (the "County") wishes to finance the construction and installation of a new County Government Center and a County Fleet-Heavy Equipment Maintenance Shop Building (collectively, the "Project"); and

WHEREAS, the County, working together with the Corporation, is proposing to proceed with a lease financing in order to provide permanent financing for the Project; and

WHEREAS, the documents below specified have been filed with the Corporation, and the Board, with the aid of its staff, have reviewed said documents;

NOW, THEREFORE, it is hereby ORDERED AND DETERMINED, as follows:

Section 1. That the below-enumerated documents be and are hereby approved and the President, Vice-President or Treasurer, or an authorized representative of such persons (collectively, the "Authorized Official") is hereby authorized and directed to execute, and the Secretary of the Corporation is hereby authorized and directed to attest and affix the seal of the Corporation to such documents in substantially the form of documents on file with the Secretary of the Corporation, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Official, upon consultation with bond counsel, and whose execution thereof shall be conclusive evidence of approval of any such additions or changes:

(a) the Site Lease, dated as of July 1, 1997, by and between the County, as Lessor, and the Corporation, as Lessee;

(b) the Lease Agreement, dated as of July 1, 1997, by and between the Corporation, as Sublessor and the County, as Sublessee;

(c) the Trust Agreement, dated as of July 1, 1997, by and between the Corporation, the County and the County Auditor, as Trust Administrator (the "Trust Administrator") relating to the financing, and the execution and delivery of certificates of participation evidencing the direct, undivided fractional interests of the owners thereof in the installment payments to be made by the County under the Lease Agreement (the "Certificates of Participation");

(d) the Assignment Agreement, dated as of July 1, 1997, by and between the Corporation and the Trust Administrator, pursuant to which the Corporation will assign certain of its rights under the Lease Agreement, including its right to receive the respective installment payments, to the Trust Administrator.

Section 2. The President, the Vice-President, the Treasurer, the Secretary of the Corporation and any other later authorized officers of the Corporation, are hereby authorized and directed, for and in the name and on behalf of the Corporation, to do any and all things and take any and all actions, including execution and delivery of any and all assignments,

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to effect the purposes of this Resolution and the financing herein authorized..

Section 3. This Resolution shall take effect from and after the date of its passage and adoption.

****

PASSED and ADOPTED this 1st day of July, 1997, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES: Balmain, Stewart, Parker, Pickard

NOES: None

ABSENT: Reilly

ABSTAINED: None

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

President
Board of Directors

[S E A L]

ATTEST: APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

~~MARGIE WILLIAMS~~,
Secretary of the Board of Directors

JEFFREY G. GREEN
Corporation Counsel

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

MEMORANDUM

To: Interested Parties

From: David J. Oster

Date: June 26, 1997

Re: County of Mariposa, County Government Center Financing

On July 1, 1997, the Mariposa County (the "County") Board of Supervisors and the Mariposa County Public Financing Corporation (the "Corporation") will each be asked to approve resolutions authorizing the lease financing of the County Government Center and the Fleet Maintenance Shop Building (together, the "Project"), through Certificates of Participation ("COPs") purchased by the U.S. Department of Agriculture, Rural Development.

COP financing involves the creation of a stream of revenue in which the purchaser of the COPs is entitled to share. In this case, the underlying structure will be a lease financing and the revenue to repay the COPs will be lease payments. It is therefore necessary for the County to enter into a Lease Agreement pursuant to which it will make lease payments in consideration of the use and possession of the Project. Since the County already has legal title to the property on which the Project will be built, it must first transfer an interest to the Corporation under the Site Lease. The way in which the lease payments are transferred from the Corporation to make payments on the COPs is by assignment pursuant to an Assignment Agreement.

To implement the foregoing, the resolutions approve execution of the following specific documents:

1). Site Lease. As current owner of the land on which the Project will be built, the County must first lease such land to the Corporation under the Site Lease. Under the Site Lease, the Corporation agrees to use the site for the sole purpose of financing the construction of the Project and leasing the site and the completed Project back to the County under the Lease Agreement, all for a nominal rent payment of $1.00 payable at closing.

2). Lease Agreement. Current with the execution and delivery of the Site Lease, the County leases the site and the completed Project back from the Corporation under a Lease Agreement. Under the Lease Agreement, the County agrees to pay semiannual

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

Attachment 1

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rent payments on June 15 and December 15 in each year, in an amount sufficient to pay debt service when due. The Corporation appoints the County as its agent for purposes of constructing the Project under the Lease Agreement.

3). Assignment Agreement. Under the Assignment Agreement, the Corporation assigns its rights under the Lease Agreement to the County Auditor, as Trust Administrator. As a result of such assignment, all of the Lease Payments payable by the County under the Lease Agreement will be paid directly to the Trust Administrator.

4). Trust Agreement. This document specifies all of the terms and conditions relating to the COPs, including the maturity schedule, payment provisions and prepayment provisions. All of the Lease Payments which are paid by the County to the Trust Administrator will be deposited into a Lease Payment Fund to be used to pay principal and interest represented by the COPs when due. Proceeds of the COPs will be used to pay costs of issuance and fund the Construction Fund. The Construction Fund will be held by the Trust Administrator and used to pay Project costs upon requisitions of the County.

DJO:brf

Attachment: Public Finance Corp Bylaws - 1997 (13094 : Public Finance Corporation Annual Meeting FY23)

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MARIPOSA COUNTY PUBLIC FINANCE CORPORATION RESOLUTION NO. _____
A RESOLUTION APPOINTING TIME AND PLACE OF REGULAR MEETINGS

RESOLVED by the Board of Directors of the Mariposa County Public Financing Corporation that the regular meetings of this Board, pursuant to Article II, Section 6 of the Bylaws of this Corporation, will be held concurrently with the first regularly scheduled meeting of the Mariposa County Board of Supervisors in the month of July each year. Regular meetings will be held in the Board of Supervisors Chambers at 5100 Bullion Street in Mariposa, California, 95338.

PASSED and ADOPTED this 12th day of July, 2022, by the Board of Directors of the Mariposa Public Financing Corporation, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

MARIPOSA COUNTY PUBLIC
FINANCING CORPORATION

_____
Rosemarie Smallcombe, President

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

_____

Attachment: Public Finance Corp Meeting Resolution (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA PUBLIC FINANCE CORPORATION MEETING

May 18, 2021

I. Call to Order

9:37 AM Chair Menetrey convened the meeting, noting that the agenda erroneously lists Rosemarie Smallcombe as the President. The following officers were present: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe, and Miles Menetrey.

II. Election of Officers

No public comment.

ACTION: Miles Menetrey was selected as the 2021 Public Finance Corporation President.

Long (M); Forsythe (S). Passed unanimously.

III. Public Comment for Items not on the Agenda

None.

IV. Regular Business

a. Approval of Minutes of March 26, 2019

ACTION: Minutes Approved.

Smallcombe (M); Long (S). Motion passed 3-0, with Sweeney and Forsysthe abstaining.

b. Report of Activities

Dallin Kimble/County Administrative Officer noted that this, the Compost Facility loan, is the last loan left. He advised that we pay $59,000 per year on it, and that is will carry a balance due of $2,493,000 at the end of this year, with the maturity date being December 1, 2043. No public input.

VI. Other Business

None.

VI. Adjourn Public Finance Corporation

9:42 PM President Menetrey adjourned the Mariposa County Public Finance Corporation meeting.

Minutes submitted by René LaRoche, Clerk of the Board

DRAFT

Attachment: 5-18-21 Public Finance Corp Minutes (13094 : Public Finance Corporation Annual Meeting FY23)

MARIPOSA PUBLIC FINANCE CORPORATION MEETING

March 15, 2022

DRAFT

Attachment: 3-15-22 Public Finance Corp Minutes (13094 : Public Finance Corporation Annual Meeting FY23)

I. Call to Order

9:26 AM Chair Smallcombe convened the meeting. The following officers were present: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe, and Miles Menetrey.

II. Election of Officers

No public comment.

ACTION: Miles Menetrey was selected as the 2022 Public Finance Corporation President.

Forsythe (M); Long (S). Passed unanimously.

ACTION: Wayne Forsythe was selected as the 2022 Public Finance Corporation Vice-President.

Smallcombe (M); Sweeney (S). Passed unanimously.

III. Public Comment for Items not on the Agenda

None.

IV. Regular Business

a. Approval of Minutes of May 18, 2021

ACTION: Minutes Approved.

Smallcombe (M); Forsythe (S). Passed unanimously.

b. Report of Activities

Dallin Kimble/County Administrative Officer noted that the Compost Facility loan is the last loan left. He advised that we pay $64,000 per year on it, and that it will carry a balance due of $2,367,000 at the end of this year, with the maturity date being December 1, 2043. No public input.

VI. Other Business

None.

VI. Adjourn Public Finance Corporation

9:35 AM President Menetrey adjourned the Mariposa County Public Finance Corporation meeting.

Minutes submitted by Tracy Gauthier, Deputy Clerk of the Board II

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-448

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Measure O Sales Tax

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the Board of Supervisors Chair to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax; Approve Preparatory Agreement and Administration Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreements.

This resolution authorizes the Chair to sign the "Preparatory Agreement" and "Administration Agreement" with the CDTFA which allows the CDTFA to begin the process of implementing the Measure O sales tax increase approved by the voters on June 7, 2022 and certified by the County Clerk on June 24, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously signed the documents for voter approved sales tax increases.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Sales tax increases are effective quarterly and a negative action would delay the implementation of the increase.

FINANCIAL IMPACT:
None

ATTACHMENTS:
03_County_Resolution to Sign Agreements_rev2017_coco edits (PDF)
01_County_Preparatory Agreement_rev2017 (PDF)
02_County_Administration Agreement_rev2017 (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 7/26/2022 9:00 AM

REF ID# 13169

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE COUNTY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the County of Mariposa, hereinafter called *County*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the County and whose ordinance has been adopted by the County.

2. County agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the County's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the County.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. County shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

Attachment: 01_County_Preparatory Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

6. The amount to be paid by County for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars ($175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to County shall be addressed to:

County Adminitratvive Office

PO Box 784

Mariposa, CA 95338

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer County's transactions and use tax ordinance has been completed and the Department has received all payments due from County under the terms of this agreement.

COUNTY OF MARIPOSA	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
By _____ (Signature)	By _____ Administrator
Rosmarie Smallcombe (Typed Name)	
Board of Supervisors Chair (Title)	

(Rev. 10/17)

Attachment: 01_County_Preparatory Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

AGREEMENT FOR STATE ADMINISTRATION OF COUNTY TRANSACTIONS AND USE TAXES

The County Department of Supervisors of the County of Mariposa has adopted, and the voters of the County of Mariposa (hereafter called "County" or "District") have approved by the required majority vote, the County of Mariposa Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7251, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "County Ordinance" shall mean the County's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2021-587, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II

ADMINISTRATION AND COLLECTION OF COUNTY TAXES

A. Administration. The Department and County agree that the Department shall perform exclusively all functions incident to the administration and operation of the County Ordinance.

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

B. Other Applicable Laws. County agrees that all provisions of law applicable to the administration and operation of the State Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the County Ordinance. County agrees that money collected pursuant to the County Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to County the amount to which County is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the County Ordinance shall be transmitted to County periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by County's self-imposed limits or by final judgment of any court of the State of California holding that County's ordinance is invalid or void, all district taxes collected under the provisions of the County Ordinance shall be transmitted to County not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the County designated and authorized by the County. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the County Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and County as their interests appear.

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of County for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and County shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the County under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the County to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the County, pertaining to the ascertainment of transactions and use taxes collected for the County. Information obtained by the County from examination of the Department's records shall be used by the County only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. County agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended County boundary. In the event the County shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the County showing the area annexed and the location address of the property nearest to the extended County boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The County agrees to pay to the Department as the Department's cost of administering the County Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the County.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the County shall be addressed to:

County Administrative Officer

PO Box 784

Mariposa, CA 95338

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on October 1, 2022. This Agreement shall continue until December 31 next following the expiration date of the County Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the County Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. County shall give the Department written notice of the repeal of the County Ordinance not less than 110 days prior to the operative date of the repeal.

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

ARTICLE VI

ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the County shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the County shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that County's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by County to Department to prepare to administer the County Ordinance.

2. County will pay to Department and allow Department to retain Department's cost of administering the County Ordinance in the amounts set forth in Article IV of this Agreement.

3. County will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. County will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by County.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding County's Ordinance invalid or void becomes final. Thereafter Department shall bill County on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. County shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

COUNTY OF MARIPOSA	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
By _____ (Signature)	By _____ Administrator
Rosemarie Smallcombe (Typed Name)	
Board of Supervisors Chair (Title)	

Attachment: 02_County_Administration Agreement_rev2017 (RES-2022-448 : Measure O Sales Tax)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-449

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Sales Tax Authorize Examination of Records

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records by the County Administrative Officer, Auditor, or Designee.

This resolution allows the County Administrative Officer, or Auditor-Controller the authority to examine sales or transactions and use tax data. It further authorizes the County Administrative Officer the authority to designate in writing any other officer or employee of the County to review the data.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the County Administrative Officer and Auditor-Controller this authority.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would limit the County's ability to review the data for planning and economic purposes.

FINANCIAL IMPACT:
None

ATTACHMENTS:
07A_District_Updated Resolution For Examination of Confidential Records (DOC)

RESULT: WITHDRAWN AND RESCHEDULED Next: 7/26/2022 9:00 AM

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-432

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Grant Permission to Habitat for Humanity of Mariposa County to Conduct a Resid

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RECOMMENDATION AND JUSTIFICATION:
Grant permission to Habitat for Humanity of Mariposa County to conduct a residential development feasibility study on County owned parcels at no cost to the County.

Since 2008, Habitat for Humanity of Mariposa County (Habitat) has been a dedicated community partner that has built five (5) homes for Mariposa families. One of the main challenges Habitat faces is the high cost of land and infrastructure. Habitat would like to explore some options for partnering with the County to develop housing on County-owned parcels for the benefit of families in our community.

Habitat is requesting permission to study County-owned parcels. The study could consist of visiting parcels, consulting with County Planning, Public Works and Administration staff, gathering opinions from Habitat sub-contractors and gathering preliminary title reports. This information would then be used by Habitat to form a proposal that would be presented back to the Board of Supervisors.

Some of the first parcels that Habitat would like to study are 12-90-0070, 12-90-0060, and 12-90-0320 on Old Toll Rd and 11-182-0010, 11-171-0040 and 11-90-0050 in Hornitos. Additional vacant properties may be of interest as the study progresses.

There is no direct cost to the County for this study to be completed beyond the normal scope of staff duties. As the study may also provide solutions and insights valuable to the County and our community, staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES. 2017-650 On September 26, 2017, the Board approved waiving fees incurred by Habitat for Humanity (Habitat) to process two conditional use permit applications and two design review applications for two houses to be built on Stroming Road for low-to-very-low income families.

RES 2018-17 On January 9, 2018,The Board approved reimbursing (waiving) fees of up to $8,846 in building permit fees for 5055 and 5063 Stroming Rd. A decision was made to authorize an estimated reimbursement amount.

RES 2020-746 This item authorizes staff to reimburse Habitat for Humanity of Mariposa County (Habitat) up to $20,000 in development fees per year for the current and four succeeding fiscal years. Reimbursements will be based on actual fees paid. This recommendation is consistent with Section 2.3.d of the General Plan 2019-2024 Housing Element.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives are not presented as this action is only an approval to conduct a feasibility study. Negative action would not grant the approval.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-433

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: State Travel Program Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Citibank, N.A. for Participation in the California Department of General Services Statewide Travel Program; Authorize the Board of Supervisors Chair to Sign the Agreement; and Authorize the Auditor and CAO to Complete Any Other Paperwork Necessary to Implement the Statewide Travel Program (Subject to Approval as to Legal Form by County Counsel).

Participation in the Statewide Travel Program would provide the County with access to negotiated rates for airfare, car rentals, hotels, and other travel-related services. Because services are invoiced to the County, it also eliminates the need for employees to cash flow work-related travel expenses until a reimbursement can be issued. Virtual Card Numbers (VCNs) issued through Citibank further allow for greater control of purchases and reduced risk of card theft or other fraudulent activity.

This item would include the County in the Statewide Travel Program through October 31, 2023. It is anticipated that a new agreement will be available to continue the program sometime next year. There is no cost to join the program; the County pays only when it uses services.

In addition to the attached agreement, additional forms are required to start the Statewide Travel Program. These forms do not require a signature and include confidential bank, PIN, or similar information. Staff is requesting the auditor and CAO be assigned to complete and submit these forms so the program can be implemented.

While no implementation date is included here, and staff will work to implement the program as quickly as possible upon approval, it is anticipated that County use of the program would effectively begin on or around September 1, 2022. The intervening time will be used to integrate the Statewide Travel Program with the County's ERP for local tracking and accountability.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 28, 2022, the Board had a discussion on the purchasing ordinance, three related policies, and possible participation in the statewide travel program. Staff was

directed to move forward with participation in the statewide travel program.

On July 12, 2022, the Board approved amendments to the purchasing ordinance that refocuses that code section on the establishment of authority pursuant to Government Code 25500 - 25509.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction to understand how to proceed.

FINANCIAL IMPACT:
Travel expenses are already included in the FY23 budget. This program is expected to save the County on the cost of travel.

ATTACHMENTS:
Agreement Amendment for Signature (PDF)
Statewide Travel Program Master Agreement (PDF)
Master Agreement Additional Provisions (PDF)
Amendment Scope of Work (PDF)
Overview of STP Services (PDF)
Benefits Statewide Travel Program (PDF)
Virtual Card Numbers Information (PDF)
Benefits of Virtual Card Numbers (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 7760-5159906-A2

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
5159906	2	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
County of Mariposa

CONTRACTOR NAME
Citibank, N.A.

2. The term of this Agreement is:

START DATE
July 27, 2016

THROUGH END DATE
October 31, 2023

3. The maximum amount of this Agreement after this Amendment is:
$0.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Participating Agreement term is extended two years. Participating Agreement expiration date is changed from October 31, 2021 to October 31, 2023.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Citibank, N.A.

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
388 Greenwich Street. 28th Floor	New York	NY	10013

PRINTED NAME OF PERSON SIGNING	TITLE
Paul Horn	VP, Managing Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
° ¸ðçìçì	8/11/2021

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
County of Mariposa

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
5100 Bullion Street	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Rosemarie Smallcombe	Board of Supervisors Chair

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

Attachment: Agreement Amendment for Signature (RES-2022-433 : State Travel Program Agreement)

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
5159906
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of General Services

CONTRACTOR'S NAME
Citibank, N.A.

2 The term of this Agreement is: Upon DGS Approval through October 31, 2019 With (2) two-year options to extend

3. The maximum amount of this Agreement is: $ 0.00

4. The parties agree to comply with the terms and conditions of RFP 5159906 which is incorporated and with the following exhibits which are by this reference made a part hereof:

Exhibit A: Scope of Work	7 Pages
Exhibit B: Budget Detail and Payment Provisions	2 Pages
Exhibit C: Terms and Conditions (GTC 610 as modified)	4 Pages
Exhibit D: Additional Provisions	6 Pages
Exhibit E: Insurance Requirements	3 Pages
Exhibit F: Definitions	3 Pages
Attachment 6: Technical Proposal	133 Pages
Attachment 7: Cost	1 Page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Citibank, N.A.

BY *(Authorized Signature)*: Paul Horn
DATE SIGNED *(Do not type)*: 20 Jul 2016

PRINTED NAME AND TITLE OF PERSON SIGNING
Paul Horn VP, Managing Director

ADDRESS
388 Greenwich St NY NY 10013

STATE OF CALIFORNIA

AGENCY NAME
Department of General Services

BY *(Authorized Signature)*: for Jim Butler
DATE SIGNED *(Do not type)*: 7/27/16

PRINTED NAME AND TITLE OF PERSON SIGNING
Jim Butler, Deputy Director

ADDRESS
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

California Department of General Services Use Only

ADDRESS

APPROVED
JUL 27 2016
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

☐ Exempt

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Exhibit A: Scope of Work

The Department of General Services (DGS), Office of Fleet and Asset Management (OFAM), Statewide Travel Program (STP) hereinafter referred to as the "State" or "DGS/STP" is contracting for a provider of a Travel Payment System (TPS) to pay, manage, reconcile and report statewide travel and travel-related services.

1. SCOPE OF WORK

A. The State and Citibank, N.A. (hereinafter referred to as the "Contractor"), hereby agree that Contractor will provide TPS services to State Agencies and Optional Users (also referred to as "Participating Entities") in accordance with the terms and conditions of this Agreement.
B. Travel and travel-related expenses include but are not limited to airfare, travel agency transactions, commercial car rentals, rail tickets, ground transportation, electronic toll collection systems, parking, lodging, meeting and conference rentals, meals and incidentals.

2. TERM

A. The term of this Agreement is upon contract execution through October 31, 2019. Contract execution is upon the State's signature and approval from the DGS, Office of Legal Services.
B. Payment accounts set up and implementation activities will be provided at no-cost to the State.
C. Should the Contractor fail to commence work at the agreed upon time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the actual cost of engaging another contractor to perform the work.
D. The "Go Live" Date shall be November 1, 2016.
E. The State reserves the right to extend the term for two (2) optional two-year periods.
F. In addition to any other provision of this Agreement, the State may terminate this Agreement or cancel a portion of the service for any reason with thirty (30) days written notice.

3. ORDER OF PRECEDENCE

In the event of a discrepancy and/or inconsistency between the articles, attachments, or provisions which constitute this Agreement, the following descending order of precedence shall apply:

1. Exhibit A: Scope of Work
2. Exhibit B: Budget Detail and Payment Provisions
3. Exhibit C: Terms and Conditions (GTC 610 as modified)
4. Exhibit E: Insurance Requirements
5. Exhibit F: Definitions
6. Contactor's Technical Proposal
7. Contractor's Cost Proposal
8. Exhibit D: Additional Provisions

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

4. CONTRACT ADMINISTRATORS

All inquiries during the term of this Agreement will be directed to the representatives listed below:

DGS/STP Contract Administrator
Lori Wasson
707 3rd Street, MS 600
West Sacramento, CA 95605
PH: (916) 376-3992
FAX: (916) 376-3999
Email: lori.wasson@dgs.ca.gov

Contractor's Contract Administrator
TBD

5. RESPONSIBILITIES

A. Contractor is responsible for providing a TPS in accordance with this Agreement.
B. DGS/STP is responsible for the statewide administration of TPS services and developing User Instructions for Participating Entities.

6. PAYMENT ACCOUNTS

A. Contractor shall provide the following payment accounts:
    1. Direct Bill Accounts
    2. Virtual Card Number Accounts (VCN)
    3. Individual Liability Accounts
B. The State may cancel payment accounts with thirty (30) days written notice.
C. Accounts must link to STP's separately contracted Travel Management Services (TMS) provider, CalTravelStore, and Online Booking Tool (OBT), Concur, through the Global Distribution System (GDS), Sabre.
D. Contractor shall issue any VCN through the GDS and OBT.
E. At any time, the State may amend this Agreement to enable Contractor to provide additional payment accounts at no-cost to the State.

7. IMPLEMENTATION

A. Contractor shall set up and implement existing payment accounts by the "Go Live" date in thefollowing order of priority:
    1. State Agency Direct Billed Accounts
    2. Optional Users Direct Billed Accounts
    3. Individual Liability Accounts
    4. All VCN Accounts
B. A naming convention for set up of accounts will be determined through mutual agreement between the State and the Contractor. The naming convention will be maintained and used for all payment accounts throughout the term of this Agreement.
C. Within 30 days of award, Contractor shall finalize and submit a final implementation plan to STPfor approval and initiation.
D. Contractor will work with the State Contract Administrator to meet all elements of the agreedupon implementation plan.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

8. AUTHORIZATION TO RENDER SERVICES

Unless otherwise provided in this Agreement, Contractor may not decline a California State Agency's request to utilize services offered under this Agreement.

Prior to rendering services, Contractor and a California State Agency or Optional User (as applicable) must execute a separate participating agreement that incorporates all of the terms of this MSA by reference and may contain additional specific terms and conditions, none of which may alter, rescind, or be in conflict with the terms and conditions of this MSA. For California State Agencies such participating agreement shall be in the form of the standard agreement, Std. 213; and for Optional Users shall be in a form specified by DGS/STP and the Contractor. The duly executed Std. 213 and appropriate form for Optional Users are herein referred to as the "Participating Agreement."

The Participating Agreement shall describe the particular requirements of the Participating Entity, usually reflected in the scope of work and payment provisions. California State Agencies' Participating Agreements shall be processed in accordance with State contracting laws, policy and procedures.

9. ENROLLMENT

A. Prior to the "Go Live" date Contractor shall provide procedures to enroll new Participating Entities along with an enrollment package to DGS/STP for approval.
B. The enrollment package will include an application and a Participating Agreement form that stipulates Participating Entities agree to follow the terms and conditions of this Agreement. The application should include the sentence: "The parties agree to comply with the terms and conditions of MSA 5159906 which is referenced and made a part of this transaction."
C. DGS/STP reserves the right to modify the enrollment package at any time.
D. DGS/STP will provide enrollment packages to eligible Participating Entities.
E. DGS/STP will review all completed enrollment packages submitted by Participating Entities.
F. Contractor will set-up and activate payment accounts within 10 business days.
G. Each Optional User will be subject to credit verification by the Contractor and imposed limits or restrictions based on credit worthiness.

10. CARD DESIGN

A. Contractor will be responsible for the embossing and printing of any physical cards. Card design must be a distinctive "California Card" so that Cardholders can be readily identified.
B. The final content and design of the cards will be determined by Contractor with approval from the DGS/STP. Contractor agrees that the card design will include, at a minimum:
   1. State of California designation
   2. Statement "Official Government Travel Only"
C. The DGS/STP and the Contractor will agree upon any other design features that would assist with card acceptance and fraud prevention.

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11. ACCOUNT ISSUANCE

A. Contractor will supply account numbers for cardless accounts within 7-10 business days of receiving account set up information.
B. Contractor will mail any physical cards within 7-10 business days of receiving Cardholder account set up information.

12. RESTRICTIONS AND LIMITS

A. Contractor will prohibit use of cash advances or withdrawals at ATMs for all payment accounts.
B. Contractor agrees to suspend, impose, and/or set limits and restrictions on payment accounts as specified by DGS/STP to include but not be limited to:
   1. Limiting the types of transactions allowed.
   2. Limiting the dollar amount of transactions that can be applied to the account within a particular time period.
   3. Limiting the length of time a VCN account remains active.
   4. Suspending accounts at 60 days past due.

13. ONLINE DATA MANAGEMENT AND REPORTING

A. The Contractor will provide online, a web based system for:
   1. Travel account management.
   2. Transaction data review, collection and management.
   3. Administration of accounts.
   4. Reporting output and data transfer.
B. The web based system must have permission controls based on hierarchy set up, authorities and access to real-time data.
C. Data management and reporting system will be available 24 hours a day, 7 days a week. Routine system upgrades should be installed during off business hours (e.g., weekends or before 7:00 a.m. and after 6:00 p.m. (PT) Monday through Friday).

14. STATEMENTS AND RECONCILIATION

A. Contractor shall issue statements online at the end of each billing cycle.
B. Contractor will provide an online data management and reporting system and travel spend data for reconciliation.
C. Contractor will provide drill down capabilities for transaction data.
D. Contractor shall have an established collection process for delinquent accounts.
E. The DGS/STP and the Contractor will agree upon process and procedures.

15. DATA CAPTURE CAPABILITIES AT POINT OF SALE INFORMATION

A. Contractor must capture Level I-III data specifications as provided by merchants.
B. Data capture capabilities must include variable and flexible data fields.
C. The DGS/STP and the Contractor may agree to reservation data capture, electronic data capabilities and option for scalability.

16. REPORTING

A. Contractor will provide report generating and archiving capabilities from a centralized web-based system.

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B. Contractor must produce the following Contractor standard reports when requested by DGS/STP:
   1. Administrator's Mail/Phone List/Email Mail/Phone List/Email
   2. Cardholder Activity
   3. Supervisory Summary
   4. Office or Unit Activity
   5. City-Pairs
   6. Vendor Usage
   7. Merchant Activity
   8. Small or DVBE Merchants
   9. 1099 Information
   10. Cardholder Report
   11. State Volume Report
   12. Lost/Stolen Cards
   13. Disputed Transactions
   14. Airline Report
   15. Hotel Report
   16. Car Rental Report
   17. Taxi Report
   18. Rail Report
   19. Declined Transaction
   20. Industry Spend
   21. Comprehensive Travel Spend
   22. Comprehensive Meeting and Conferences Spend
   23. Comprehensive All-Inclusive Spend
   24. Comprehensive Travel Spend by Entity
   25. Monthly Past Due Status Reports
   26. Monthly Incentives Status Reports
   27. Quarterly Incentives Status Reports.
   28. Annual Incentives Reports
   29. Large ticket interchange items
   30. Prompt payment reports

C. Contractor will work with the DGS/STP to provide ad hoc reporting during the term of the contract at no cost to the State.

17. TRAINING

A. Prior to the "Go Live" date, the Contractor will provide a training plan identifying training types, schedules, user reference guides and additional training material.

B. Throughout the term of the MSA, Contractor will provide ongoing training at no-cost to the Participating Entities including, at a minimum:
   1. Online web based training
   2. Onsite training
   3. Onsite and/or web based user group forums
   4. Written user reference guides and related materials

18. PERSONNEL RESOURCES

A. Contractor agrees to designate at least one Account Manager with a minimum of five years' experience handling large accounts for contract support, escalation issues, day-to-day account management support, to perform the following:
   1. Be available to the STP between 8:00 a.m. – 5:00 p.m. (PT), Monday through Friday.

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2. Return calls to the STP within two (2) business hours.
3. Meet in Sacramento within twenty four (24) hours' notice.
4. Participate in quarterly meetings to review performance, quarterly reports, and customer service issues.

B. Contractor will assign staff to handle account settlement inquiries, payment discrepancy resolution, online system access assignment, training and updates for Program Administrators.

C. Contractor will provide a dedicated customer service team to support the TPS throughout the term of the MSA by providing:
1. A designated customer service team for Cardholder support.
2. Technical support for the online data management and reporting system.
3. Qualified personnel familiar with all aspects of the State's program.
4. Dedicated resources as necessary to ensure effective and efficient service.
5. A domestic and international toll-free phone number available to Cardholders 24 hours a day, every day of the year.
6. An established escalation process to resolve issues.

D. Within 15 days of contract execution, Contractor shall provide the DGS/STP with contact information for assigned personnel including but not limited to:
1. Contractor's Key Account Manager
2. Contractor's additional assigned staff
3. Customer service unit information

E. The Contractor shall notify the State in writing within fourteen (14) calendar days of an Account Manager change and provide the State with at least one (1) replacement candidate that will meet or exceed the experience and skill level of the Account Manager being replaced.
1. The State shall not compensate the Contractor for any time or effort required to prepare the new Account Manager for work on the project.
2. The State, for cause, reserves the right to require the Contractor to replace an assigned Account Manager at any time. The State will notify the Contractor in writing when exercising that right, providing the Contractor with the cause. The Contractor, within fourteen (14) calendar days of such notification, shall provide a replacement candidate that meets or exceeds the experience and skill level of the Account Manager being replaced.

19. END OF CONTRACT TRANSITION

A. All initial charge activity under this Agreement shall be completed on or before the expiration date of the Agreement.
B. If account reconciliation occurs after the contract expiration date or if this Agreement is terminated, the Contractor agrees to resolve all credit transaction(s).
C. Contractor agrees to provide customer support and account close out after expiration or termination of the MSA.

20. SECURITY AND CONFIDENTIAL INFORMATION

A. Throughout the term of the MSA, Contractor agrees to meet applicable Payment Card Industry (PCI) and Data Security Standards (DSS).
B. Participating Entities will safeguard information regarding Cards, Accounts numbers, passwords, personal identification numbers and other sensitive information provided by Contractor in a manner that is consistent with those applicable to the Participating

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Entities' other accounts. Each party will utilize commercially reasonable efforts to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information.

C. Customer Confidential Information – Contractor and Participating Entities agree that any non-public financial information of Participating Entities' and any non-public data regarding Participating Entities' accounts, transactions, charges, spending volume or repayment terms is Confidential Information of the Participant and such information shall be circulated by Contractor only to the extent necessary for Contractor to perform services to the TPS contract.

D. The Contractor will keep in confidence and safeguard all confidential information obtained during the term of the contract. The Contractor agrees that personnel performing work under this contract will maintain confidentiality regarding the State's routines, exposed written material or sensitive information, etc. The Contractor has legal and ethical responsibilities to protect the privacy, confidentiality and security of all documents containing personal and confidential information. The Contractor agrees to discuss confidential information only in the work place and only for job related purposes and will not discuss such information outside of the work place or within hearing of other people who do not have a need to know about the information. Contractor's responsibility to confidentiality extends to the personnel employed by the Contractor and continues even after the contract has ended. In the event of a breach or threatened breach of confidentiality, the State will pursue all available remedies up to and including termination of the contract.

21. INCENTIVES

A. Total Spend Incentives are based on Total Spend and will stay in effect for the entire contract term, including the referenced exercised option year(s).
   1. The Total Spend Incentive must be provided to the DGS/STP annually, within ninety (90) days of the contract period of performance anniversary.
   2. The incentive will be made payable to: DGS/OFAM/STP.
   3. The Total Spend Incentive to be received annually by DGS/OFAM/STP is calculated as: Appropriate BP (percentage) from Attachment 7: Cost x Total Spend Volume minus 180 day credit losses and charge-offs.

B. Prompt Payment Incentives will be calculated annually based on the average speed of pay in a twelve (12) month period. The speed of pay is the number of days from the monthly statement date to the time the payment is received by the bank. Contractor shall identify the average speed of pay in a twelve (12) month period and apply the appropriate BP from Attachment 7: Cost. The Prompt Payment Incentive will stay in effect for the entire contract term, including referenced exercised option year(s).
   1. The Prompt Payment Incentive must be provided annually throughout the term of the contract.
   2. The Prompt Payment Incentive will be paid directly to Participating Entities.
   3. The Prompt Payment Incentive will not be calculated with or affect the Total Spend Incentive and/or the resulting payment.

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Exhibit B: Budget Detail and Payment Provisions

1. PAYMENTS

A. Participating Entities will be financially responsible to the Contractor for direct bill accounts and cardholder accounts that are issued directly to the Participating Entity.
B. Individual liability billed accounts are issued based on the individual's credit and will be the sole responsibility of the individual employee for all charges incurred.
C. Government Code Section 927 for prompt payment does not apply to individual liability cards issued directly to the individual.

2. INVOICING

A. Upon receipt and approval of the invoice, the Participating Entity will compensate the Contractor for actual expenditures incurred.
B. Invoices will be submitted monthly in arrears to each Participating Entity. The invoice shall include:
    - Contract Agreement Number
    - Authorized User's Name
    - Date of Invoice
    - Time period covered/Date of Service
    - Transactions completed for the period shall be identified
    - Contact information for billing comments or inquiries such as a telephone number, fax number and address
C. Upon receipt of invoices and subsequent approval by the Participating Entity's designated representative(s), the Participating Entity will pay the Contractor. The State does not accept payment liability of individual liability cards or other Participating Entities. However, credit losses may be deducted from the Total Spend incentive.
D. Contractor will indicate charge backs and adjustments (including Credits) to the Participating Entity on their invoices.
E. The Cardholder will notify Contractor of any disputed item on a submitted invoice.

3. PROMPT PAYMENT CLAUSE

A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Optional Users must adhere to Government Code Chapter 4.5, commencing with Section 927, unless they provide the DGS/STP Contract Administrator with a conflicting legal prompt payment provision they are required to adhere to.

4. CONTRACTOR OVERPAYMENTS

B. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the contractor service center to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
C. If Contractor discovers they have received an overpayment, Contractor must notify the State and refund the overpayment immediately.

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5. **FEES**

Contractor shall not charge any fees, with the exception of a foreign transaction fee. A foreign transaction fee will not exceed 2.5% for any such transaction. If an account is used for purchases in a country other than the United States, the statement shall reflect the conversion of transactions into US Dollars that occurred in a different currency.

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Exhibit C: General Terms and Conditions (GTC 610 as modified)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: Neither party may sell, assign or transfer this Agreement or any part thereof without the written consent of the other party provided, however, that upon consent of the State, which shall not be unreasonably withheld, conditioned or delayed, the Contractor may assign any or all of its rights and/or transfer any of its obligations under this Agreement to any branch or affiliate of Contractor.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies to the extent arising directly from Contractor's negligence or willful misconduct in connection with the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement upon notice to the Contractor in writing and, except as otherwise provided in this Agreement, be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided should Contractor not remedy such failure within thirty (30) days, or such other longer period as the State determines in its sole discretion, after being notified in writing. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. The State shall be obligated to pay all amounts (other than disputed charges in the dispute process) charged to the accounts, plus any applicable charges and fees.

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8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:

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1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by

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the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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Exhibit D: Additional Provisions

1. DEFINITIONS

"**Account**" means each credit account established by the Contractor under the Program, including, without limitation, as the context requires, those accounts associated with Cards and Special Use Accounts.

"**Billing Currency**" means U.S. Dollars.

"**Card**" means a physical card issued by the Contractor in connection with an Account.

"**Participating Entity**" means each State Agency and Optional User designated by the State to participate in the Program, and such other entity related to the State that the Contractor approves of to participate in the Program. In respect of such Optional User, each Optional User (i) is liable for all amounts incurred in connection with such Optional User's participation in the Program, and (ii) shall enter into a Participation Agreement with the Contractor.

"**Program**" means all Cards, Accounts and services provided to the State and Participating Entities for business use pursuant to the terms of this Agreement.

"**Special Use Accounts**" means Central Travel Accounts (CTA), also known as Direct Bill Accounts, Virtual Card Accounts, also known as Virtual Card Number Accounts, and any other Account designated as a Special Use Account.

"**T&E Card**", also known as Individual Liability Accounts, means an Account intended to be used for travel and entertainment expenses.

2. THE PROGRAM

(a) For the term hereof, the Contractor hereby agrees to provide the State and Participating Entities with the Program in the United States. Under the Program, the Contractor will establish Accounts for Cardholders in the United States. The Program and each Account established in the United States shall be subject to and governed by this Contract.

(b) Each Account is established for the purpose of permitting Cardholders to charge purchases of goods and services that are for the business purposes of the State or a Participating Entity (as applicable) from merchants that accept the Accounts, provided that an Account is valid and has not expired or been canceled or suspended by the Contractor. The State shall use commercially reasonable efforts to ensure that each Account is used only for such purpose.

3. AVAILABLE CARDS/ACCOUNTS: Under the Program, the following Cards and Accounts will be available: T&E Cards, CTAs, and Virtual Card Accounts, and any other Accounts and/or Cards provided for under the Program after the effective date of this Contract.

4. BILLING AND PAYMENT PROCEDURES:

(a) Corporate Bill/Corporate Liability Cards and Accounts. Except with respect to the T&E Cards issued pursuant to Sections 4(b) below, the terms of this Section 4(a) shall apply to all Accounts established under the Program:

(i) Each Participating Entity is liable for and shall pay in full by the due date set forth in Cost Proposal, all charges, fees, and other costs incurred on its Accounts in accordance with the terms of this Contract.

(ii) For each statement period that there is Account activity, the Contractor will provide each Participating Entity with a statement for the Account in the Billing Currency, which will indicate the outstanding balance, amount due and the payment due date. In addition, it will show an itemized list of current purchases, payments and credits, and, if applicable, any other charges or fees as provided for in this Contract.

(iii) Unless required by applicable law or otherwise agreed between the State and the Contractor, all Account statements will be provided to the State via an electronic method. If necessary to retrieve statements, the State shall ensure that each Program Administrator or other authorized employee of the State has secure encrypted access to the Contractor's website to access and view electronic Account statements.

(b) Individual Bill/Individual Liability Cards and Accounts. Individual Liability Cards (as defined below) are available to all Participating Entities. The following terms shall apply with respect to Individual Liability Cards:

(i) The State may request that the Contractor issue to an employee, partner, officer, contractor, agent and subcontractor of the State or any State Agency a T&E Card with the following features: (A) a physical card issued in the name of the individual Cardholder; (B) with billing statements for such T&E Card issued to such Cardholder; and (C) with respect to which, such Cardholder is solely liable for all amounts incurred through such T&E Cards (an "**Individual Liability Card**").

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(ii) If the State requests that an Individual Liability Card be issued to a prospective Cardholder pursuant to Section 4(b)(i), then the Contractor has the right to determine whether such prospective Cardholder is eligible to receive such Individual Liability Card based on a review of the creditworthiness of such individual. If the Contractor determines based on such review that such proposed Cardholder can be issued an Individual Liability Card, then the Contractor will issue an Individual Liability Card to such individual.

(A) If the Bank determines based on its review that a prospective Cardholder will not be issued an Individual Liability Card, then the Program Administrator may instead request that the Bank issue a Corporate Liability Card to such prospective Cardholder.

(iii) Each Cardholder is liable for all charges made to his or her T&E Card and any applicable fees as provided in the Cardholder Account Contract then in effect. Billing statements provided by the Contractor to Cardholders will include the following information: outstanding balance, amount due, payment due date, and a list of charges to such T&E Card for the applicable statement period. Unless required by applicable law or otherwise agreed between the State and the Contractor, all T&E Card Account statements will be provided to the Cardholder via an electronic method or postal mail. The Cardholder is required to deliver payment in full to the Contractor in accordance with the terms of the Cardholder Account Agreement, regardless of whether the Cardholder has been reimbursed by the State or a State Agency for such amounts. The Contractor will also provide the State with information on a monthly basis, or such other period as the Contractor and State may agree, with respect to all charges made by Cardholders to the respective T&E Cards during each statement period. The State shall ensure that the Program Administrator or other authorized employee of the State has secure encrypted access to the Contractor's website to access and view electronic Account statements.

(iv) The State acknowledges that the Contractor may investigate a Cardholder's creditworthiness prior to issuing, renewing or replacing Individual Liability Cards and otherwise as the Contractor deems appropriate in connection with the Program. Additionally, State acknowledges that the Contractor may provide information regarding Cardholders to credit bureaus.

(c) General Provisions. The following terms shall apply to all Cards and Accounts.

(1) Payment Requirements. The Contractor may accept late or partial payments (including, but not limited to, those marked as in settlement of a dispute or "payment in full" or with other restrictive endorsements), without losing any of its rights under this Contract. The State and each Cardholder, as the case may be, are required to comply with all requirements established by the Contractor regarding procedures for remitting payments to the Contractor and required information to be included with payments. The State acknowledges that a failure by the State or any Cardholder, as the case may be, to comply with the Contractor's procedures for remitting payments may result in late payment of amounts due, assessment of late charges, reduction in the spending limit of the subject Account(s), and/or the closing or suspension of the subject Account.

(2) Credit Balance Refunds. If Contractor receives a payment that exceeds the amount that is due on an Account, then the Contractor will apply the excess amount of such payment (a "Credit Balance") against charges incurred on such Account. If a Credit Balance of more than $1.00 remains outstanding on an Account for 180 days or more, then if such Account (a) is an Account for which a Cardholder is solely liable, any such Credit Balance shall be refunded to the Cardholder named on such Account, and (b) is an Account for which the Participating Entity is liable, then any such Credit Balance shall be refunded to the Participating Entity. If a Credit Balance equal to or less than $1.00 remains outstanding in an Account for 180 days or more, then the Contractor shall deem such Credit Balance to be zero.

5. FEES AND CHARGES:

1. Annual Fee	Waived
2. Cash Advance / ATM	Not offered per State requirements.
3. Late Payment Charge / Purchase Finance Charge	
a. Individual Bill	2.5% of the outstanding balance if any portion of the past due balance appears on two consecutive billing statements (approximately 55-60 days after the billing cycle date in which the charge first appears), a Late Payment Charge will be assessed to the cardholder. This fee is NOT assessed to the Participating Entity, per the State's requirements.
b. Central Bill	Per the State's requirements, subject to State of California Prompt Payment Legislation. Government Code Chapter 4.5 Section 927.
4. Foreign Transaction Fee	1.0% in addition to Card Association fee levied to Citi. Total fee not to exceed 2.5%.
5. Return Payment Fee	Waived; $10.00 billed to Individual Liability Cardholders for returned payments (not to the Participating Entity)
6. Implementation Fee	Waived
7. Implementation and Training	Implementation and training for a single site included, after which

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	webinar and online training is no charge
8. File Integration and Reporting	No charge for standard file to central data point or Citi's standard online reporting system
9. Custom File Development and Integration	Not required for State of CA. If requested at a later date, Custom integration includes but is not limited to AS2, SWIFTNet, and web-service API's
10. Custom Card Design	Not required for State of CA.
11. Central Travel Account / Travel Agency Data	Citi can accept a standard reconciliation file from a Travel Management Company (TMC) at no cost.
12. Card Special Handling	Not required for State of CA. If requested, $25 per request for expediting a card via courier to the cardholder or a company location
13. Statements	No cost (electronic statements only via CitiManager).
14. Telephone Payment	Online Payments Via CitiManager – no cost; optionally, telephone payment - $14.95 per request billed to Individually Billed cardholder account (not to the State of CA)
15. Statement and Receipt Copies	Via CitiManager – no cost;

1. **PRICING TERM:** The pricing for this Agreement shall be effective for **seven (7)** years from the date hereof or for the term of this Agreement, whichever time is shorter.

2. **PAYMENT DUE DATE:** Payment is due in full **30** days after billing statement date.

3. **REBATES:** Rebates will be payable retrospectively on an annual basis within 90 days of the contract anniversary, each year starting on such an anniversary being a "Rebate Period." The Company shall be eligible for rebates according to the rebate parameters set forth below.

(a) For the purpose of the rebate calculation, the annual total for all Canadian sales volume will be converted to U.S. Dollars using a twelve-month average of the Interbank wholesale exchange rate, as determined from rates publicly published and added to the U.S. annual sales volume calculated under the this Agreement.

(b) Qualified Annual Spend Volume is the total spend on the Accounts during the Rebate Period, returns, credits, and unauthorized use of Cards or Accounts during the Rebate Period. Transactions associated with reduced large ticket interchange are counted towards Qualified Annual Spend Volume **and calculated as a flat 50 bps in rebate per large ticket interchange item.**

(i) For Corporate Card programs the following criteria must be met by the merchant for the transaction to qualify for large ticket interchange:

a. Transaction amount must be more than $7,255

b. Transaction must be at a Non-T&E or Lodging merchant

c. Airline, Auto Rental, Passenger Railway or Restaurant transactions *do not qualify*

d. Transaction must have the following additional addendum data:

All except Lodging	**Lodging**
Card Acceptor Tax ID	Card Acceptor Tax ID
Customer Code	Customer Service Toll Free (800) Number
Total Tax Amount	Property Phone Number
Card Acceptor Type	Arrival Date
Product Code	Departure Date
Item Description	Folio Number
Item Quantity	
Item Unit of Measure	
Extended Item Amount	
Debit or Credit Indicator	

(c) The following will be deducted by the Bank from any rebates before payment: (i) any outstanding balances that are 180

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days past its Payment Due Date, with associated fees; and (ii) Upon a Termination Event or termination of this agreement (whichever is earlier), all monies due from the Company to the Bank under this Agreement and/or under any other card program between the Bank and Company or any of Company's Affiliates.

(d) Early Payment Incentive: The Bank will add **0.5** basis point based on the schedule listed In Attachment 7: Cost Prompt Payment Incentive.

(i) For centrally billed programs, payment timeliness is calculated for each cycle by measuring the number of days in between the statement cycle date and the payment posting date.

(ii) For individually billed programs, payment timeliness is calculated for each cycle by measuring the average days to pay across accounts which is a ratio of total outstanding balances of all individually billed accounts to qualified spend.

6. PROGRAM ADMINISTRATOR

(a) The State shall designate one or more individuals (individually and collectively, the "**Program Administrator**"), to administer the Program on behalf of the State and Participating Entities, including, without limitation, cooperating with the Contractor with respect to the Program. The Program Administrator shall undertake the following duties on behalf of the State, as well as any other reasonable duties requested by the Contractor and agreed to by the State:

(I) the Program Administrator shall be familiar with all aspects of the Program, including but not limited to, billing procedures, number and status of Accounts, status of Cardholders, notice requirements, and status of late payment charges;

(ii)the Program Administrator shall on behalf of the State administer, monitor and be responsible for entitlement and usage of the Contractor's electronic communication and reporting systems by himself/herself and any delegates in accordance with the Program including, but not limited to, users' ability, if any, to (A) request Accounts and modify Account information or usage parameters, (B) establish and modify Account authorization controls, and (C) access Account and transaction data for reporting and monitoring purposes; and,

(iii) If requested, the Program Administrator shall advise the Contractor of a Cardholder's contact information and, with respect to Accounts for which the Cardholder makes payments, whether a Cardholder has been reimbursed by the State or a Participating Entity for spend on such Accounts.

(b) The State must inform the Contractor promptly of any change (including termination) of the Program Administrator or delegates who have been granted access to the Contractor's electronic and reporting systems by the Program Administrator. The State shall comply with any security procedures designed to verify the origination of communications from the State, the Program Administrator and his or her delegates as the Contractor may implement from time to time. The Contractor is not responsible for errors or omissions made by the State, the Program Administrator or his or her delegates in such communications, and may act in reliance on such communications; provided that the Contractor reserves the right to not act on any such communication where it reasonably doubts its authenticity or appropriateness.

7. SPENDING LIMIT

The initial aggregate spending limit for the United States under this Contract is set by the Contractor. With respect to any sub-limits applicable to individual Accounts, the State may advise the Contractor of the State's desired sub-limit allocation for such Accounts. The Contractor may lower or raise the aggregate spending limit for the Program and any Account sub-limit in the Contractor's sole discretion; provided that, in the event of a decrease in the aggregate spending limit for the Program, the Contractor will inform the State as soon as reasonably practicable of such decrease.

8. DESCRIPTION OF SPECIAL USE ACCOUNTS

The State and/or a Participating Entity, through the Program Administrator, may request that one or more Special Use Accounts be established in connection with the Program by providing a written request to the Contractor's State account or sales manager. If any such requested Special Use Account is offered by the Contractor in connection with the type of Program provided for the State under this Contract, then, in addition to the other terms and conditions set forth in this Contract (including if applicable any fee provisions set forth in the Cost Proposal), the provisions in this Section (including any specific provisions relating to such Special Use Account set forth below) shall apply to such Special Use Account. The Program Administrator shall complete the applicable documentation (if any) required to establish such Special Use Account. With respect to each such Special Use Account, the State or its designee shall be responsible for controlling access to, and usage of, each such Special Use Account by employees, partners, officers, contractors, agents and subcontractors of the State or any Participating Entity, and any third parties that have access to such Account, such as Travel Management Companies (as defined below) and merchant vendors. The State and/or a Participating Entity may only cancel a Special Use Account through the Program Administrator, the Program Administrator's designee, or the person whose name is listed on the Account, which person may cancel such Special Use Account by notifying the Contractor either by telephone or in writing.

(a) **Central Travel Account ("CTA")**

(i) A CTA is an Account that the State and/or a Participating Entity may provide to its Travel Management Company in order to charge the travel expenses of individuals who contact such Travel Management Company for such purpose. "**Travel Management Company**" means an entity that has been appointed by the Card Association to accept T&E Cards and/or a CTA number and which the State (for itself or on behalf of a Participating Entity) has authorized to communicate with and supply data to the Contractor. The State and/or a Participating Entity acknowledges that any descriptions of charges on CTA Account statements are provided to the Contractor by Travel Management Companies and a failure by a Travel

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Management Company to provide the Contractor with full details of a charge shall not constitute a basis for the State and/or a Participating Entity to delay or withhold payment of such charge. If the State and/or a Participating Entity wish to cancel any charges on the CTA, the State and/or a Participating Entity must contact the Travel Management Company directly to obtain credit against the original charge. The Contractor will only credit the CTA with a refund if it receives written instructions from the Travel Management Company to do so.

(ii) The Contractor is not responsible for: (A) any decision by a Travel Management Company to accept or reject use of the CTA or CTA number; (B) charges incurred by users of the CTA who do not in fact have sufficient authorization from the State and/or a Participating Entity; or (C) (as between the Contractor and the State and/or a Participating Entity), the failure by the Travel Management Company to obtain authorization of a user to incur a charge, which failure shall not relieve the State and/or a Participating Entity of its liability to pay for such charge.

(b) **Virtual Card Accounts**

(i) The Contractor shall establish Virtual Card Accounts, which are Accounts that allow an Authorized Account User to request the issuance of unique Transaction Account Numbers associated with each such Virtual Card Accounts to settle transactions with merchants (**"Virtual Card Accounts"** or **"VCAs"**). Once Virtual Card Accounts are established, Transaction Account Numbers associated with such Virtual Card Accounts will be issued by the Contractor. **"Transaction Account Number"** means a unique number associated with a Virtual Card Account that is issued upon the request of an Authorized Account User and provided to a merchant (in lieu of an Account number) for the purpose of completing one or more transactions. **"Authorized Account User"** means each eligible employee, partner, officer, contractor, agent or subcontractor of the State or a Participating Entity expressly designated by the Program Administrator to request the issuance of a Transaction Account Number.

(ii) All charges and fees associated with a Transaction Account Number will post to the Virtual Card Account under which the Transaction Account Number was generated and are required to be paid by the State in accordance with the terms of this Contract. Each Transaction Account Number is issued for the purpose of permitting Authorized Account Users to charge to the subject Virtual Card Account purchases of goods and services which are for the business of the State or a Participating Entity from merchants that accept such Transaction Account Numbers. The State shall use commercially reasonable efforts to ensure that each Transaction Account Number is used only for such purpose. Purchases under the VCA may only be charged to Virtual Card Accounts through the use of Transaction Account Numbers. Each Transaction Account Number issued by the Contractor is subject to the same terms and conditions governing use of the associated Virtual Card Account.

(iii) Authorized Account Users may request Transaction Account Numbers in accordance with the Contractor's applicable procedures. The Contractor may rely on the authority of each Authorized Account User to request Transaction Account Numbers until the Contractor has received written notice or other notice acceptable to it from the Program Administrator terminating such authority. The Program Administrator shall monitor and control Authorized Account Users' ability to (A) request Transaction Account Numbers and modify Transaction Account Number usage parameters, (B) establish and modify Virtual Card Account authorization controls, and (C) access Virtual Card Account and transaction data for reporting and monitoring purposes.

(iv) Each Transaction Account Number will be valid for the term indicated by the Contractor unless earlier canceled or suspended by the Contractor at the request of the State and/or a Participating Entity or as otherwise permitted under this Contract. Each Transaction Account Number may be used for one or more purchases, as determined by the Contractor or otherwise agreed between the Contractor and the State.

(v) The State shall supervise the use of Transaction Account Numbers. The State shall establish and maintain compliance with procedures designed to ensure the security of the Virtual Card Accounts, Transaction Account Number requests and generated Transaction Account Numbers. The Contractor reserves the right to cancel or suspend any Transaction Account Number at any time for any reason, without notice unless required by applicable law or regulation.

9. **LIABILITY FOR USE OF ACCOUNT**

(a) Except for Accounts for which Cardholders are solely liable under this Contract, each Participating Entity shall be liable for and shall pay all amounts charged to its Account(s) plus any applicable charges and fees, including costs, fees and charges incurred as a result of or in connection with (i) the legitimate authorized use of an Account, (ii) the loss, or theft of any Account information, or (iii) the unauthorized use of an Account, or Account information, in each case of clauses (i)-(iii), by the State, any State Agency, any of the State's or a State Agency's personnel, any Cardholder or any third party. Any Optional User shall be liable for and shall pay all amounts charged to the Account(s) plus any applicable charges and fees, including costs, fees and charges incurred as a result of or in connection with (i) the legitimate authorized use of an Account, (ii) the loss, or theft of any Account information, or (iii) the unauthorized use of an Account, or Account information, in each case of clauses (i)-(iii), by the Optional User, any Optional User's, any Cardholder or any third party.

(b) If a Cardholder, Program Administrator or any employee of the State or a Participating Entity has any reason to believe that a Card or Account information is lost or stolen, or that any fraud or unauthorized use of an Account has occurred or is likely to or will occur, the State must notify the Contractor promptly . Notification can be made to the Contractor at any time – 24 hours a day, 7 days a week – and shall be made via the telephone number listed in the Account materials. The State shall (and shall ensure its Participating Entities) cooperate with the Contractor in its efforts to investigate fraudulent activity. No later than sixty (60) days from the date of an Account statement, the State and/or a Participating Entity shall notify the Contractor in writing of any charges on the Account statement that occurred as a result of loss, theft, fraud or unauthorized use. If the Contractor detects unusual or suspicious activity on an Account, it may temporarily suspend credit privileges until it can verify the activity.

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(c) If the State and/or a Participating Entity or a Cardholder believes that an amount charged to an Account is the result of fraud or unauthorized use by a third party, the Contractor offers a dispute process subject to the Card Association rules and procedures. To dispute a charge, the Cardholder or the State and/or a Participating Entity must complete and submit all required forms and documentation, as and when requested by the Contractor (a "**Disputed Charge**"). Disputed Charges shall not be due and payable until completion of the dispute process. If upon conclusion of the dispute process the State and/or a Participating Entity or the Cardholder is found to be (i) not liable for a Disputed Charge, then such Disputed Charge shall be removed from the applicable Account, or (ii) liable for a Disputed Charge, then such Disputed Charge shall be then due and payable.

(d) In addition to the dispute process mechanism set forth in Section 8(c) above, the parties acknowledge that the corporate liability waiver program may offer partial or full waiver for certain State and/or Participating Entity liabilities described in Section 8(a), subject to the terms and conditions of such program. Reference to such waiver program (and a summary of the relevant terms) is included in the Contract where applicable.

10. SUBCONTRACTORS

The State acknowledges that the Contractor may, from time to time, subcontract for the performance of any of its obligations under this Contract, provided that the use of subcontractors by the Contractor shall not relieve the Contractor of any obligation, duty or liability under this Contract.

11. TERMINATION

Contractor may terminate, withdraw or suspend a Participating Agreement, effective immediately, upon notice in writing if any of the following occurs:

(a) Subject to applicable laws and any and all bankruptcy court rules and orders, the participating State Agency files bankruptcy;

(b) The participating Optional User breaches any of the material terms and conditions in this Agreement, and fails to remedy such breach within 60 days after being notified in writing;

(c) The participating Optional User fails to meet any of its other obligations in this Agreement and does not remedy such failure within 60 days after being notified in writing;

(d) The participating Optional User enters into liquidation, insolvency, bankruptcy or files, has filed against it, applies for or otherwise becomes subject to bankruptcy proceedings, a moratorium, administration, liquidation (including provisional liquidation) or similar proceeding;

(e) The participating Optional User experiences any significant deterioration of its creditworthiness as determined by the Contractor based on the Contractor's risk policies and procedures.

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Exhibit E: Insurance Requirements

1. General Provisions Applying to All Policies

a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.

b. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

h. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

2. Contract Insurance Requirements

Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. A "per project

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aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

b. Automobile Liability – Contractor shall maintain business automobile liability insurance for limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of $1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of The State of California must be attached to certificate.

d. Cyber Liability insurance – Contractor shall maintain Cyber Liability with limits of not less than $1,000,000. for each occurrence and an annual aggregate of $2,000,000. covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

3. **Self-Insurance**

If a Contractor elects to "self-insure" for any or all of the insurance requirements, the Contractor must obtain approval of its self-insurance from the Office of Risk and Insurance Management (ORIM). In order to obtain that approval the following must be submitted to ORIM:

a. Workers' Compensation: Certificate of Consent to Self-Insure from the CA Department of Industrial Relations.

b. All Other Insurance:

1. A cover letter from the firm's risk manager, or similar position within the firm, providing a written description of the Contractor's self-insurance plan for the other types of insurance. The description must detail what is covered by the plan and identify the

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source of funds for financing the plan.

2. An audited financial statement from the most recently completed quarter, together with any applicable accounting letters for the report.
3. Evidence of the firm's equity of at least $5,000,000 and a minimum annual net profit of $500,000 for the last five years. A signed written statement from the firm's CPA stating that the firm's annual net profit for the past five years has been a minimum of $500,000.

4. The State reserves the right to verify the source of funds for financing the self-insurance plan. The State also reserves the right to require subsequent assistance from the firm's risk manager to identify the funds and provide explanations of aspects of the plan which need clarification.

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Exhibit F: Definitions

Definitions: The following definitions will be used for this Agreement:

Ad Hoc Reporting: The standard commercial practice of creating customized reports, invoices and services to meet unique needs of the TPS Participating Entities. Provides the ability for STP, at a minimum, to access all data elements of the Participating Entities or Cardholders transaction records and create reporting in html, Excel, and text (ASCII) formats as defined by STP or Participating Entities.

Authorization: The process of verifying, at the point of sale, that a purchase being made is allowable given the requirements, prohibitions, and controls established by the Participating entity or Contract Administrator.

Basis Point (BP): A unit that is equal to 1/100th of 1%

Billing Cycle: A specific recurring time period between the time when statements of account are processed.

Cardholder: An individual or department issued a card at the request of the Participating Entity. This may include Contractors under a cost-reimbursable contract for direct bill travel card accounts only. The Cardholder holds the primary responsibility for proper usage of the card.

Cardholder Agreement: A written agreement between the Contractor and an employee of a Participating Entity stating both the employee's and Contractor's responsibilities. By signing the application form and activating, signing or using the card and/or account, a Cardholder agrees to be bound by the terms and conditions of the agreement.

Cardholder Application: An application designed by the Contractor in coordination with STP to be used by employees of Participating Entities to request issuance of an individual Cardholder account. The application will reference some or all of the Cardholder Agreement or usage responsibilities.

Chargeback: A refund or reversal of charge, made by a credit card company, to a credit Cardholder after the Cardholder successfully disputes an item on their credit card statement.

Charge Off: Debt deemed uncollectable by the Contractor and is subsequently written off. Charge offs can be deducted from the Total Spend Incentive to STP.

Credit Losses: Charge amounts not paid by Participating Entities within one-hundred eighty (180) days of statement issuance and written off by Contractor. non-payment due to legal reasons such as bankruptcy or death, delayed payment charges, non-responsive cardholder, etc. Credit losses can be deducted from the Total Spend Incentive to STP.

Data Capture: Level of detail that a merchant passes to the credit card processing network.

- **Level I** – Standard commercial transaction data that includes the total purchase amount, the date of purchase, the merchant category code, merchant's name, city/state, debit/credit indicator, date charge/credit was processed by the Contractor, Contractor processing/transaction reference number for each charge/credit, and other data elements as defined by the Associations or similar entity.

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- **Level II** – In addition to Level I data, includes transaction amount, date, tax amount, customer code, merchant postal code, tax identification, merchant minority code and merchant state code. And may include additional data regarding sales tax, customer code, purchase order number, invoice number captured at the point of sale. In most cases, this information is combined with the merchant's Tax ID number, state, and postal code data and is then passed through during settlement.
- **Level III** – Full line item detail. The data fields required for Level III include those from Level II in addition to other fields, such as traveler's name, vendor, ticket number, invoice date, UNSPC code, product code, item cost, description, quantities, unit of measure, product codes, product descriptions, ship to/from zip codes, freight and duty amounts, order date, discount amount, order number, item extended amount, item tax identification and amount.

Direct Bill Account: A company billed / company paid carded or card-less account.

Disputed Item: Charges where validity is being questioned or challenged by the Participating Entity (account holder).

Foreign Transaction Fee: Fee charged when an account is used for purchases in a country other than the United States.

Fraudulent Charges: Charges not initiated, authorized or otherwise requested by a Participating Entity by any means (e.g., electronic, telephonic or written). A term used for theft and fraud committed using a credit card or any similar payment mechanism as a deceptive source of funds in a transaction. The purpose may be to obtain goods without paying, or to obtain unauthorized funds from an account.

Go Live Date: Date when Participating Entities may charge travel and travel-related expenses to payment accounts.

Hierarchy: The organizational structure utilized by the Contractor to delineate multiple account levels, naming conventions, and authorization roles.

Inappropriate Use: Use of an account by an authorized user for other than the official government purpose for which it is intended.

Merchant Category Code (MCC): A four-digit code that identifies and classifies goods or services offered by a merchant. The code controls where purchases are allowable. The merchant designates their MCC with the applicable bank/association.

Misuse: Any act of corruption or attempt to cheat a Participating Entity or its agents, including but not limited to, the use of government charge cards to transact business that is not sanctioned or authorized, not in one's official government capacity, not for the purpose for which the card was issued, or not as part of official government business.

Official Travel: Travel performed at the direction of a Participating Entity under an official travel authorization.

Optional User: Any city, county, district, or other local governmental body or corporation including the California State Universities (CSU) and University of California (UC) systems, K-12 schools districts and community colleges empowered to expend public funds. Each

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Optional User makes its own determination whether or not use of the TPS Agreement is consistent with its procurement policies and regulations.

- **California State University System (CSU), University of California System (UC) and California Community Colleges (CCC):** Persons on official business for higher level education within California that are supported with public funds and are authorized by action of and operated under the oversight of a publicly constituted local or state educational agency. These entities are considered as Non-Executive Branches of California State Government, but are currently not required to use this payment system; therefore, they will be considered optional users for this RFP.
- **Local Government Agencies:** Elected officials and other personnel of local agencies within California, to the extent that the travel is undertaken in accordance with the laws governing those agencies; persons employed by or affiliated with the California League of Cities (CLC), the California State Association of Counties (CSAC), the California State Districts Association (CSDA) or affiliated organizations. Whenever the term "state business" is used in this RFP, it shall be read to include travel undertaken to perform the official business of local government agencies, CLC, CSAC, CSDA or the affiliated organizations referred to herein.
- **Kindergarten through Grade Twelve (K-12) Public School Districts:** Persons on official business for K-12 educational institutions that are supported with public funds and are authorized by action of and operated under the oversight of a publicly constituted local or state educational agency.
- **Special Districts:** A political subdivision of the State, established to provide a single public service (as water supply or sanitation) within a specific geographic area.

Participating Entities: State Agencies and Optional Users.

Program Administrator: The lead representative of a Participating Entity who coordinates, directs, manages and oversees the travel payment account related business for their department, is assigned access and authorized use of the Contractor's online account and data management system, and is a contact between STP, Cardholders and the Contractor.

Real-time: Data is delivered immediately after collection and accessible once it is posted within the system.

State Agency: Any State of California governmental agency, department, bureau, board or commission within the Executive and Non-Executive Branches of California State Government.

- **State Judicial Branch:** Justices, officers, and employees of the Supreme Court of California, the Courts of Appeal, the Judicial Council of California and the State BAR of California.
- **State Legislative Branch:** Members of the State Senate, Members of the State Assembly, and Legislative staff members.

Suspending Accounts: The process by which a specified account is temporarily deactivated due to delinquency or multiple pre-suspension actions.

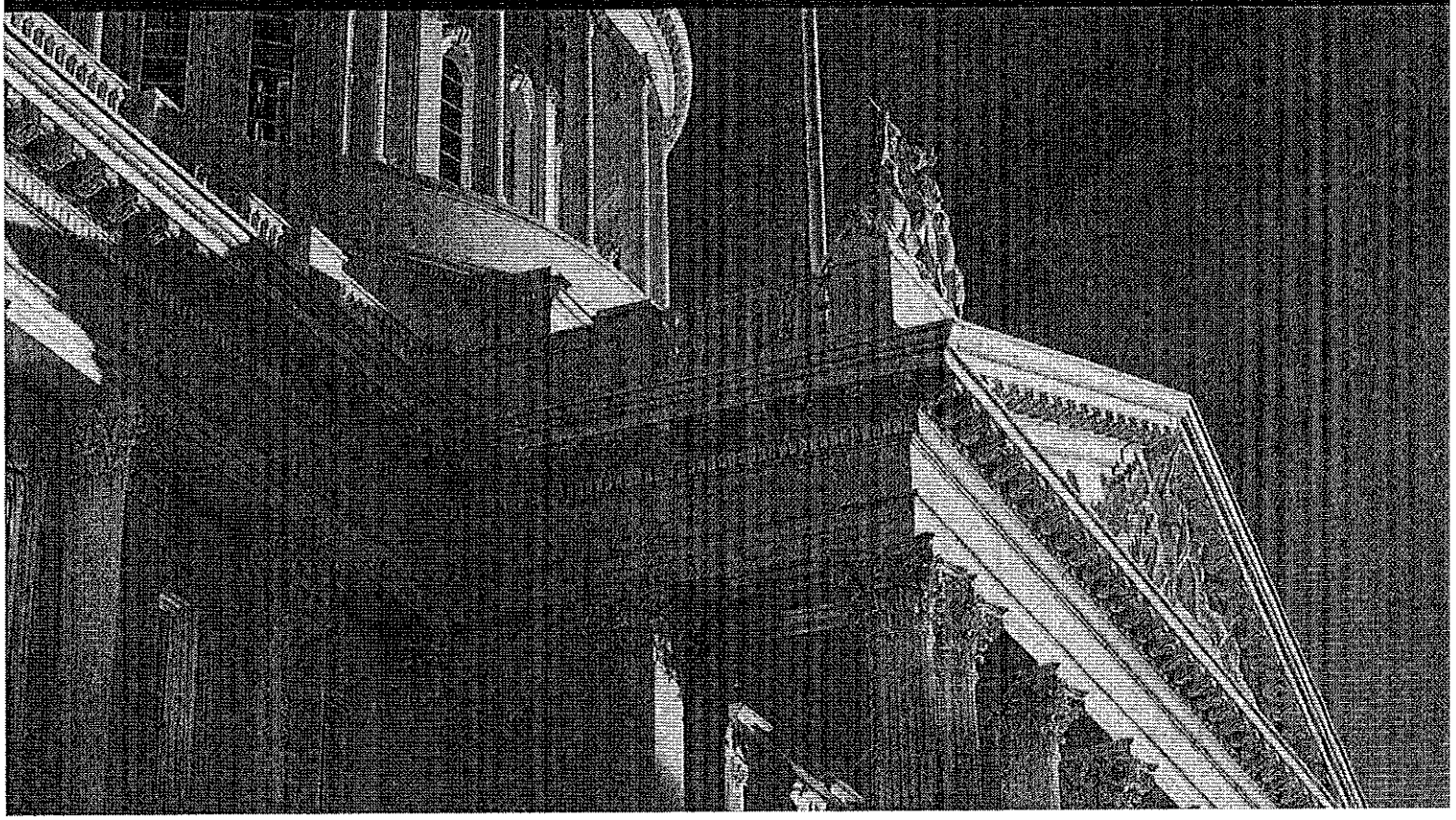
Total Spend: Annual combined charges of all accounts, less refunds.

Virtual Card Number (VCN) Accounts: One time use account numbers that act as the unique identifier for both the booking and billing of travel that may be used during a limited time period, for a limited specific or not to exceed amount or a specific vendor.

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Treasury and Trade Solutions

citi



July 14, 2016

State of California

Amended Response to Request for Proposal for Travel Payment System Solicitation # 5159906

COPY

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1. CitiManager Quick User Guide for Program Administrators
2. Sample Commercial Card Application
3. Sample Statement Package
4. Sample Level I, II, and III Data Elements
5. Sample Reporting Package
6. MasterCard Guide to Benefits
7. Citi Program Audit Tool Case Study
8. Exhibit D – Additional Provisions
9. California Participation Agreement
10. Cost Proposal and Citi Pricing Schedule
11. Payment Instructions for Rebates

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Disclaimer

Citi is not acting in any advisory role in relation to legal, tax or accounting issues relating to this proposal or otherwise. You should obtain your own legal, tax or accounting advice in relation to your evaluation of this proposal.

Citi – For the purposes of this proposal "Citi" means Citigroup Inc. and its immediate and subsequent subsidiaries and affiliates.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Exhibit 6 – TPS Solution

Citibank, N.A. (Citi), on behalf of its parent company, Citigroup, Inc., is pleased to provide a customized Travel Payment System and solution for The Department of General Services (DGS) Procurement Division (PD) on behalf of Office of Fleet and Asset Management (OFAM), Statewide Travel Program (STP) and the Other Participating Entities.

Citi has a well-established history of providing working capital solutions in the commercial marketplace, along with our extensive experience with the U.S. Federal Government, State & Local Governments, School Districts, Colleges and Universities. Our consultative approach to implementation means we work with you throughout every step of the process from program evaluation to full rollout to ensure that together we maximize the benefits of your program.

After participating in a number of conversations with the DGS since 2012, Citi feels that it understands the DGS/OFAM/STP's T&E payment objectives. The DGS seeks a comprehensive accounts payable travel payment solution that will integrate seamlessly with your Travel Management System and various travel booking platforms, while helping to reduce costs by implementing paperless, streamlined, solutions for both end users and administrators.

Citi has implemented over 270 public sector card programs of various sizes and complexity. These programs total more than $10 billion in annual charge volume. The U.S. General Services Administration (GSA) selected Citi as one of the banks to be awarded a ten-year contract through 2018 to offer commercial cards and other payments products under their SmartPay 2 program. GSA SmartPay 2 provides cutting-edge charge card services for purchasing, travel, fleet and one-card programs at best value for the Federal Government. This renewal not only demonstrates our commitment, but also substantiates the level of satisfaction provided to the Federal Government for the previous ten years.

At the State level we are privileged to support some of the largest Travel and Purchase Card programs in the country including: Texas, New York, Colorado, and West Virginia among others. These programs include Purchasing Card as well as Travel Card services. In 2010/2011 Citi successfully managed Texas and Colorado Travel and Purchase Card implementations; clear evidence of our large-scale implementation capabilities. Citi's commitment to growing and enhancing our client's Commercial Cards programs is evidenced by the testimonials of our clients;

"The partnership demonstrated by the rollout of this solution was critical to the success of this program. Citi's analysis of the State's existing program allowed us to capitalize on our strengths and improve our weaknesses. As a result, we have elevated the card program to new levels of efficiency and now run one of the most progressive and successful payment programs in the country." -Glen B Gainer III, State Auditor, State of West Virginia.

As with the US Department of Defense, the State of Texas, State of New York and the State of West Virginia, Harvard University, the University of Southern California, among others, we look forward to sharing our best-in-class capabilities with the State of California DGS/OFAM/STP.

When selecting a banking and financial partner for any technology intensive and credit sensitive solution such as a Cards-based Travel Payment Solution, it is critical to understand your chosen vendor's history of commitment to the State of California. Whether in upward or downward economic cycles, the DGS/OFAM/STP will find no greater banking partner to the State of California than Citi.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

ATTACHMENT 6 – Technical Proposal

1. Supplier History and Performance

1.a Describe the structure of your sales and service organization.

Citi's Treasury and Trade Solutions (TTS) business provides integrated cash management and trade finance services to multinational corporations, financial institutions, and public sector organizations across the globe. With the industry's most comprehensive suite of digital and mobile-enabled platforms, tools and analytics, TTS leads the way in delivering innovative and tailored solutions to its clients.

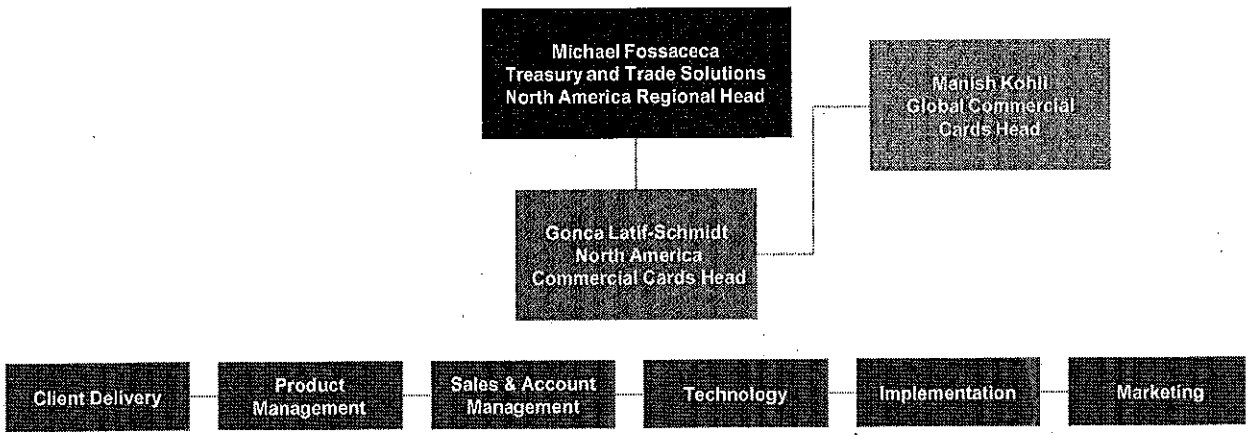
The Commercial Card business operates within the Treasury and Trade Solutions (TTS) business unit at Citi. As a standalone organization, this business is large enough to rank among the *Fortune* 500.

Citi has structured our commercial cards organization to have both global and regional owners. At the global level, Manish Kohli serves as the Global Head of Citi Commercial Cards. Regional Head, ***Gonca Latif-Schmidt***, oversees the North America commercial cards business, including: Client Delivery, Product Management, Sales, Account Management, Technology, Implementation, and Marketing.

Gary Schneider leads Citi's North America Public Sector State and Local coverage team. In this role he is responsible for the Citi Transaction Services (CTS) product set for cash management, trade and security services and their delivery to North America municipal client base. His team works closely with the Municipal Securities Division bankers to tailor CTS solutions to meet the specific needs of the State & Local and higher education client base.

Gary has been with the firm 23 years holding senior CTS Sales and global product roles. He has worked extensively with the public sector throughout his career.

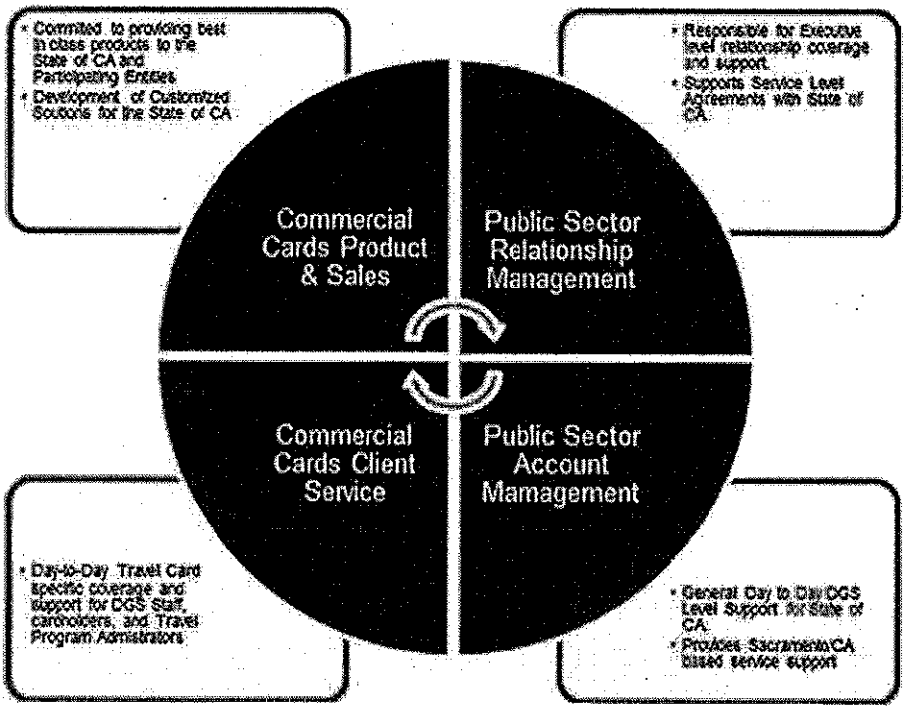
Commercial Cards Global Business Structure



Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

1.b Provide an organization chart of your proposed service structure.

Commercial ards Sales and State of California Client Relationship Organization



The State will have access to your Public Sector Relationship Team. Citi is strongly committed to the public sector and has a seasoned group of professionals with many years of experience customizing e pense management solutions for government entities. As a result of our public sector focus, we are able to leverage our relationships to a greater degree allowing us to devote more time, attention, and resources to the State. Your Relationship Manager, ***Thad Garrison***, is your advocate within Citi, accountable for the servicing and satisfaction of the State. Thad is responsible for managing all aspects of the relationship and is your single point of contact for escalation within Citi.

Your Relationship Manager, Thad, and the Solution Sales Manager, ***Paul Fambrini***, will work closely together to manage the State's needs, update you on new features/services, and verify that business requirements are being met. These two individuals are your primary contact throughout the sales and contracting process and will help ensure Citi identifies and develops optimal solutions for the State's business objectives. These resources will help engage adequate support to foster a well-coordinated implementation process and provides the benefits of a high-touch service model.

The State will also be assigned a dedicated Cards Account Manager, ***MaryKay Casey***, as the primary contact for the Authorized Representative at the State on an ongoing basis. The AM works with the Relationship Team and Implementation Manager to implement the program as defined by the State. The AM completes setup documentation, builds the hierarchy with your input, work to establish the accounts, and ensures that the cards are delivered to the appropriate party on the date established. This person is responsible for responding to any questions that arise, including in such areas as: billing inquiries, special report requests, account setup/closure, and cardholder profile changes.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

MaryKay Casey has more than 20 years experience in the payment industry. Prior to joining Citi, she was with Acxiom Corp. where she provided data and marketing services to various payments industry clients. She was the Vice President of sales for FirstData's Prepaid Gift Card Division where she led a team to provide prepaid solutions for potential clients.

The State will have a dedicated General Relationship Account Manager, ***Erin Means-Reynoso***, based in West Sacramento. Erin ensures CA DGS's day-to-day issues are identified and needs addressed. Through ongoing contact with Citi industry experts, Erin will coordinate CA DGS's interface to appropriate Citi Transaction Services contacts.

Citi has designated experienced Customer Service Representatives to the State's card program for all day-to-day Customer Service and operating support. We select Client Account Service (CAS) Managers with many years of experience working with large, complex card relationships.

The CAS teams work in "pods" – teams of four people that know your account in detail and are available should your designated person be unavailable.

All groups work together to ensure phones are answered in a timely manner. We use cross training to enable the service center to handle peaks in call volumes. In addition, our Managers, Operations Assistants, and Quality Department staff answer calls during peak periods to minimize client impact.

Citi's Commercial Card Customer Service Unit can handle all emergencies, including reports of fraudulent transactions. The Customer Service Unit is designated to providing superior service 24/7, and can be reached via a toll-free phone number. Additionally, a designated fax and e-mail will be provided for use of the State's cardholders.

Team Members	Roles & Responsibilities
Managing Director TTS Head of State & Local Government **Gary Schneider**	Gary Schneider leads Citi's North America Public Sector business. In this role he is responsible for the Citi Transaction Services product set for Cash Management, Trade Services and Security Services, and their delivery to the N.A. Public Sector clients. He tailors Citi Transaction Services' Solutions to the specific needs of federal, state/local and higher education clients. Gary has been with the firm 13 years and has worked extensively within public sector in his previous roles. Gary was the Global Business Manager for Citi's Receivables product portfolio where he helped clients design efficient regional and global receivables solutions leveraging Citi's global network of collection points. Earlier in his career, Gary was the Global Head of Citi's Commercial Cards Business where he was responsible for Product Management, Product Development, and the global roll-out of the Commercial Card product to 40 countries. Gary's first role at Citi was in the Cash Management Sales organization. He is currently on the Board of Directors of NACHA.
Director, TTS State & Local Government Client Manager **Thad Garrison**	CA DGS's Relationship Manager, (RM) has overall responsibility for the delivery of the Citi Transaction Services platform to CA DGS. Thad designates the appropriate team members and ensures consistent and professional delivery of services to meet CA DGS's operating needs. With Citi since 1999, Thad will be your Client Executive, responsible for the overall public sector relationship. Thad is the senior Transaction Banking Contact for the State of California State Treasurer's Office. Thad has been in the banking industry since 1988, with 15 years of experience in bank Product Management and 8 years in financial services Relationship Management. Prior to his current role as Client Executive, Thad was transaction banking product manager and was instrumental in developing many of Citi's product and marketing initiatives for Public Sectors clients. Prior to joining Citi, Thad has held Relationship Management, Product Management and Operations roles at Bankers Trust (now Deutsche Bank) and prior to that, Merrill Lynch (now BAML). Thad earned his B.A. from Rutgers and his M.B.A. in Accounting from Fordham University.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Team Members	Roles & Responsibilities
Director Commercial Cards Specialist **Paul Fambrini**	Paul Fambrini is your primary contact throughout the sales and contracting process and will help ensure Citi identifies and develops optimal solutions for the State's business objectives. Paul has 20 years experience in Banking, and has 10 years' experience in the Cards space.
VP, TTS State & Local Government Dedicated Cards Account Manager **MaryKay Casey**	The State will also be assigned a dedicated Cards Account Manager, MaryKay Casey, as the primary contact for the Authorized Representative at the State on an ongoing basis. The AM works with the Relationship Team and Implementation Manager to implement the program as defined by the State. The AM completes setup documentation, builds the hierarchy with your input, work to establish the accounts, and ensures that the cards are delivered to the appropriate party on the date established. This person is responsible for responding to any questions that arise, including in such areas as: billing inquiries, special report requests, account setup/closure, and cardholder profile changes. MaryKay Casey has more than 20 years experience in the payment industry. Prior to joining Citi, she was with Acxiom Corp. where she provided data and marketing services to various payments industry clients. She was the Vice President of sales for FirstData's Prepaid Gift Card Division where she led a team to provide prepaid solutions for potential clients. Before joining MasterCard, MaryKay spent close to a decade working with American Express, Inc. in the Latin American and Caribbean Division. MaryKay is trilingual (English, Spanish and Portuguese) and earned a B.S. in business administration and marketing and a M.B.A. in international business from the University of South Carolina.
VP, TTS State & Local Government Relationship Associate, **Erin Means-Reynoso & Vanda Ayrapetyan**	Based in Sacramento, your Relationship Associate, Erin Means-Reynoso is the client's assigned central point of contact to track, manage, and coordinate all key issues. Erin's primary focus will be to manage your overall service experience and ensure Citi is exceeding your expectations. With over 30 years of banking experience and 20 years of experience working with Public Sector clients, Erin is an invaluable resource to our clients. Based in Los Angeles, Vanda Ayrapetyan has been supporting the Public Sector Group-State and Local team since 2012. In this capacity, Vanda provides coverage for a select portfolio of large and complex cash management Public Sector banking relationships. Based in Los Angeles, Vanda will expand her coverage role to support the State's Travel Management Program. Vanda has become well-versed in Citi's Card-based solutions. She has built strong relationships with her select group of key clients, and acts as the daily point of contact in delivering seamless customer service experience relationship support. Vanda will serve as a primary back up point of escalation for the State of California TMP. Vanda earned a Master's degree in International Economic Affairs from the George Washington University and a Bachelor's degree in Political Science from Occidental College. She also holds Series 79 and 63 securities licenses.
Implementation Manager	The State's Implementation Manager is the single point of contact during the implementation process and leads the implementation of your overall solution. Your Implementation Manager assembles and coordinates resources from customer service, operations, technology, marketing, and file delivery to complete the implementation and ensure client satisfaction. The Implementation Manager will educate the State on the features of your solution, provide communication and training strategies within your organization, and consult with you on the best practices and use of your solution.
Technical Implementation Manager	A Technical Implementation Manager will serve as the product application expert and will manage any custom technical solutions. Your Technical Implementation Manager handle scope documentation for the technical solution, consult with the State on best practices for reporting tools, file feeds, and integration into ERPs, as well as submitting, tracking, and following up on work orders.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Team Members	Roles & Responsibilities
Project Manager	A Project Manager will own the project plan for the State's implementation and drive the joint project team to deliver on objectives. Your Project Manager will also own the agenda, meeting notes, and action log for implementation team meetings, will own the issues and risks log, will complete eCommit documentation for your implementation, and, finally, will provide documentation of the State's completed implementation.
Customer Service Unit	Our award-winning Customer Service Unit is available 24/7 to handle all questions and concerns by the State's cardholders.
Technical Help Desk	Our Technical Help Desk is in place to support and assist with any online access issues. This Help Desk is operational 6:30 a.m. to 11:00 p.m. (ET) with escalation and after-hours emergency contacts. Our Internet-based reporting account management and information reporting tools are available 24 hours a day, seven days a week, except for off-hours scheduled maintenance.

Contact information:

Citi Contact	Function
Thad Garrison (415) 627-6101 thad.garrison@citi.com One Sansome Street, San Francisco, CA 94104	As your Relationship Manager, Thad is responsible for the overall State of California relationship, including product, sales and service. Thad has more than 22 years of Treasury Services experience and 12 years of client management experience with Citi. Thad holds a master's degree in accounting from Fordham University and a bachelor's degree in history from Rutgers University. Thad is an active mentor/volunteer with *Back on Track*, a youth volunteer organization based in San Francisco.
Erin Means-Reynoso (916) 341-2355 erin.meansreynoso@citi.com 710 Riverpoint Ct., West Sacramento, CA 95605	As your Client Manager, Erin's primary focus is to manage your overall service experience and ensure we are exceeding your expectations. With more than 35 years of banking experience – the last 22 years with Public Sector clients – she is your key resource in fulfilling your requirements. She looks forward to continuing to work closely with the State of California.

1.c Provide a breakdown of the number of existing clients in the corporate and government lines of business.

With more than 27 years of experience delivering commercial card services to clients like the State, Citi manages Over 7,000 card programs with more than 4.8 million card accounts across the public and private sectors. Our clients represent many industries, including automobiles, aviation, defense, U.S. government agencies, financial services, global consumer, industrial equipment, insurance, not-for-profit, petrol-chemicals, telecommunications, technology, and utilities.

Citi is well positioned to accommodate the requirements of the State's commercial card program now and in the future.

Citi manages more than 94 Public Sector Clients and 362 public sector card programs of various sizes in the United States alone. Last year, our public sector charge volume in the United States alone totaled $10 billion.

Client Type (United States)	FY 2014
Total Parent Companies	1,205

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Client Type (United States)	FY 2014
Large Corporate Clients	1,111
Public Sector Clients	94
T&E Clients	1,039
P-Card Clients	380

1.d Describe how the state government business fits into your organization's business strategy.

The Citi State and Local Government business is a critical component to Citi's Corporate and Investment Banking business. Our State and Local Government business spans our Treasury and Trade Solutions, Capital Markets, Municipal Finance, and Investor Services businesses. For example, Citi provides the State of California Treasurer's Office with electronic tax collections, securities safekeeping, bond financings, and investment broker dealer services. Citi anticipates further growth in our State and Local Government franchise as States seeks to streamline and enhance their legacy financial systems and automate their processing environments.

The Citi Government Card Services Group commenced business in February 1998 with the award of the General Services Administration SmartPay Master Contract. Along with our technology and service partners, we currently deliver the industry's most advanced purchasing, payment, and expense management solutions to national, state, and local governments across the United States and globally. Our primary objective is to help clients to streamline processes and re-engineer procurement systems to increase efficiency and minimize costs. We do this by consulting with clients and developing customized solutions using the latest technologies. The result is a program that enables clients to work smarter.

Citi manages more than 362 public sector card programs of various sizes. Last year, our public sector charge volume in the United States alone totaled $10 billion. The U.S. General Services Administration (GSA) selected Citi as one of the banks awarded 10-year contracts (through 2018) to offer commercial cards and other payments products under the SmartPay 2 program. GSA SmartPay 2 provides cutting-edge card services for purchasing, travel, fleet, and one-card programs at best value for the U.S. government. This renewal not only demonstrates our commitment, but also substantiates the service provided the U.S. government for the previous 10 years.



- For the SmartPay 2 contract period, Citi was awarded the Department of Defense Travel Card Program, which is the largest commercial card program in the world.

For the SmartPay 2 contract period, Citi was awarded the Department of Defense Travel Card Program, which is the largest commercial card program in the world.

At the state level, we support the governments of Colorado, New York, South Dakota, Tennessee, Texas, and West Virginia. These programs include Purchase Card as well as Travel Card services.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

1.e Provide your TPS program's overall volume, in dollars and transactions.

The gross transaction volume for Citi's commercial card programs globally exceeds $33 billion. The Citi Commercial Cards business concentrates exclusively on large market and multinational organizations. Our core clients average $0.5 billion to $1.0 billion or more in average spend volume per year.

FY 2014

Global T&E Spend: $ 18.7 billion

NA T&E Spend: $ 13.4 billion with 76 MM transactions.

1.f Provide the percentage of your TPS program's government sector volume, in dollars and transactions.

Citi had a total of $9,876 million in charge volume at the end of 2014.

Global Public Sector T&E: PS corresponds to 32% of total Global T&E volume (in dollars).

In 2014, PS North America had a total volume of $6.2BN and 30.4MM transactions.

The following table provides a sampling of our largest public sector clients.

Client Name	Annual Charge Volume
State of Texas	$830 million
State of West Virginia	$433 million
State of Colorado	$213 million
State of New York	$510 million
United States Postal Service	$132 million
U.S. Department of the Treasury	$164.5 million
U.S. Department of Defense	$5 billion

1.g Show the trend of your TPS program over the past five (5) years regarding transaction and dollar volume, coverage and number of clients.

Year	TPS Total Volume	Transactions	Clients
2014	$ 13,435 MM	76 MM	380
2013	$ 11,630 MM	67 MM	367
2012	$ 12,320 MM	71 MM	311
2011	$ 12,166 MM	69 MM	285
2010	$ 11,412 MM	63 MM	254

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

1.h Describe any partnerships, marketing alliances, or other business relationships in place with travel agencies, technology and payment providers, data consolidators, VCN processors or providers or other travel partners that may support your response to this RFP.

Citi has earned the market reputation of being the leader in every aspect of the financial supply chain as well as the most innovative commercial cards partner with the most robust global capabilities. We have achieved this recognition through our market experience and dedication to our clients. We have helped many clients like the State of California unleash significant cost savings and enhance program performance through the implementation of best practices.

Citi is actively involved in many industry organizations and an instrumental force in shaping industry standards.

- Active treasury partner of the Defense Contractor Industry
- Provider of the world's largest travel card program to The Department of Defense
- Highly specialized business dedicated to 1,205 corporate clients
- **Strategic partnership designation with International Air Travel Association (IATA)**
  - Trusted global banking partner providing extensive clearing services
  - Transaction services solutions to IATA span over 40 countries
  - Relationships with more than 150 of IATA's members
  - Clearing bank for more than 40 BSP & CASS agents around the world
- **Strategic partnership with Concur, IBM, Ariba and Cvent**
- **Extensive relationships with SAP, Oracle, Carlson Wagonlit Travel, BCD and American Express Travel**
- **Board of Directors for MasterCard and Concur**
- National Association of State Treasurers (NAST) membership and leadership role on the NAST Corporate Affiliate Advisory Board help to increase our awareness of issues confronting city and state governments as well as these entities' ongoing banking needs
- Active member and sponsor of key industry associations
  - Association of Corporate Travel Executives (ACTE)
  - National Association of Purchasing Card Professionals (NAPCP)
  - Platinum sponsor of The Accounts Payable Network (TAPN)
  - NACHA – The Electronic Payments Association
  - EPN – The Clearing House
  - Association for Financial Professionals
  - The National Association of State Auditors, Comptrollers and Treasurers (NASACT)
  - Government Finance Officers Association (GFOA) – including the New York State GFOA
  - National Association of Securities Professionals (NASP), where we regularly share our best practices and present on topics relevant to government financial officers

Strategic Alliances for Expense and Travel Solutions

Citi Commercial Cards differentiates itself through best-in-class integration capabilities. To bring greater value to our clients, Citi Commercial Cards has established successful strategic alliances with long-term partners Concur, HRG, and Cvent.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

By integrating your Citi Corporate Cards program with an expense reporting system, the State can realize greater efficiencies and control over the entire travel expense process. Our product seamlessly integrates with external expense and travel solutions via interoperable standard data feeds at no additional cost. An integrated end-to-end solution will benefit the State through reduced costs, improved visibility into travel spending, improved leverage in supplier negotiations, and increased compliance.

In addition, the State will benefit from combined unmatched global footprints and in-country expertise from both Citi and expense management providers.

Concur

The Citi partnership with Concur builds on Citi's tradition of innovation within commercial cards. We work closely with Concur to standardize file formats and reporting – improving end-to-end expense management and ensuring best quality data is available to the State. We also coordinate our work to streamline implementation.

As an industry expert in travel data services, Concur has been a partner with Citi since 2000. Concur works to provide Citi clients with access to best-of-breed agency-card data and reporting services that is unique to the business. Concur offers rich, high-quality data for analysis and improved decision-making through their ability to capture, cleanse, and match data from a variety of sources.

As a high value client to Citi, the State will immediately enjoy the benefits of our alliance through an accelerated implementation of Concur services.

Hogg Robinson Group (HRG)

Citi and HRG closely partner on travel industry innovations that combine Citi Commercial Card business's leading solutions with HRG's expert travel, meetings, expense, data, and advisory management services. Our relationship provides the opportunity to further advance the Central Travel Account and Meetings & Events propositions with next-generation products within the travel sector.

Key to our offering is the following:

- Meetings & Events (M&E): HRG and Citi have come together to offer, jointly and exclusively, the Integrated Meetings Management Solution, providing seamless planning through the payment process for M&E by leveraging the Citi Virtual Card Account for M&E payments
- Central Travel Account Bookings: For non-employees and new hires, HRG supports the Citi VCA solution for travel, leveraging the standard Citi web interface. A direct connection of the Citi Virtual Card Account solution into HRG's agency system is currently in discussion as a possible joint future offering.
- Data Feeds: A strong integration across global markets to support global businesses, ensuring HRG offices across the countries Citi supports can pass client data to Citi for our CTA match and reconciliation processes
- Escalation Channel: Direct contact to leaders within the organization for rapid escalation and resolution of data issues
- Industry Facts: Regular reports on airline and hotel rate and spend trends

Arcaneo

Citi has partnered with Arcaneo, a leading global provider of Meetings Management technology, to integrate our Meeting Card transaction data directly with Arcaneo's strategic meeting management system 'Metron'. This allows our forward-thinking clients like the State to view their meeting and events related information from budgeting to payment. Additionally, Arcaneo's Metron system provides access to transaction details along with reporting, expense reallocation, and file extract capabilities.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

2. Acceptance

2.a Provide the total number by category of airline carriers and commercial car rental vendors that accept the TPS. If there is an internet site that provides this information, please also list the internet site.

Acceptance by Merchant Category

Category	MasterCard
Restaurants	503,383
Car Expenses	226,277
Airlines	2,020
Lodging	27,397
Auto Rental	12,410
Travel Agency	16,134
Telecom	44,382
Taxi	34,461
Publications and Subscriptions	6,199
Entertainment	59,943
Rail	189
Other Transport	3,169
Other Purchase	6,869,343
Grand Total	7,806,016

The MasterCard brand is one of the most widely recognized in the world, representing instant buying power, convenience and security worldwide, and flexible payment options. MasterCard branded cards are accepted at over 35.9 million locations worldwide.

Please reference this link to MasterCard's Merchant Locator tool. The State of CA DGS will need to register to gain access to the tool. *https://cps.mastercardbusiness.com/sdportal/home.view*

2.b Report the total number by category of lodging establishments, railway and shuttle/taxi companies, parking facilities and restaurants that accept the TPS. If Proposer has an internet site that provides this information, please also list the internet site.

As noted in the response above in 2.a, Citi will meet the State's needs for your preferred six major airline companies, single car rental company, and TPS.

Acceptance by Merchant Category:

Classification	Total
AIRLINE	29,593
AUTO RENTAL	118,024
HOTEL-MOTEL	682,619

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Classification	Total
OTHER TRANSPORT*	482,466
RESTAURANTS-BARS	3,318,167
TRAVEL AGENCIES	212,636

*Other Transport includes shuttle, taxi, and parking facilities.

Did You Know?

Citi Commercial Card solutions are readily accepted by millions of merchants around the globe. On average, 97% of all corporate spend can be captured by a Citi program.

To optimize acceptance efforts annually, the card associations conduct a comprehensive analysis of acceptance positions in key merchant segments and geographies. This analysis is the foundation for strategy development and guides all current and future acceptance activities and prioritization.

Because MasterCard already offer the highest acceptance rates and branded cards are accepted at most merchant locations, the associations continue to focus on expansion of acceptance rates in emerging markets and outlying areas.

Furthermore, Citi continually works with our clients and associations to increase merchant acceptance through supplier enrollment campaigns focused on underpenetrated segments and non-card acceptors.

Citi's proprietary Global Data Repository (GDR) receives and consolidates line item data, or enhanced folio data, to offer the most robust, supplemental travel transaction data available in order to help our clients:

- Reconcile their accounts
- Monitor compliance
- Facilitate auditing
- Improve travel policies
- Analyze spending patterns
- Engage in price negotiations with vendors

Consolidated global data is delivered to the State via reporting and file delivery into a wide variety of financial reporting systems.

In addition, the State of CA can obtain access to MasterCard's Merchant Locator tool at the following link: *https://cps.mastercardbusiness.com/sdportal/home.view*

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2.c Provide any other acceptance information that would help minimize 'out-of-pocket expenses when traveling domestically as well as internationally.



Benefits of Increased Card Acceptance At A Glance

- Increase ↓ savings from data access
  Greater card use leads to:
  - Larger spend capture on cards
  - Improved supplier negotiations due to better State spend visibility
- Increase ↓ savings from efficiency
  Greater card use leads to:
  - Further automation and simplified expense management
  - Streamlined payment processes from fewer data entry errors, quicker allocation of costs, easier reconciliation, and faster reimbursement

Wide acceptance of cards for all types of purchases is fundamental to the success of any commercial card program. Since Citi is a dual issuer of MasterCard, cardholders benefit from the widest acceptance of card payments in the United States and around the world (approximately 42 million merchant locations).

High acceptance rates translate into greater use and success for the commercial card program, and enable the State to earn an enhanced rebate and meet greater incentive growth targets. A card solution with limited acceptance may lead to cardholder dissatisfaction and the additional expenses associated with alternative payment methods.

There are a number of approaches that Citi can discuss with the State to minimize 'out-of-pocket expenses when traveling domestically as well as internationally. Upon implementation, Citi will provide consultative guidance from client best practice approaches and share them with you. For example, many clients create preferred vendor databases in major international cities to ensure cardholders are familiar with establishments and service providers that accept your selected card. Most out of pocket expenses can be minimized with effective cardholder communications. Citi would be pleased to assist the State as needed in this regard.

"Acceptance is key. To gain adoption, we needed to introduce a product that people can actually use wherever they are."

Leonard Leung
Global Process Manager, Google

Citi is committed to increasing acceptance rates and ensuring the State benefits from our extensive global acceptance.

As part of Citi's dedication to global acceptance, we offer:

- Resources dedicated to developing and administering programs that aid in merchant sign up; increase card spend for existing programs, and address data enhancement issues with established vendors.
- Our proprietary Global Data Repository, which consolidates data for reporting and file delivery from many countries in which we issue cards
  - Enhanced line item detail and data from secondary sources such as account administration and travel agencies is returned to the State via file delivery and can be integrated into a wide variety of financial systems

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- Access to consolidated global data enables the State to better negotiate with vendors worldwide

- Card statements with Level I information*

*Citi transmits all point-of-sale data provided by a supplier. Level II and III information is available through our online reporting systems when supplied by the merchant. Additionally, Citi works with our travel partners to obtain and deliver travel-specific information (e.g, hotel folio data).

Chip and Pin Capabilities

Citi offers Chip and PIN Cards for all of Citi's Commercial Card clients as our standard Corporate Card offering.

In 2012, we became the first issuer to offer Chip and PIN capabilities in the United States and Canada for commercial cards. This launch was developed in direct response to the needs of our clients traveling to markets where Chip and Pin processing is the dominant way that credit cards are processed at the point of sale and the change in practice in Canada.

In the U.S, Citi is leading the Commercial Card industry by migrating to 100% Chip and PIN. As of October 1, 2015, Citi has completed our card portfolio conversion from magnetic stripe cards to Chip and PIN, providing increased security and fraud prevention benefits.

2.d List any major travel suppliers that do not accept the TPS.

MasterCard is widely accepted at all travel suppliers including major airlines, rental cars, and lodging establishments. To optimize acceptance efforts annually, the card associations conduct a comprehensive analysis of acceptance positions in key merchant segments and geographies. This analysis is the foundation for strategy development and guides all current and future acceptance activities and prioritization.

Because MasterCard already offers the highest acceptance rates and branded cards are accepted at most merchant locations, the associations continue to focus on expansion of acceptance rates in emerging markets and outlying areas.

Furthermore, Citi continually works with our clients and associations to increase merchant acceptance through supplier enrollment campaigns focused on underpenetrated segments and non-card acceptors. Citi will work with the State of California to develop an outreach strategy to ensure full card optimization throughout the life of our contract.

Please reference this link to MasterCard's Merchant Locator tool. State of CA DGS will need to register to gain access to the tool: *https://cps.mastercardbusiness.com/sdportal/home.view*

2.e Detail what programs or processes are used to enroll travel suppliers not currently on your network and any costs to the supplier.

Because MasterCard already offer the highest acceptance rates and branded cards are accepted at most merchant locations, the associations continue to focus on expansion of acceptance rates in emerging markets and outlying areas.

Furthermore, Citi continually works with our clients and associations to increase merchant acceptance through supplier enrollment campaigns focused on underpenetrated segments and non-card acceptors. There is no cost to the supplier for these enrollment initiatives. Lastly, Citi works with industry travel associations to continuously expand network travel supplier adoption. Citi can work with the State to establish communication strategies for targeted supplier adoption, as needed.

Details of the supplier enablement process are as follows:

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Detailed Supplier Enablement Procedures	
Step 1: Supplier Analysis	Our supplier analysis strategy is driven by Citi Working Capital Analytics, in which we gather data pertinent to maximizing supplier adoption – including merchants' contact details to ensure we are reaching out to the correct contacts and targeting the suppliers for the right products. We have proprietary Citi data and algorithms that allow us to determine the merchant's adoption probability and ensure we are properly targeting a supplier to best benefit the State. The State sends Citi a Master Vendor File from your accounts payable (AP) system, enabling us to complete a thorough and accurate analysis of your supplier base. This analysis includes: • Credit card acceptance matching for suppliers that can be enrolled to receive card payments quickly • Probability of adoption based on supplier characteristics • Additional data elements such as suppliers who provide enhanced data elements (Level 3 data) The cleansed Master Vendor File, including the appended data fields, are returned to the State with the supplier analysis.
Step 2: Segmentation and Targeting	Based on the results provided by Citi Working Capital Analytics, we will develop a list of suppliers to pursue for enablement, with the State have the final approval of the target list of suppliers. Citi can also supplement supplier contact information as necessary through open sources as well as our supplier database.
Step 3: Enablement Campaign & Execution	Leveraging the analysis produced, Citi develops a tailored outreach strategy designed to maximize supplier adoption of your B2B card program. The campaign is customized to the State's requirements, with the State having final approval over all materials. While Citi's best practice for enrollment is email communication followed by phone outreach, communications can be any of the following: • E-mail campaign • Direct mail campaign • Webinar with the State's suppliers to communicate the new program and its advantages • Outbound calling to the State's suppliers All written communication will be customized for and approved by the State.
Step 4: Enrollment and Activation	Once a supplier agrees to enroll, Citi will get electronic approval of the agreement and provide the State all the necessary information to switch the payment method to a card solution. We will provide the State weekly updates on the progress of the supplier enablement initiative, including: • Suppliers not contacted • Suppliers contacted

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Detailed Supplier Enablement Procedures
• Decision pending by suppliers • Supplier enrolled

3. Forms of Payment Requirements

The STP desires a combination of accounts for the purchase of travel services. Accounts will be issued directly to State Agencies. Accounts will be issued to other Optional Users and individual Cardholders based on credit worthiness. Accounts will be used through the State's separately contracted and authorized TMS provider and the OBT. All accounts must work interactively with the OBT where applicable. Account numbers must be easily distinguishable. Proposer must provide detailed information regarding its proposed payment account systems, including the services listed below, for each of the desired account types.

Citi is able to meet all of the State's account needs. The State will have access to CitiManager, which will allow the State to manage all aspects of card program.

Citi's Central Travel Account (CTA), is a centrally billed corporate account that captures enhanced data (such as cost center number, employee IDs, and invoice number) by matching travel agent invoice data with the Citi financial transactions (card swipe). Citi's CTA solution provides a source of enriched travel data for matched transactions, allowing for detailed reporting on travel spend and reconciliation.

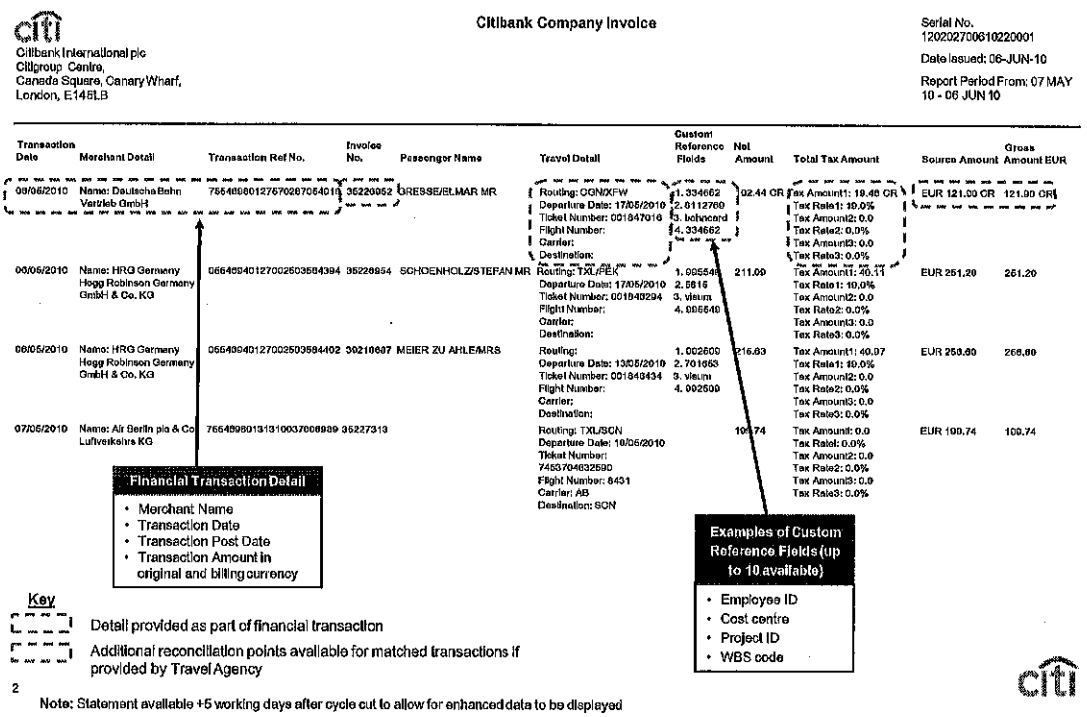
Although Citi recommends using CTAs only for air spend (such as airline transactions and agency fees), this solution can also be used for any type of transaction, including car service and hotels. Increasingly, however, clients have opted to use our Citi Virtual Card Accounts for direct billing for travel.

The State will be well positioned to access both centralized and decentralized information. Our travel transaction data can be enhanced with data from a variety of sources, including folio information from hotel properties and airline data from central reservation systems. Also, we can take advantage of direct feeds from travel management companies, which can supply levels of detail not found in traditional Level III data sets.

The following screen view illustrates CTA enhanced statement capability.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

CTA Enhanced Statement – available via CitiManager



- **Direct Bill**

Master Invoice Reconciliation via Statement Billing File

A master invoice can be provided to the State to be used for reconciliation via a statement billing file. Citi accepts ACH payment as either CDD or CTX NACHA formats. For centrally billed accounts, we also offer direct debit; however, this is not a requirement.

The Master Invoice for the month is provided electronically within 48 hours of the close of the billing cycle. This billing will be a summary of the transactions for that billing cycle, sorted by type of card, and listing the debits, credits, and payments, fraudulent or disputed charges.

We can configure an outbound mapper file to capture specific information that may be required, such as purchase order or supplier contract number.

- **Individual Billed Card (individual and corporate liability)**

Central Billing: Charges are billed to a central the State account and memo posted to cardholder statements. Activity statements are delivered to cardholders for advisement and expense reconciliation. The State will receive an invoice of aggregate transaction volume from which to pay Citi

Individual Billing (Corporate Card only): the State cardholders receive a monthly statement for expense reconciliation and remittance. The amount due, which may be paid either by your cardholder or the State on behalf of your cardholder, will be applied directly to the individual cardholder's account

Citi Commercial Cards can be established with corporate liability, individual liability. Outside the United States, clients may choose full corporate liability. Therefore, liability can rest with the State, the cardholder, as follows:

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- ***Corporate Liability:*** the State is liable for all transactions initiated on the account.
- ***Individual Liability:*** the State's cardholders are liable for all transactions initiated on the account.

On individual liability accounts, Citi uses a credit bureau process to establish eligibility. A soft or promotional credit check using the three credit bureaus is performed, but these credit checks do not factor into credit score calculations. As part of this process, we check for major derogatives, including such items as bankruptcy, write-offs, and tax liens.

- **Virtual Card Number (VCN)**

Diagram

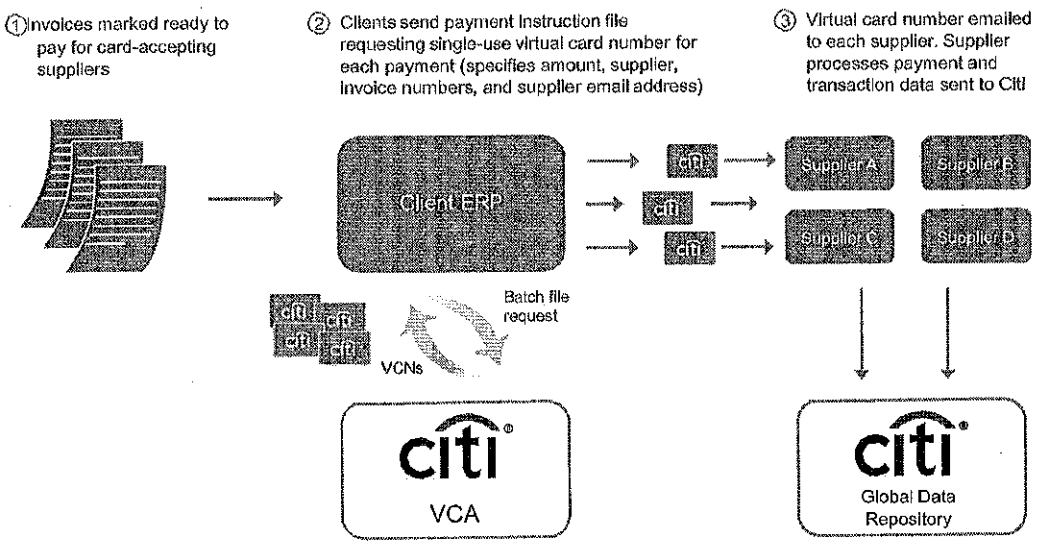
Citi's Virtual Card Account (VCA) solution offers:

- A fully automated XML-based Application Programming Interface (API)
- A batch file mode to request and Virtual Card Numbers (VCNs) directly from your ERP or internal system via multiple file formats (e.g., XML, CSV, EDI, iDOC, ISO XML, etc).
- Ability to request Virtual Card Number's (VCN) online via a web-based portal
- Ability to upload csv file via web-based portal

These VCNs are mapped by the application to a Citi-issued funding card in a many-to-one relationship, so that a large number of VCNs can be generated from a given funding card. The use of VCNs with controls ensures that the merchant never gains access to the funding card and can only conduct a transaction according to the predetermined controls – any transaction attempt outside these controls will cause the transaction to be declined at the point of sale.

Virtual Card Request & Use

Virtual Card Request & Use



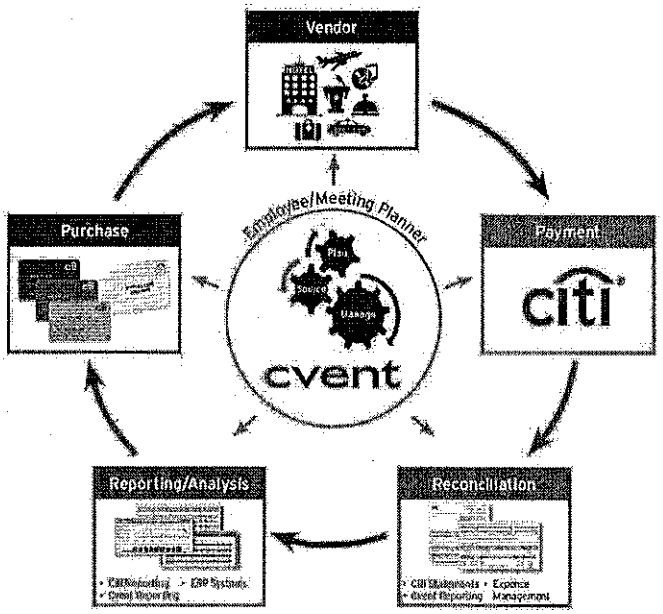
Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Reporting / Reconciliation

The Citi Virtual Card Account solution offers client specified custom data fields that can be defined and labeled by the client (such as, booking number, transaction reference number, ticket number, arrival date, and departure date). Data within these fields are associated with a VCN at the time of request and matched to the transaction data following a completed transaction. This enhanced data, including the VCN, custom data fields, and details of the completed transaction is available for query and reporting within Citi's online reporting tools and can be delivered in a file format that meets the State's requirements.

End-to-End Strategic Meetings Management Solution

Citi has partnered with Cvent, a leading global provider of Meetings Management technology, in an effort to simplify the entire meetings management process. Through this partnership, Citi and Cvent have agreed to integrate the Citi Virtual Card Account (VCA) functionality with Cvent's Meeting Software Solution, allowing joint clients the ability to request a Citi Virtual Card Number for payment directly through the Cvent tool. All of Citi's robust payment workflow approvals and parameters will still apply when requesting a Citi Virtual Card Number, allowing joint clients to control the spend incurred via the VCA. Post payment, joint clients can then view, reconcile, and analyze all of the Meetings & Events data – from transactional and financial to planning – while still in the Cvent tool. Additional integrated reports to help facilitate analysis will include 'actual spend against planned budgets' for improved budgeting and expense management, as well as a 'budget trend report' and 'dashboard reporting' for management overview and analysis. And customers who choose to use Cvent's allocation process with purchases made with their Citi Commercial Card payment products will be able to have feed these allocations from Cvent back into Citi for appropriate invoice and payment request processing by Citi. Email and in-tool notifications will help planners know when an expense has been processed and when it is ready for reconciliation.



Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- **Other innovative payment**

  Citi's Meeting Card offering provides clients with a unique payment solution to capture all meeting and event expenses while providing enhanced visibility and control to ensure each meeting is successful.

  As a flexible and efficient payment solution, Citi's offering provides:

  - Visibility: Improve insight into your total meeting spend by separating it from travel and procurement spend. Also, aggregate your meeting spend with other payment and budget data to gain business-intelligent insight for improved decision making.
  - Control: Impose greater control over your meetings spend and minimize your exposure to fraud, internal misuse and noncompliant spending, through transaction and merchant level controls as well as credit limit controls via a declining balance feature.
  - Process Efficiency: Integrate and streamline your data via transaction data feeds directly into your existing ERP system or meetings management software for simpler reconciliation.
  - Supplier Relationships: Bolster your supplier relationships by paying your suppliers faster – with guaranteed credit approval, within two to four days, helping to reduce their days sales outstanding, resulting in more effective supplier negotiation.
  - End-To-End Solution: Integrate with meetings software technology providers to support an end to end meeting planning and payment solution with tools that provide you and your stakeholders the ability to plan, execute, and measure meetings from start to finish.
  - Savings: Gain greater leverage with suppliers during negotiations via aggregated spend.

  The Citi Meetings Solution is designed to simplify your management of meetings and events (M&E) and enable you to streamline the accounts payable processes. By feeding reconciled transaction data directly into your existing ERP system, the State can replace paper-based processing and reduce associated invoicing costs.

  Robust reporting tools and reports as well as a variety of SMS and email alerts are standard with Citi's Meeting Solution. Two popular alerts for M&E include the "High Value Transaction" alert, which allows cardholders to be notified when a transaction over a predefined amount set by the cardholder has been processed, and the "Available Credit Remaining" alert, which allows cardholders to be notified when their credit available has dropped below a predefined percent.

  Citi's Meeting Solution is supported by two payment products:

  - (1) Traditional Meeting Card
  - (2) M&E Virtual Card Account (VCA)

  The traditional plastic Meeting Card supports last minute and low-ticket purchases where card present is required while the VCA solution's high level of control is effective in paying for pre-negotiated, large-ticket items. In Citi's experience, more clients are electing to implement a VCA meetings solution in conjunction with a traditional Meeting Card to support their complete meeting and events requirements – for small *and* large meetings.

Direct Bill Accounts

3.a Describe in detail, Direct Bill accounts.

The State can set up various summary or billing accounts, enabling us to bill multiple business units and receive multiple payments from those separate business units, while the State retains the ability to consolidate overall rebate benefits. Cardholders can be set up according to the State hierarchy, with their own limits and restrictions. Citi will work with the State to determine restrictions, accounting information, and limits. We can also set up templates for cardholder groups and assign cardholders to various profiles.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

There is no limit to the number of sub-billing accounts the State can implement. Our implementation team will share best practices with the State to ensure the structure works according to your specifications.

To best control client held days and ensure you receive the maximum financial incentives available, we recommend the State adopt a central billing configuration. With this configuration, your cardholder charges are billed to a central the State account and memo posted to cardholder statements. Activity statements are delivered to your cardholders for advisement and expense reconciliation, while the State receives an invoice to pay directly from Citi that details aggregate transaction volume.

In the case of Individual Liability cards Citi extends credit to the individual; therefore, the California code does not apply. Individuals have ample time to pay their bills and receive and reimbursements for their travel expenses – individuals will receive a statement and then have 25 Days to Pay the outstanding amount. In certain circumstances a cardholder will have up to 55 days of float on a transaction from their Travel card.

Citi is proposing compliance with the Government Code Section 927 for Central Liability card programs.

3.b Account Setup: Describe all portions and procedures for account setup (new or existing) including platform capabilities (where applicable), the application process activation methods, enrollment for accounts, maximum transaction size, data field limitations, and turnaround time for the referenced account types.

Citi's account setup process is outlined below:

New and Existing Client Set-up Documentation Requirements

New clients are required to provide the following setup information:

- Resources familiar with internal agency policy and procedures that would impact card program
- Hierarchy build information
- Authorization and entitlements to the card program
- Program controls
- File requirements for data feeds (cardholder or transaction based)Cardholder enrollment and demographic data Select physical card design Confirmation of payment type Final approval on program decisions before card issuance

Application Process

With the enrollment of 10 or more new cardholders, we recommend the Auto Enroll option via file transmission. Auto Enroll is an application that facilitates the input and upload of cardholder data. Using Auto Enroll, the cardholder enters his/her information via a user-friendly front-end interface, and the PA approves the application.

Citi also has the Bulk Online Application: Bulk Online Application (BOLA) which allows the Program Administrator to pre-fill forms in bulk for Card Applicants and trigger automated pass codes and registrations.

Required Account Setup Information

The following cardholder information is required to open an account:

- Name
- Business phone
- Date of birth
- Social Security Number

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- Mailing address
- Verification type
- General Ledger Code (maximum of 24 characters).

Card Issuance

Cardholder applications require authorization from a the State manager or Authorized Representative. Outside of North America, based on specific regulations in some countries, a wet (physical) signature may also be required.

Within the United States, the online application process issues cards within 48 hours of initial application. Faxed applications typically require 72 hours for fulfillment.

User Setup - Profile

Citi will set up a user's profile on CitiManager after the required setup forms are approved by the State and submitted to Citi. Once the user's profile is set up in CitiManager, the user will receive an e-mail with a link and a temporary password. Access to CitiManager is granted after a successful login.

Please refer to ***Appendix – Sample Cardholder Application***.

Integration with the State's Accounting (General Ledger) System

CitiManager can automatically map accounts payable information into the State's general ledger system using a file of valid general ledger codes from your general ledger system. Data can be delivered to the State in the key industry standard card files including Citibank Commercial Format (CCF) 2.0 (our own proprietary format), 4.0, MasterCard Common Data Format (CDF) 3.0, SAP 4.7, and SAP 5.0.

Clients are able to have transactions allocated automatically to particular GL lines based on key data associated with the transactions, including: hierarchy, product, merchant, or Merchant Category Codes. We can also map the data received from the point-of-sale to a general ledger code on a daily basis.

Cardholders may use either CitiManager or the State's in-house reconciliation system to review, reallocate, and split transactions. Cardholder changes to accounting codes, may then be forwarded to a manager for approval. Once approved, transaction information, including detailed Level II and III information, is sent via file to be mapped into the GL system for correct coding.

The State's Implementation Manager will review each of the available methods of handling cost allocations. This ensures we implement the options that best fit your operating model.

Accounting String Capabilities

Accounting segments may be numeric or alphanumeric or date formatted, with up to 40 characters for the value and 40 characters for the description. Our system allows up to 20 segments, which can be assigned up to 40 alphanumeric characters.

Account classifications can be viewed through CitiManager Card Management Module. CitiManager also allows you to place restrictions around the use of individual segments of that full accounting string.

Your Program Administrator(s) may view and maintain the accounting information online one-at-a-time or in bulk using a spreadsheet. For frequent accounting code updates, we have the capability to receive an update file periodically from your accounting system, ensuring that changes in your accounting system flow through this file interface to Citi.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

System Dependencies

When creating an accounting scheme, list fields can be linked together as dependency chains, where the value selected for one field determines which values are available in another field. For example, you can create fields called Country and City configured so that if the user selects France in the Country field, the City field is restricted to the values Paris and Lyon.

3.c Account Cancellation: Describe cancellation if initiated by: 1) STP; 2) Participating Entity; 3) Proposer.

Typically the State's Program Administrator(s) initiates card cancellation. Citi will not cancel or suspend any account without the State's express consent, other than in cases of fraud, theft, loss, emergency, or nonpayment. In such instances, the Program Administrator may not be notified prior to cancellation due to timing and need to minimize client risk.

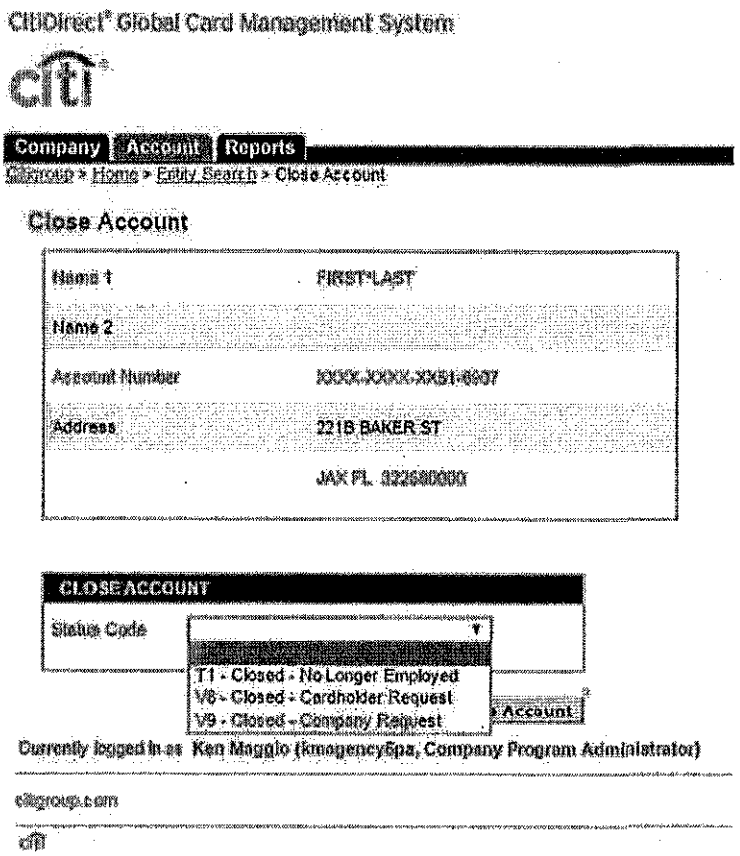
For instances of nonpayment, the State's Program Administrator(s) can easily track cards to be cancelled by running delinquency reports.

For instances of terminated employees or lost or stolen cards, we recommend that the designated the State representative call our Customer Service, rather than using the card deactivation feature through CitiManager Card Management Module.

Cards can be closed instantly on a 24/7 basis through a call to Customer Service or via the online system. We highly recommend that a phone call occur for lost or stolen cards and employee terminations. Accounts can also be closed in bulk using our bulk online maintenance feature.

Citi does not require return of the plastic card for cancellations.

The card cancellation screen in the CitiManager Card Management module is illustrated below.



Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

3.d Billing Enhancement: Detail any enhancements or experience in administering all account types for airline tickets, commercial car rentals, rail tickets, electronic toll collection systems, lodging, meeting and conference services, and other travel- related expenses not previously referenced.

Enhanced data is captured in our proprietary Global Data Repository (GDR), which consolidates data for programs in most countries in which we issue cards. The GDR incorporates enhanced, line-item detail, as well as data from other sources -- such as account administration and travel agencies. Consolidated global data is returned to the State via file delivery and can be integrated into a wide variety of financial systems.

GDR receives enhanced data, from approximately 9,000 travel suppliers including: Airlines, Travel Management Companies (TMCs), Global Distribution Systems (GDSs), Hotels, Trains, and Rental Car Services.

Central Travel Accounts Using the Citi Virtual Card Accounts (VCA)

Citi has the unique ability to provide a centralized payment tool for travel that further simplifies the reconciliation process by using a unique virtual card number for every booking made.

Should the State be interested in setting up direct billing with hotels or other travel providers, Citi would recommend using our VCA solution to augment the use of traditional Citi Corporate Cards for employees and CTA for bulk travel bookings.

Citi's VCA solution enables clients to generate unique virtual account numbers to easily pay for and reconcile direct hotel bills and standard airline purchases. VCA can be used for post-invoice payments and "card-not-present transactions" made via the Internet or phone.

Citi's Virtual Card Account solution offers three interfaces to request virtual card numbers: a Web site, batch file, and real-time Application Programming Interface (API). Appling the API interface, Using VCA, a unique virtual card number would be created for each travel purchase.

For each virtual card number, the State can choose to append up to 29 unique data elements -- such as Travel Purpose, Hotel Fax Number, or Airline Booking Number -- which would increase the overall match-rate for booking transactions. VCA transaction data is available for query and reporting within Citi's online reporting tools and can be delivered in a file format that meets the State's needs.

In addition, each virtual card can be set with granular transaction-level controls that limit use to a pre-specified amount, specific validity period and at particular hotels, airlines or other travel suppliers authorized by the State. These controls provide Citi clients with even greater assurances that supplier card payments are processed appropriately and in compliance with corporate policy.

Suppliers can receive the virtual card number and associated remittance data for payment processing via a secure TLS-encrypted e-mail. Additionally, Citi is developing a capability to deliver similar data plus a card image via fax to ensure acceptance at hotels and other merchants that may require a visual image of a card before approving a transaction.

3.e Lost or Stolen Cards/Fraud on Accounts: Summarize the procedure for lost and stolen cards or fraud identified on accounts, including:

- **Methods to notify Proposer (e.g., letter, email, toll-free telephone line, etc.)**

  For instances of terminated employees or lost or stolen cards, we recommend that the designated the State representative call our Customer Service, rather than using the card deactivation feature through CitiManager Card Management Module.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- **Hours of access for notification**

  Notification is available 24/7.

  As part of our standard offering in North America, Citi's Fraud Early Warning Alerts informs cardholders and program administrators of suspected fraud through email and SMS messages, in addition to a phone call.

  This additional communication channel enables the State to be notified more quickly of suspicious activity for immediate action. Cardholders are able to verify charges by replying to Citi's text message. By enabling SMS capabilities, cardholders will be able to receive and send alerts to Citi early fraud department regarding potentially fraudulent activity on their account(s). If the suspect charge is recognized: the cardholder is to reply back as directed, no further action is required. If the charge is not familiar: the cardholder is to reply back as directed and Citi will send a follow-up text with a toll-free number to call for further resolution. Using Email Notice, Cardholders will receive email notifications to verify card activity, instructing them to call the toll-free number included in the email message.

- **Time-frame for card cancellation after notification**

  Immediate.

- **Time-frame for mailing a replacement card after notification**

  Emergency Card Replacement

  Emergency card replacement is available next day via overnight courier, provided the request is received by 3:00 p.m. ET.

  Non-Emergency Card Replacement

  For non-emergencies, we issue a replacement card within 48 hours of notification. Program Administrators and cardholders can contact Customer Service to request a new card. the State is not liable for unauthorized charges that occur after the bank has been notified of the loss, theft, or possible fraudulent use of the card.

  There is no charge for the shipping of routine or emergency replacement cards.

- **Cardholder's financial responsibility**

  Unauthorized Charges Incurred Before Notification

  The State has 60 days from the date on the latest account statement to notify Citi, in writing, of any charges on the statement that occurred as a result of the card's loss, theft, fraud or unauthorized use by a third party.

  In the case of a lost or stolen card, or suspected unauthorized charges, we advise cardholders or program administrators to notify Citi's Customer Service Unit immediately to remove the potential for any further fraudulent charges to be incurred on the account. Cardholders must complete any necessary paperwork to file the claim. In most cases, following notification, we can provide a cardholder a new account number and expiration date.

  After they are reported, the potential fraudulent charges will go into dispute. Disputed charges will not be payable/due during the dispute process. Following conclusion of the dispute process, the State or its cardholders will be deemed not liable for charges deemed fraudulent, and the disputed charges will be removed from the account.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

3.f Liability: Describe the liability protection your program provides to the State, including any fraud protection processes. Outline the fraud detection and communication process used to notify Cardholders and clients of fraudulent use.

Liability Protection

Citi offers liability programs specifically for protection against misuse of the card, via MasterCard, and provides additional protections and limitation of potential agency liability.

The State is not liable for any unauthorized charge occurring after the bank is notified of the loss, theft, or possible fraudulent use of the card. Clients failing to report promptly purchases made with lost or stolen purchasing cards may be liable for the transaction, with no maximum dollar amount cutoff.

Liability Waiver Programs
MasterCard Waiver of Liability Program The MasterCard Waiver of Liability program is provided regardless of liability type; however, there are conditions and criteria based on liability type. The waiver provides protection to the State against employee misuse or abuse. For programs with five or more cards, the maximum liability waiver coverage is $100,000 in the United States and Canada. To collect on the insurance coverage for the unauthorized charges, the employee must be terminated and the State must provide a cardholder account cancellation request within two days of notifying Citi of the cardholder termination. Eligible charges are those incurred by the cardholder 75 days prior to termination and up to 14 days after termination.

The MasterCard Liability Waiver program is offered at no fee to the State. Claims processing has specific timeframes for the filing for coverage, which is typically 75 days from the date of transaction.

Participation in this program is completely at the discretion of the State of California and Participating Entities.

Employee Termination

We highly recommend requiring terminated employees to pay card balances upon leaving the State. Some clients withhold funds due the Corporate Card from the final payment to the former employee.

Liability for Corporate Card Fraud

In the event the State experienced employee misuse, the liability waiver provided by the card associations would cover the losses for up to $100,000 in the U.S. and Canada.

Unauthorized Charges Incurred Before Notification

the State has 60 days from the date on the latest account statement to notify Citi, in writing, of any charges on the statement that occurred as a result of the card's loss, theft, fraud or unauthorized use by a third party.

In the case of a lost or stolen card, or suspected unauthorized charges, we advise cardholders or program administrators to notify Citi's Customer Service Unit immediately to remove the potential for any further fraudulent charges to be incurred on the account. Cardholders must complete any necessary paperwork to file the claim. In most cases, following notification, we can provide a cardholder a new account number and expiration date.

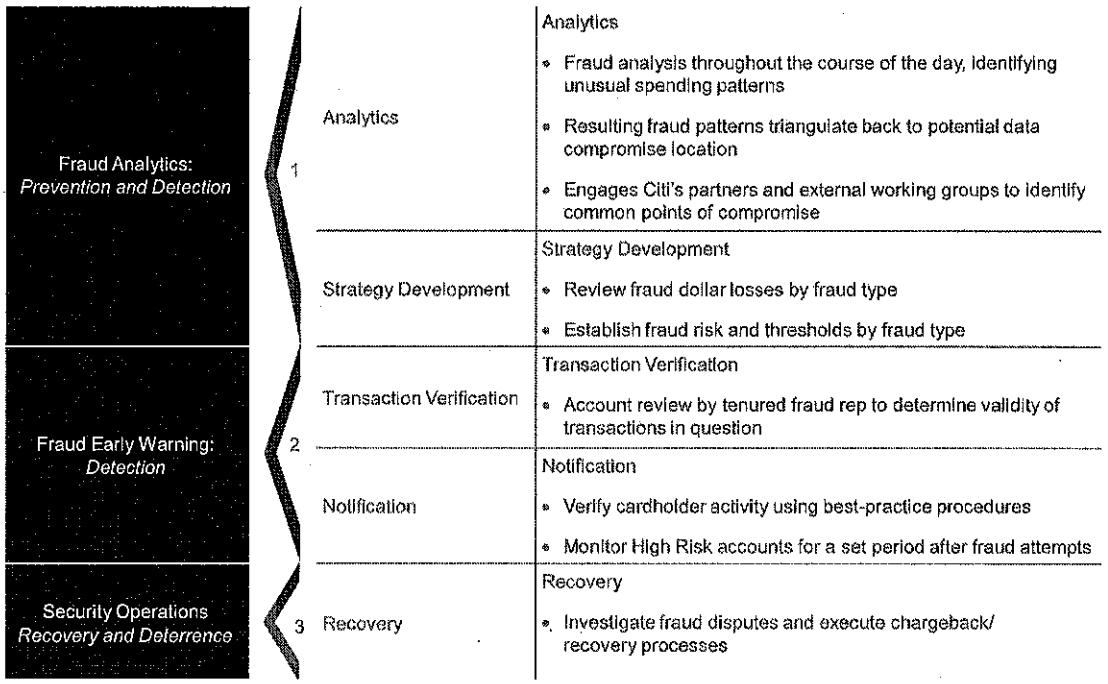
Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

After they are reported, the potential fraudulent charges will go into dispute. Disputed charges will not be payable/due during the dispute process. Following conclusion of the dispute process, the State or its cardholders will be deemed not liable for charges deemed fraudulent, and the disputed charges will be removed from the account.

Citi Fraud Team in Action: Fraud Prevention, Detection, and Recovery

Citi's Commercial Cards fraud management team knows how commercial card programs work, which limits "false positive" situations that can interrupt cardholders' legitimate purchases. Our Fraud Management Team is part of the Commercial Cards business and fraud analysts are co-located with your dedicated Client Service Team.

By partnering with Citi, the State will benefit in the following fraud prevention, detection, and recovery services:



Fraud Notification

Citi Commercial Card Client Delivery contacts cardholders where fraud is suspected on the cardholder's account using advanced technology to create a single source solution to contact cardholders via text message, email in North America, and voice globally.

Immediate communication with the cardholder will limit losses related to fraud and minimize cardholder impact.

Notice of Fraud Resolution

Citi uses extensive fraud monitoring and resolution techniques. Once fraud is reported or identified, the State can use Citi's reporting module to view the status of accounts. If fraud is suspected, cardholders will be notified directly to confirm whether their card has been lost or stolen. Each charge noted and confirmed as fraud will be credited back on the cardholder statement.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Individual Billed Card Accounts

3.g Describe in detail, Individual Billed Card (individual and corporate liability) accounts.

Citi Commercial Cards can be established with corporate liability or individual liability. Therefore, liability can rest with the State, the cardholder, or with limited liability for the State.

Liability Type*	Description
Corporate Liability	The State is liable for all transactions initiated on the account.
Individual Liability	Citi only issues Individual Liability programs in the U.S. and only under an exception basis

*There is no difference in liability for swipe versus non-swipe accounts, such as Ghost and Lodge Accounts.

In the graphic below, we outline the differences in organizational liability based on chosen liability structure.

Individual Bill / Individual Liability
• Billing Options: – Individual Bill • Payment Options: – Individual Pay • Legally Responsible for Payment: – Cardholder • Individual Credit Check: – Yes • Product Options: – T&E / Corporate Card – Project Card

3.h Account Setup: Describe all portions and procedures for account setup (new or existing) including platform capabilities (where applicable), the application process activation methods, enrollment for accounts, maximum transaction size, data field limitations, and turnaround time for the referenced account types.

We can meet the needs for both corporate and individual liability cards for the State of California.

For Corporate Liability solutions whether it be T&E Cards, P-Cards, or Central Travel Accounts, Citi will issue all approved users a card without a credit check. For cardholder enrollment, The State of California will use Citi's bulk enrollment process, or Citi's online card enrollment process via CitiManager, Citi's online card management tool.

All card management procedures, from issuing cards, to closing cards, to adjusting credit limits can all be managed within CitiManager.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Citi's Virtual Card Account solution is not issued directly to an individual, or by a Program Administrator, so the account set process is very different than a traditional P-Card solution. Traditionally a VCA is issued by an ERP system for a payment made directly to a vendor or supplier for a single transaction, a particular amount, and for a particular timeframe.

The Individual Liability account set up enrollment process will work identical to the Corporate Liability new card enrollment process, except that Citi uses a credit bureau process to establish eligibility. A soft or promotional credit check using the three credit bureaus is performed, but these credit checks do not factor into credit score calculations. As part of this process, we check for major derogatives, including such items as bankruptcy, write-offs, and tax liens.

We require the following cardholder information if a credit check is required:

- Social Security Number
- Date of birth
- Home address
- Phone number

Generally, 10% of our card applications are rejected due to poor credit history. Should an applicant for an individual liability account fail our credit screen, the State has the option of "guaranteeing" the account.

Standard data requested during the application process will include e-mail address, mobile phone number, hierarchy (determines the businesses unit), cardholder first and last name, address, home telephone number, employee ID and any default accounting string codes that the State may require to be transmitted with each transaction made by the cardholder. General ledger code (maximum of 24 characters) is the standard data field limitation.

In North America, the following cardholder information is required during the application process.

Individual Liability	Central Liability
• Name • Business and personal phone numbers • Date of birth • Social Security Number • Mailing address (home address if billing address is not home address) • Verification type (employee number, partial Social Security Number, or date of birth or hire) • General ledger code (maximum of 24 characters) • Job title and occupation information	• Name • Business and personal phone numbers • Date of birth • Mailing address (home address if billing address is not home address) • Verification type (employee number, partial Social Security Number, or date of birth or hire) • General ledger code (maximum of 24 characters)

Application Process

New cards can be issued via the Internet, file transmission, or fax as follows:

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Card Issuance and Application Process	
Online Application Process	Citi hosts cardholder applications and Program Administrator (PA) procedures online and throughout the world via our secure CitiManager Account Management tool. Cardholders can use the online application capability supported by CitiManager. Citi Online Applications offers complete cardholder self-registration and workflow approval. Up to three levels of approval can be included (i.e., line manager, business manager, program administrator). Cardholders enter their demographic information into the system and submit forms electronically to their managers. Online Application capability is provided at no extra cost.
Auto Enroll File Transmission (Batch)	With the enrollment of 10 or more new cardholders, we recommend the Auto Enroll option via file transmission. Auto Enroll is a Microsoft Access application that facilitates the input and upload of cardholder data. Using Auto Enroll, the cardholder enters his/her information via a user-friendly front-end interface, and the PA approves the application. Once the upload is completed, cardholders will automatically be sent an email to log into the CitiManager tool and complete their application.
Fax	Card applications may be submitted via fax after being downloaded and printed or received in hard copy.

The online application process issues cards within 48 hours of initial application.

Cards will be delivered to cardholders or the State's Program Administrator via USPS mail within five to seven business days of receiving a complete cardholder application.

3.i Account Cancellation: Describe cancellation if initiated by: 1) STP; 2) Participating Entity; 3) Proposer.

Typically the State's Program Administrator(s) initiates card cancellation. Citi will not cancel or suspend any account without the State's express consent, other than in cases of fraud, theft, loss, emergency, or nonpayment. In such instances, the Program Administrator may not be notified prior to cancellation due to timing and need to minimize client risk.

For instances of nonpayment, the State's Program Administrator(s) can easily track cards to be cancelled by running delinquency reports.

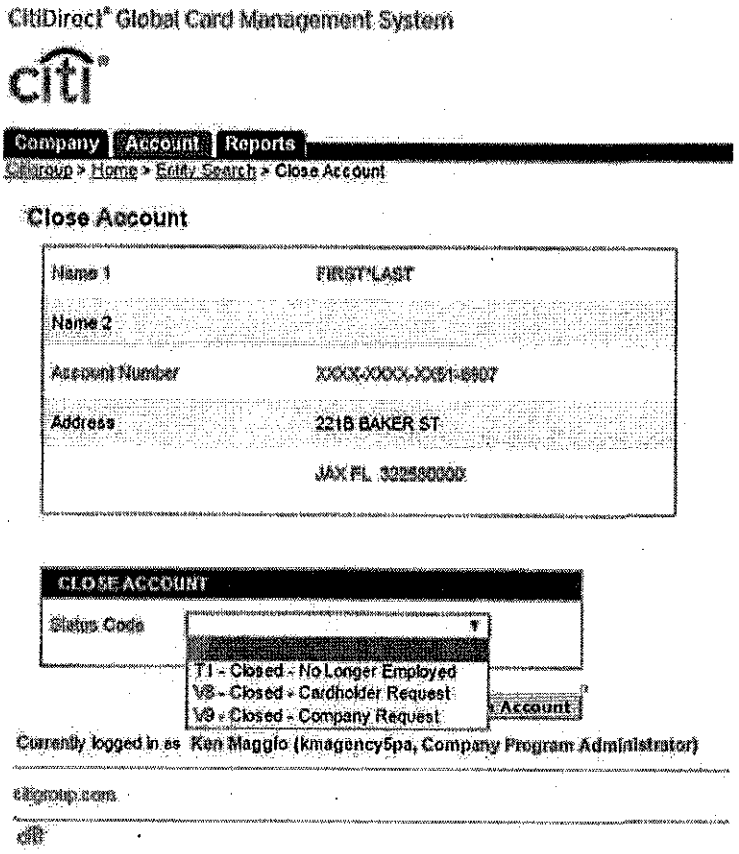
For instances of terminated employees or lost or stolen cards, we recommend that the designated the State representative call our Customer Service, rather than using the card deactivation feature through CitiManager Card Management Module.

Cards can be closed instantly on a 24/7 basis through a call to Customer Service or via the online system. We highly recommend that a phone call occur for lost or stolen cards and employee terminations.

Citi does not require return of the plastic card for cancellations.

The card cancellation screen in the CitiManager Card Management module is illustrated below.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)



3.j Billing Enhancement: Detail any enhancements or experience in administering all account types for airline tickets, commercial car rentals, rail tickets, electronic toll collection systems, lod ing, meeting and conference services, and other travel- related expenses not previously referenced.

The State's cardholders can access billing statements anytime and anywhere via CitiManager, our single sign-on client portal. CitiManager is available globally, enabling cardholders to view account state ents in a secure, online environment. The system also enables users to make secure payments to their individually billed accounts. Program Administrators also can view individual cardholder statements through the module.

The module features include:

- Self-registration by car holders
- Ability to view, print, and save statements and individual transactions to local or shared drives after cycle date
- Ability to save account statements in PDF format and individual transactions in XLS or CSV
- Ability to view current transactions throughout the month
- Provides online statements for 36 months in CitiManager, then archived for seven years
- Secure online payment capability within the U.S. for individually billed USD accounts.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

3.k Lost or Stolen Cards/Fraud on Accounts: Summarize the procedure for lost and stolen cards or fraud identified on accounts, including:

- **Methods to notify Proposer (e.g., letter, email, toll-free telephone line, etc.)**

  For instances of terminated employees or lost or stolen cards, we recommend that the designated the State representative call our Customer Service, rather than using the card deactivation feature through CitiManager Card Management Module.

- **Hours of access for notification**

  24/7.

- **Time-frame for card cancellation after notification**

  Immediate.

- **Time-frame for mailing a replacement card after notification**

  Emergency Card Replacement

  Emergency card replacement is available next day via overnight courier, provided the request is received by 3:00 p.m. ET.

  Non-Emergency Card Replacement

  For non-emergencies, we issue a replacement card within 48 hours of notification. Program Administrators and cardholders can contact Customer Service to request a new card. the State is not liable for unauthorized charges that occur after the bank has been notified of the loss, theft, or possible fraudulent use of the card.

  There is no charge for the shipping of routine or emergency replacement cards.

- **Cardholder's financial responsibility**

  Unauthorized Charges Incurred Before Notification

  the State has 60 days from the date on the latest account statement to notify Citi, in writing, of any charges on the statement that occurred as a result of the card's loss, theft, fraud or unauthorized use by a third party.

  In the case of a lost or stolen card, or suspected unauthorized charges, we advise cardholders or program administrators to notify Citi's Customer Service Unit immediately to remove the potential for any further fraudulent charges to be incurred on the account. Cardholders must complete any necessary paperwork to file the claim. In most cases, following notification, we can provide a cardholder a new account number and expiration date.

  After they are reported, the potential fraudulent charges will go into dispute. Disputed charges will not be payable/due during the dispute process. Following conclusion of the dispute process, the State or its cardholders will be deemed not liable for charges deemed fraudulent, and the disputed charges will be removed from the account.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

3.l Liability: Describe the liability protection your program provides to the State, including any fraud protection processes. Outline the fraud detection and communication process used to notify Cardholders and clients of fraudulent use.

Liability Protection

Citi offers liability programs specifically for protection against misuse of the card, via MasterCard, and provides additional protections and limitation of potential agency liability.

The State is not liable for any unauthorized charge occurring after the bank is notified of the loss, theft, or possible fraudulent use of the card. Clients failing to report promptly purchases made with lost or stolen purchasing cards may be liable for the transaction, with no maximum dollar amount cutoff.

Liability Waiver Programs
MasterCard Waiver of Liability Program The MasterCard Waiver of Liability program is provided regardless of liability type; however, there are conditions and criteria based on liability type. The waiver provides protection to the State against employee misuse or abuse. For programs with five or more cards, the maximum liability waiver coverage is $100,000 in the United States and Canada. To collect on the insurance coverage for the unauthorized charges, the employee must be terminated and the State must provide a cardholder account cancellation request within two days of notifying Citi of the cardholder termination. Eligible charges are those incurred by the cardholder 75 days prior to termination and up to 14 days after termination.

MasterCard Liability Waiver programs are offered at no fee to the State. Claims processing has specific timeframes for the filing for coverage, which is typically 75 days from the date of transaction.

Employee Termination

We highly recommend requiring terminated employees to pay card balances upon leaving the State. Some clients withhold funds due the Corporate Card from the final payment to the former employee.

Liability for Corporate Card Fraud

In the event the State experienced employee misuse, the liability waiver provided by the card associations would cover the losses for up to $100,000 in the U.S. and Canada.

Unauthorized Charges Incurred Before Notification

The State has 60 days from the date on the latest account statement to notify Citi, in writing, of any charges on the statement that occurred as a result of the card's loss, theft, fraud or unauthorized use by a third party.

In the case of a lost or stolen card, or suspected unauthorized charges, we advise cardholders or program administrators to notify Citi's Customer Service Unit immediately to remove the potential for any further fraudulent charges to be incurred on the account. Cardholders must complete any necessary paperwork to file the claim. In most cases, following notification, we can provide a cardholder a new account number and expiration date.

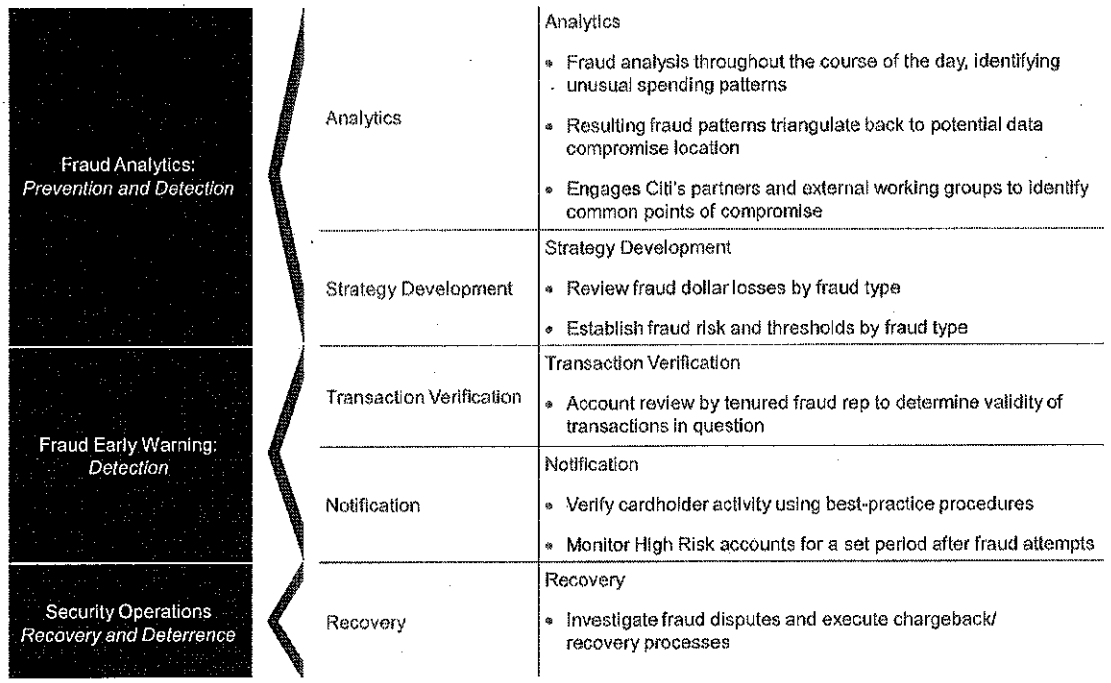
After they are reported, the potential fraudulent charges will go into dispute. Disputed charges will not be payable/due during the dispute process. Following conclusion of the dispute process, the State or its cardholders will be deemed not liable for charges deemed fraudulent, and the disputed charges will be removed from the account.

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Citi Fraud Team in Action: Fraud Prevention, Detection, and Recovery

Citi's Commercial Cards fraud management team knows how commercial card programs work, which limits "false positive" situations that can interrupt cardholders' legitimate purchases. Our Fraud Management Team is part of the Commercial Cards business and fraud analysts are co-located with your dedicated Client Service Team.

By partnering with Citi, the State will benefit in the following fraud prevention, detection, and recovery services:



Fraud Notification

Citi Commercial Card Client Delivery contacts cardholders where fraud is suspected on the cardholder's account using advanced technology to create a single source solution to contact cardholders via text message, email in North America, and voice globally.

Immediate communication with the cardholder will limit losses related to fraud and minimize cardholder impact.

Notice of Fraud Resolution

Citi uses extensive fraud monitoring and resolution techniques. Once fraud is reported or identified, the State can use Citi's reporting module to view the status of accounts. If fraud is suspected, cardholders will be notified directly to confirm whether their card has been lost or stolen. Each charge noted and confirmed as fraud will be credited back on the cardholder statement.

Virtual Card Number Accounts

3.m Describe in detail, VCN accounts.

Citi understands and accepts this mandatory requirement.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Citi's proposed Virtual Card solution allows for the State to utilize multiple integration capabilities to issue cards for travel booked through your GDS, through Concur, or over a phone.

Citi is pleased to offer the State the option to work directly with Citi to utilize custom/in-house API's (application program interface) tools to interface directly with the State's designated Global Distribution Providers as specified in your RFP, or via third party vendors. Citi will work with the State to determine the optimal process for VCN issuance for your Travel Program.

Citi's Proposed Third Party Solution

Conferma is a third-party integrator solution that Citi clients are utilizing as a middleware provider for their central travel virtual card programs. This integrated solution will be available to the State in late Q3, so Citi expects an integrated solution with Conferma will be ready by the State's expected live date.

Citi Virtual Card Accounts (VCAs) are unique, tokenized 16-digit card numbers, with an expiry date, cardholder name and CVV, generated digitally and used for a single payment. VCA's offer the State:

- Increased Controls

  Defined authorization controls for each VCN:

  - Maximum Transaction Amount limit
  - Validity Period (start and end date)
  - Specific Merchants / Merchant Category Groups for VCNs usage
- Enhanced Client Reference Data

*Capture up to 29 client-defined data elements with each VCN for enriched data analysis, reconciliation, and allocation**

- Supplier Acceptance

VCNs are processed by suppliers as standard "Cardholder Not Present" transactions

  - Merchants can be given, emailed, or faxed the digitally generated tokenized, account numbers for making individual bookings or travel transactions purchases
  - The 'real' billing account number is never disclosed to the merchant
- Access to Citi VCNs

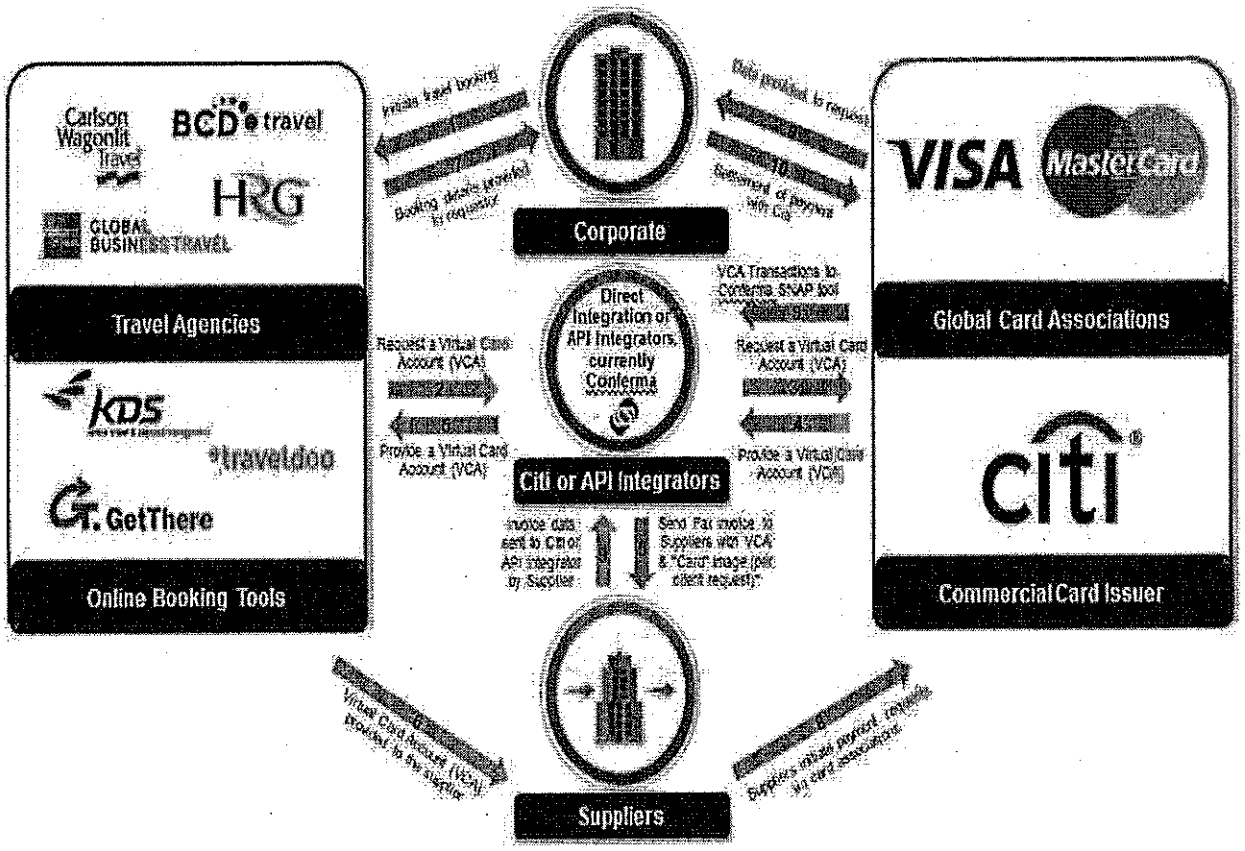
Secure, automated delivery of VCN to merchants via Transport Layer Security (TLS) protocol

  - Real-time XML API integration direct into technology provider
  - Real-time XML API integration via an API integrator, such as Conferma
  - Request through Citi website with customizable approval workflows
- Centrally Billed

Accounts are Centrally billed by Citi and settled by the client

The following diagram highlights the potential Citi transaction flow to show the flexibility and potential usage of the Citi solution:

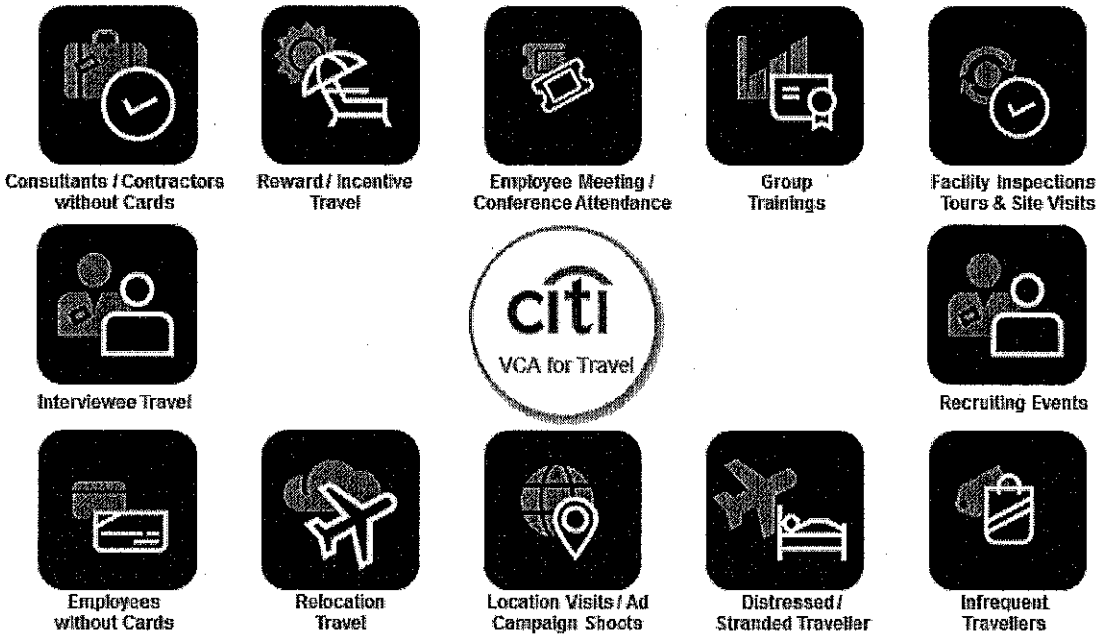
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Citi will work with the State during an implementation to review the State's capabilities for integration as well as the State's travel provider. During the evaluation phase of the implementation our clients consider the following types of usage where the Virtual Card solution may be a better fit over existing card types

.

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3.n Account Setup: Describe all portions and procedures for account setup (new or existing) including platform capabilities (where applicable), the application process activation methods, enrollment for accounts, maximum transaction size, data field limitations, and turnaround time for the referenced account types.

Required VCA Issuance Parameters

Citi's Virtual Card Accounts (VCA) platform requires a basic set of parameters to generate a Virtual Card Number (VCN), including amount, validity period, and any additional controls pertaining to that individual VCN. The control parameters are configured at the time of implementation to meet the State's requirements. The client also has the option of capturing client specified custom data fields for each VCN request to easily track, reconcile, and allocate payments.

No special setup or training is required for a vendor to accept VCA payments if they already accept other card payments. The only information needed is an email address to which the remittance email containing the VCN will be sent.

Custom Data Fields

The State can capture client specified custom data fields for each Virtual Card Number (VCN).

The State's Program Administrators can define 'Purchase Types' (i.e., a group of Merchant Category Codes). Each 'Purchase Type' can be defined with its own set of custom data fields (e.g., a purchase type with hotel MCCs can have one set of custom data fields and a purchase type with airline MCCs can have a different set of custom data fields). When creating custom data fields, the State can define the required minimum and maximum length (from 1 to 80 characters) and the character set (e.g., alphanumeric, numeric, date).

Citi can capture up to 29 client-specified data elements with each VCN for enriched data analysis, reconciliation, and allocation.

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Required and Optional User-Defined Fields

When the State creates a 'Purchase Type' and selects which custom data fields will be used with it, they can also specify the order that the fields appear, as well as whether the fields are required or optional.

Changes to Controls

Properly entitled the State administrators can edit both the controls assigned to a VCN, as well as the values captured in the custom data fields. The values captured in the custom data fields are recorded for reporting purposes when the VCN is used in a transaction with a merchant. If the values are changed, this change will only be reflected for transactions that occur after the change and will not be retroactively changed for previous transactions (if any).

Turnaround Time

The Virtual Card Account application also supports an automated, batch-file interface that enables clients to interact with the application via a file-based request / response process. The file-based process provides clients with a method to execute large numbers of VCN requests upon delivery of a batch request file. Upon completion of processing, the application produces a response file containing the processing results for each request. The response file is made available to the client system and can be used for providing VCN data to suppliers, reconciliation, and reporting.

The batch interface supports the same request types as the API interface.

The transmission of batch request / response files between client systems and the VCA solution platform is accomplished via a secure, file-transfer interface using commonly available file-transfer software. The details of this interface are further refined during the implementation phase. The batch interface is designed to support processing for any number of request files. Clients can specify the number of files, delivery frequency, and delivery time of batch file processing.

VCNs are issued as soon as the payment instruction file is received.

3.o Account Cancellation: Describe cancellation if initiated by: 1) STP; 2) Participating Entity; 3) Proposer.

Citi's VCA solution generates a unique, plastic-less 16 digit virtual card number for each transaction. The virtual card numbers are generated off of a real billing account, which is never shared within your organization or with your suppliers to safeguard against misuse. Citi does not re-use Virtual Card Account numbers, which minimizes exposure to fraud. In addition, each virtual card is issued with the State-specific authorization controls based on the State's purchasing needs. These granular, transaction-level controls ensure that each virtual card is processed correctly by the relevant supplier. Charges by suppliers outside of these pre-set conditions will be declined. Additionally, the State can opt to leverage the platform's workflow capabilities to route select transactions for additional pre-approvals before virtual cards are created.

The State or any participating entity can either send us a cancel payment file or cancel a payment directly from the card management website.

3.p Billing Enhancement: Detail any enhancements or experience in administering all account types for airline tickets, commercial car rentals, rail tickets, electronic toll collection systems, lodging, meeting and conference services, and other travel-related expenses not previously referenced.

In addition to its secure payment capabilities, VCA provides enhanced card transaction data that enables streamlined program reporting, improved audit capabilities, and automated reconciliation processes. Each virtual card created can be enriched with client specified data elements, such as

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Purchase Order Number, or Supplier ID. The State can access this data, appended to the underlying transaction details, via Citi's reporting tools or through files delivered directly to your ERP system to automate reconciliation.

CitiManager Custom Reporting Module Travel Reports

Citi's reporting system provides a number of reports to assist the State with information needed to analyze travel costs. In capturing the most robust data available for travel spend: including airline details, hotel and rental car, Citi has reporting that can be aggregated, subtotaled and grouped at the employee, cost center, and/or individual traveler level. Citi obtains data main Global Distribution System (GDS) providers such as Amadeus, Travelport (Galileo and Worldspan), and Sabre, as well as travel agencies, to ensure reporting has meaningful, robust information.

The State can access a variety of travel reports through the CitiManager Custom Reporting module:

Reports	Description
Air Travel Transactions	Air travel transaction detail with date range prompt
O&D Segment Air Spend by Carrier	Provides time period comparison of O&D air spend and segments volume grouped by carrier and city pair (bi-directional)
O&D Segment Air Spend by Carrier and City Pair	Provides time period comparison of O&D air spend and segments volume grouped by carrier and city pair (bi-directional)
O&D Segment Air Spend by City Pair	Provides time period comparison of O&D air spend and segments volume grouped by city pair
O&D Segment Air Spend by City Pair Paged by Carrier	Provides real time period comparison of O&D air spend and segments volume grouped by city pair (bi-directional) and paged by carrier
O&D Segment Air Spend by City Pair and Carrier	Provides time period comparison of O&D air spend and segments volume grouped by city pair (bi-directional) and carrier
Summary by Hierarchy	Provides time period comparison of total spend and transaction volume grouped by hierarchy
Summary by Hierarchy and Major Industry	Provides real time comparison of total spend and transaction volume grouped by hierarchy and major industry
Summary by Industry Detail	Provides time comparison of total spend and transaction volume grouped by industry detail
Top Airline Report	Transaction amount by airline
Top Car Rental Report	Transaction amount by car rental agency
Top Hotel Report	Transaction amount by hotel
Top Hotel Report by Property Location	Transaction amount by hotel location
Total Air Spend by Hierarchy	Provides time period comparison of total air spend and transaction volume grouped by hierarchy
Total Air Spend by Validating Carrier	Provides time period comparison of total air spend and transaction volume by validating carrier
Total Car Spend by Chain	Provides time period comparison of total car spend and transaction volume grouped by car rental chains
Total Hotel Spend by Chain	Provides time period comparison of total hotel spend and transaction volume grouped by hotel chains
Total Hotel Spend Property	Provides time period comparison of total hotel spend and transaction volume grouped by hotel property

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IATA Designations for Travel Reports

CitiManager is a well-developed, custom reporting application. The State will gain access to more than 650 data elements including IATA designations for custom and ad-hoc reporting. In addition to IATA designations, clients can access rich detail on each airline transaction.

Data elements include such fields as:

• Flight Number	• Issue Date	• Ticketing Airline
• Departure Travel Date	• Fare Base	• Service Class
• Issuing Carrier	• Passenger Name	• Internet Indicator

All are available to include in standard reports at no fee. Through our reporting application, The State's Program Administrators can create a host of standard reports to run on-demand or by scheduled subscription – by day, week, or month.

Data can be downloaded in MS Excel, PDF, or Text format.

3.q Fraud on Accounts: Summarize the procedure for fraud identified on accounts, including:

Virtual Card Account solutions are not subject to the same fraud elements that may be experienced on a traditional card based solution. Since the Virtual Card Account can only be issued by an ERP system, or authorized system user, and is traditionally issued for a single payment directly to a single vendor or supplier, with a fixed transaction amount for acceptance during a particular window, the likelihood of fraud is eliminated.

The VCA provides a high level of control for an account established for one singular purpose, one time, at a specific merchant. Each Virtual Card number remains inactive until the payment needs to be issued to a specific vendor. The Virtual Card is given a specific limit that is determined upon issuance.

Features of the VCA include:

- Accounts available for instantaneous issue
- Payment cards can be activated in real-time, using a secure website
- Payment controls can be predefined or established at the time of activation, providing for increased spend control
- Enhanced data capture provides additional detail for reconciliation

While the Purchasing Card can be assigned to a specific group of vendors using Merchant Category Codes, the Citi Virtual Account can be limited further to specific merchants.

- **Methods to notify Proposer (e.g., letter, email, toll-free telephone line, etc.)**

  VCA payments are not subject to fraud since they are send directly to the vendor/supplier with specific parameters.

- **Hours of access for notification**

  Not applicable to VCA

- **Time-frame for account cancellation after notification**

  Near real time.

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- **Time-frame for issuing a replacement number after notification**

  Not applicable to VCA

- **Account holder's financial responsibility**

  State.

3.r. Liability: Describe the liability protection your program provides to the State, including any fraud protection processes. Outline the fraud detection and communication process used to notify Cardholders and clients of fraudulent use.

Same as Billed Account.

3.s Explain how accounting data is transmitted through the reservation process to the billing statement.

Citi will pass on all data that is mapped for the enhanced statements in CitiManager. The quality of data will depend on the travel agency and the travel policy that the State sets up for the CTA.

Accounting data for VCA can pass like it does for a CTA, but it also allows for an additional 29 data elements to be passed with the transaction data.

3.t Specify how transactions can be controlled by: amount of payment; time of payment, (e.g. the check-out date for a hotel or the return date of a rental car).

Virtual Card Controls

The controls set by VCA are set at a per-virtual card number level, providing a number of additional advantages:

- Each virtual card number created can have a different purchase type, maximum amount, back-end card, supplier, start date, and end date or any other associated controls
- Virtual card numbers are mapped by the application to a Citi-issued funding card in a many-to-one relationship so that a large number of VCNs can be generated from a given funding card. Citi can support multiple billing cards in multiple currencies for a client. This will enable the State to aggregate virtual card transactions to one billing card or to many billing cards separated by department, use, or currency. Each billing card results in a separate statement sent by Citi to the State at the end of the billing cycle.
- Each transaction of a certain purchase type can be enhanced with custom data fields depending on State preferences.
- Each virtual card number created is unique; cards are not assigned from a pre-defined pool

3.u Specify if these accounts offer the capacity for variances, (e.g. funds held for room guarantee or slight percentage increase in overall cost, taxes etc.).

Yes. Properly entitled the State administrators can edit both the controls assigned to a VCN, as well as the values captured in the custom data fields. The values captured in the custom data fields are recorded for reporting purposes when the VCN is used in a transaction with a merchant. If the values are changed, this change will only be reflected for transactions that occur after the change and will not be retroactively changed for previous transactions (if any).

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3.v Describe in detail the controls including all capabilities to limit or channel use through merchant codes, supplier codes, Cardholder ID's, region or any other filtering mechanism.

Transaction Controls

The Citi VCA solution can be created with an exact transaction amount control on each transaction; and any authorization attempt outside of the exact amount would be declined.

Because the controls set by VCA are set at a per-virtual card number level, the State realizes the following advantages with each transaction:

- Each Virtual Card Number (VCN) created can have a different purchase type, maximum amount, back-end card, supplier, start date, and end date.
- A Real Card Number (RCN) is created for the State for billing and settlement purposes. Numerous, unique VCNs are generated off of the RCN for secure purchasing. VCNs will never be repeated for enhanced security.
  - Each VCA includes a 16-digit account number, expiration date, and three digit security code for merchant processing at point-of-sale; however, the RCN is never shared with merchants (nor internal users), which dramatically reduces the risk of fraudulent activity or misuse.
  - If the State seeks to aggregate virtual card transactions to multiple departments, uses, or currencies, Citi can create multiple RCNs for your Virtual Card program. Each RCN results in a separate statement sent to the State at the end of the billing cycle. Each transaction of a certain purchase type can be enhanced with custom data elements depending on client preferences.
- Each VCN created is unique; cards are not assigned from a pre-defined pool.

The following controls can be set for each virtual card number created. Moreover, additional controls can be set at the billing account level (real card number level), such as MCC blocking to provide an extra layer of program control, as needed.

3.w Specify if there is a limit to the number of profiles or the ability to filter them.

The State's Implementation team would be able to configure the access you need for any number of VCA profiles.

The overall Virtual Card Account application provides a password-protected, web-based, user interface, which offers several levels of users, including program administrator, card requestor, and a support role. The Program Administrator can access the full functionality offered within the user-interface, which includes activity reporting, system setup, and the ability to request a Virtual Card Number (VCN). The Card Requestor has access to a subset of the administrative capabilities limited to requesting a VCN. A third support role entitles these users to manage the requests created by others, but not to request virtual cards themselves.

The Program Administrator sets up and manages the Virtual Card Account solution using the 'Program Administration' menu, which has the capability to set:

- Purchase types by description and Merchant Category Code (MCC) as well as capability to allow or deny any transaction by MCC
- Select groups within your corporation, assign permissions to each group, and set permissions for each group using unique purchasing types
- Add new users and change current user details, such as moving a new user to a different group, resetting a user password, and deactivating or reactivating a user
- Create and manage a preferred supplier list in the system, which allows a payment request to be restricted to predefined suppliers
- Create reports based on a search filter to monitor activity by real card number, user, authorizations, declines, and date range

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

3.x Specify if there are elements of the system belonging to or relying on a third party, the Proposer should provide details of who the third party is and the existing association (e.g., length of relationship, security).

Currently, Citi's Virtual Card Account program is set up only for vendors accepting MasterCard.

Most vendors accept MasterCard. Citi and MasterCard can work closely with those particular vendors to enable them to accept payments.

We partner with the local merchant acquiring firms:

Region	Acquiring Firm	Services Provided
North America*	• Priority Payment Systems (B2B) • First Data (T&E)	• Merchant on boarding • Merchant enablement • Day-to-day merchant support

3.y Explain how these accounts/systems interact with mobile technology.

Traditionally, a Virtual Card Account payment instruction is issued directly by an ERP system for a payment to be made directly to a supplier or vendor, so the need to access mobile tools to manage a Virtual Card payment is traditionally not necessary. In case there are needs for to manage the card program via mobile technology,

The overall Virtual Card Account application provides a password-protected, web-based, user interface, which offers several levels of users, including program administrator, card requestor, and a support role. The Program Administrator can access the full functionality offered within the user-interface, which includes activity reporting, system setup, and the ability to request a Virtual Card Number (VCN). The Card Requestor has access to a subset of the administrative capabilities limited to requesting a VCN. A third support role entitles these users to manage the requests created by others, but not to request virtual cards themselves.

In lieu of a Mobile App, Citi has created a streamlined version of our CitiManager website for mobile users, accessible via any mobile browser.

By using a mobile browser, the State's users can prevent excess memory usage and device slowdown commonly caused by Mobile Apps. The State can also enable quick access to the CitiManager website by adding our CitiManager mobile browser shortcut to your Smartphone user's mobile desktop.

Other Innovative Payment Accounts

3.z Describe in detail, Other Innovative Payment accounts.

Central Travel Account Overview

Citi offers a centralized billing product called Central Travel Accounts (CTA), as well as ghost cards for all card products. A ghost card is a "plastic-less" card where the account number is held in trust by a key supplier and charged per buyer's instruction. It retains all of the functions of a plastic card.

CTAs are conveniently reconciled using the pre-defined reports available in the CitiManager Custom Reporting module. Clients whose travel agencies provide a data feed to Citi find the ease of viewing reconciled and non-reconciled transactions in the various reports a quick way to reconcile their open itineraries to charges posted in any given period.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Supplemental data provided by travel agencies, card associations, or other enriched data providers (airlines or our clients) are treated as subordinate to the financial data records and are unavailable to clients until a corresponding financial record is enhanced with the enriched data. Financial records can, of course, be viewed at any time after receipt.

Citi partners with card associations (MasterCard) to match data. This strategy ensures Citi benefits from the substantial relationships and data agreements the associations maintain with data providers. MasterCard works directly with the major travel management companies (TMCs), the main GDSs, and major airlines.

A CTA program offers convenience to both the State and your employee travelers. Program value is derived through the ease of reconciliation offered by a CTA solution. The advantage of Citi's CTA program is:

- Enables the State to manage lower credit limits to employees
- Manages the travel bookings centrally through a single account
- Permits the State to have tight control and visibility on the travel expenses
- Reduces the burden on employees of reconciling centrally paid travel charges
- Applies Citi's global experience and infrastructure for the CTA program
- Produces Excel-based reports, which provide for the most simplified reconciliation process.

Project Card



Project Card Benefits At A Glance

- Great for working on discrete projects
- Ideal for managing temporary workers
- Offers maximum expense control
- Available for North American Organizations

Available in 31 countries around the world, The Citi Project Card provides organizations with extra budgetary safeguards to control project expenses. With the Citi Project Card, the payment and management of project-related expenses, the State can reduce the time required to review, process, reconcile, and manage payments associated with non-standard work efforts. Once a project is identified, the organization can preselect the maximum spend allowed on the Citi Project Card as well as the length of time the card will remain active, based on anticipated activity and usage. As the cardholder makes purchases or cash withdrawals, the available balance declines until the card limit is exhausted. Unlike traditional card products, making payments towards the account balance does not refresh the credit limit and any charges made after the defined expiration date will be declined.

Citi's Project Card is an ideal solution for any program where there is a need for a set budget or fixed spending amount. The State can set the Project Card with a maximum available balance to pay for expenses related to relocation, special projects or events, uniform allowances or for many other uses, including:

Meetings/Events	Projects	Travel and Expense (T&E)
Board Meetings	Consulting Engagements	Incentives & Per Diems
Conferences & Conventions	Disaster Recovery Efforts	Recruiting & Relocation
Holiday Parties	Educational Grants	Rewards & Recognition
Sales Meetings	Government Grants	Temporary Workforce
Team Meetings	Pilot/Test Programs	Training

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Meetings/Events	Projects	Travel and Expense (T&E)
Trade Shows & Product Launches	Short-Term Projects	Uniform Allowances

In addition to providing increased budgetary control, Citi's Project Card improves cash flow management since no funds leave your pocket until payment is due on purchases made. The credit limit acts only as a cap to expenses, and you pay only for the transactions made via the Card. In addition, the State has the added sense of security that comes with enhanced spend control while still enjoying the convenience and flexibility provided by Citi Commercial Card payment product, including:

- Unrivaled acceptance
- Access to cash
- Insurance benefits
- Fraud and misuse prevention
- Citi's reporting and program management tools

How It Works

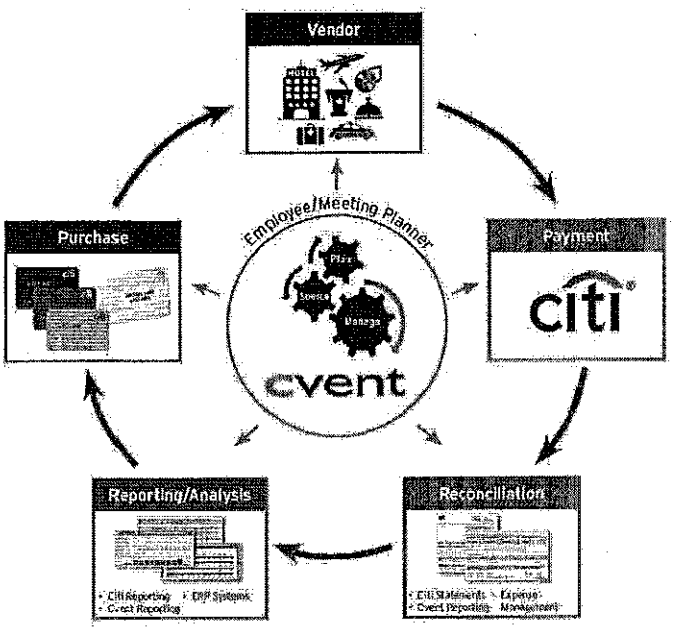
When the cardholder uses the Citi Project Card, the cardholder can charge confidently, without fear of overspend, because the Project Card will stop any transaction that is over the allowed Project Card value or made after the allowed time period. Employees can spend less time on expense management and more time on their true business responsibilities.

All purchases will be allowed as long as they meet the criteria selected by the program administrator:

End-to-End Strategic Meetings Management Solution

Citi has partnered with Cvent, a leading global provider of Meetings Management technology, in an effort to simplify the entire meetings management process. Through this partnership, Citi and Cvent have agreed to integrate the Citi Virtual Card Account (VCA) functionality with Cvent's Meeting Software Solution, allowing joint clients the ability to request a Citi Virtual Card Number for payment directly through the Cvent tool. All of Citi's robust payment workflow approvals and parameters will still apply when requesting a Citi Virtual Card Number, allowing joint clients to control the spend incurred via the VCA. Post payment, joint clients can then view, reconcile, and analyze all of the Meetings & Events data – from transactional and financial to planning –while still in the Cvent tool. Additional integrated reports to help facilitate analysis will include 'actual spend against planned budgets' for improved budgeting and expense management, as well as a 'budget trend report' and 'dashboard reporting' for management overview and analysis. And customers who choose to use Cvent's allocation process with purchases made with their Citi Commercial Card payment products will be able to have feed these allocations from Cvent back into Citi for appropriate invoice and payment request processing by Citi. Email and in-tool notifications will help planners know when an expense has been processed and when it is ready for reconciliation.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)



Citi Meeting Solution Benefits at a Glance:

- Separate your meeting and event expenses from your travel and entertainment spend
- Gain complete visibility over your event and meeting expenses
- Track and analyze transaction data by department, cost center, spend category and supplier
- Leverage one solution with built-in integrations to ERPs, EMS, and Cvent Meeting Software
- Gain greater leverage with your suppliers via aggregated meetings and T&E spend data
- Help ensure all spend is in compliance with your internal policies
- Apply additional levels of control to help ensure higher security, compliance and effective management of your meeting budget

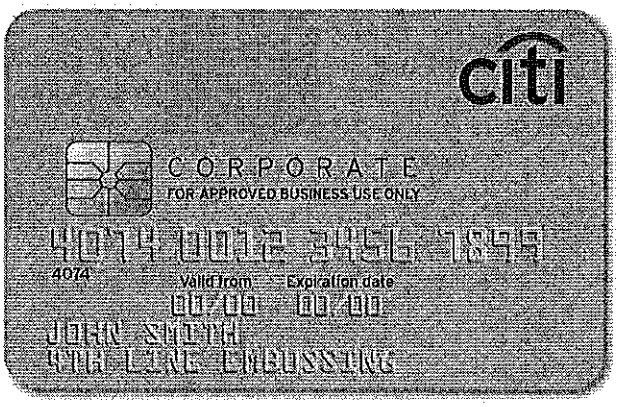


Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- **International Payment Card**
  Citi also offers traditional plastics (USD-dominated) for employees abroad.

Benefits of IPC

Benefits of Citi's International Payment Car Program	
Company Benefits	Increase in global spend volume – leading to increased rebates to cli nt
	Increase br adth of global program for reduced exception and out-of-policy expense manageme t
	Review commercial card reporting locally, regionally, and globally – identifying trends and use patterns
	Monitor spend to ensure compliance with corporate travel policy
	Assess global reports to identify opportunities for incre sed supplier discounts
	Benefit from a dedicated Citi team to help the State implement, customize, and exp nd card program
Cardholder Benefits	Manage ex ense activity online – gain unsurpassed convenience thanks to maxim m card acceptance
	Reduce tim spend on ex ense management
	Benefit from insurance coverage – including travel accident, travel inconvenience, lost luggage, and primary car rental
	Access award-wining client support via 24/7 service centers



3.aa Account Setup: Describe all portions and procedures for account setup (new or existing) including platform capabilities (where applicable), the application process activation methods, enrollment for accounts, maximum transaction size, data field limitations, and turnaround time for the referenced account types.

With Citi's Central Travel Account (CTA) charges are billed to a central the State account. the State will receive an invoice of aggregate transaction volume from which to pay Citi.

Every booking made by the Travel Agency is presented back to the client under a single invoice number. This invoice number should be the one constant identifier for any service booked by the agency as part of that booking. This invoice number is then passed to the matching team as part of the enhanced data feed and used to facilitate the matching process which is then presented back to our clients in our Reporting Tool, CCRS.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Data Matching

CTAs are conveniently reconciled using the pre-defined reports available in the CitiManager Custom Reporting module. Clients whose travel agencies provide a data feed to Citi find the ease of viewing reconciled and non-reconciled transactions in the various reports a quick way to reconcile their open itineraries to charges posted in any given period.

Supplemental data provided by travel agencies, card associations, or other enriched data providers (airlines or our clients) are treated as subordinate to the financial data records and are unavailable to clients until a corresponding financial record is enhanced with the enriched data. Financial records can, of course, be viewed at any time after receipt.

Citi partners with card associations (MasterCard) to match data. This strategy ensures Citi benefits from the substantial relationships and data agreements the associations maintain with data providers. MasterCard works directly with the major travel management companies (TMCs), the main GDSs, and major airlines.

3.ab Account Cancellation: Describe cancellation if initiated by: 1) STP; 2) Participating Entity; 3) Proposer.

This process would be the same as the central bill/central liability programs.

3.ac Billing Enhancement: Detail any enhancements or experience in administering all account types for airline tickets, commercial car rentals, rail tickets, electronic toll collection systems, lodging, meeting and conference services, and other travel- related expenses not previously referenced.

Supplemental data provided by travel management companies and other data providers (airlines or our clients) is added to the Citi-generated financial records to enhance the financial data Citi provides. The standard transactional data, which includes transaction amount, date, and merchant, is matched to the electronic invoice data provided by your travel management company in a matching process using industry best-practice algorithms to provide additional, key data elements typically required for detailed reporting and reconciliation. These include:

- Invoice number
- Passenger name
- Employee profile
- Cost center
- Department code
- Employee ID

Once the enhanced data is linked with the financials, the enriched financial records can be viewed through the reporting capabilities available on CitiManager.

Citi provides a competitive overall match rate, with actual match rates varying slightly per region in accordance with the overall industry. Historically, Citi's CTA program has achieved an average global match rate of 95-98+ percent, when clients have ensured their Travel Management Company (TMC) is supplying the client specified data. Lack of accurate and regular TMC data is the main reason why Citi clients experience match rates lower than anticipated.

To assist with the reconciliation of your travel transactions, Citi provides a statement and Full Reconciliation Report. This globally available report, which can be downloaded to Excel, contains more than 60 standard and custom data fields.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Full Reconciliation Report

Example of a condensed CTA Full Reconciliation report in excel format, containing over 60 data fields to assist with your reconciliation

Account Number: **********003593

Matched Indicator	Invoice Number	Debit/ Credit	MCC	Merchant Name	Transaction Date	Traveller Name	Ticket Number	Sdf1	Sdf2	Sdf3	Sdf4	Departure Date	Orig City	Dest City	Total Transaction Amount
Y	2082683608	A	4722	AEVAGVOYAGES	14/05/2010	WINTERHALDER/PHILIPA	0000	80550	5460330	7021	330	17/05/2010			11.39
Y	2082683608	R	4722	AEVAGVOYAGES	14/05/2010	WINTERHALDER/PHILIPA	000DV349868821	80550	5460330	7021	330	17/05/2010			134.00
Y	2082683608	R	4722	AEVAGVOYAGES	14/05/2010	WINTERHALDER/PHILIPA	000DV349868810	80550	6855420	6868	320	17/05/2010			172.00
Y	2082683616	A	4722	AEVAGVOYAGES	14/05/2010	SALOUZE/PAUL	0000	80550	6478320	6478	320	17/05/2010			20
Y	2082683856	A	4722	AEVAGVOYAGES	14/05/2010	HUETJULIANE	0000	80550	5460330	5460	330	17/05/2010			20
Y	2082683856	A	4722	AEVAGVOYAGES	14/05/2010	SZABO/PETER	0000	80550	5460330	5460	330	31/05/2010			20
Y	2082683862	A	4722	AEVAGVOYAGES	14/05/2010	LASSALLE/CHRISTOPHE	000DV262735634	80550	5460330	5460	330	14/05/2010			115.00
Y	2082683856	A	3007	AIR FRANCE	14/05/2010	HUETJULIANE	05707737774474	80550	5570320	5470	320	17/05/2010	CDG	VRN	1116.89
Y	2082683856	A	3181	MALEV	14/05/2010	SZABO/PETER	18207737774429	80550	6868320	6868	320	31/05/2010	BUD	FRA	188.25
Y	2082685061	A	3007	AIR FRANCE	17/05/2010	STIMSON/ROBINCHARLES	05707737776631	80550	5714330	5640	330	18/05/2010	CDG	LIN	1130.89
Y	2082685320	A	3007	AIR FRANCE	17/05/2010	JAYNES/NIGEL D	05707737776084	80550	5714330	5714	330	19/05/2010	CDG	VRN	1116.89
Y	2082685320	A	4722	AEVAGVOYAGES	18/05/2010	LAMOUROUX/FREDERIC	0000	80550	5714330	5714	330	03/06/2010			21.77
Y	2082685320	A	3007	AIR FRANCE	17/05/2010	LAMOUROUX/FREDERIC	05707737776079	80550	5714330	5714	330	03/06/2010	ORY	NCE	306.46
Y	2082685141		3008	LUFTHANSA	22/04/2010	SIMONCELLI/MARIA PAOLA	000	80864	5706330	5708	330	17/05/2010			199.74
Y	2082685987	A	4511	IBERIA-PARIS	11/05/2010	ROGER/YANN	07597737771163	80550	7021330	5460	330	17/05/2010	ORY	ZAZ	395.12
Y	2082692082	A	4511	TARON SSP	18/05/2010	GRAZIANI/FABIO	28197737777904	80550	7021330	6480	330	14/06/2010	CDG	OTP	768.01
Y	2082681905	A	4511	IBERIA-PARIS	10/05/2010	BRENNAN/KAREN	07597737568256	80864	6480330	5460	330	17/05/2010	ORY	BCN	170.12
Y	2082681794	A	4511	TARON SSP	11/05/2010	RUDDOCK/JOANNE	28197737770462	80550	8440320	6816	320	14/06/2010	CDG	OTP	768.01
Y	2082684648	A	4511	IBERIA-PARIS	17/05/2010	FLATZ/MARIANNE	07597737776283	80550	6867320	6868	320	17/06/2010	ORY	ZAZ	357.12
Y	2082686740	A	3007	AIR FRANCE	18/05/2010	OGE/PHILIPPE	05707737770795	80550	7020330	7020	330	29/06/2010	CDG	CMN	750.34
Y	2082685704	A	3016	SAS	18/05/2010	POISSON/FRANCIS	11797737777718	80550	5460330	5460	330	25/06/2010	CDG	CPH	362.31
N			3245	Easyjet	07/05/2010										-7
N			3245	Ryanair	18/05/2010	MURARI/SOPHIE	NEGUXA0								98.12

Common Reconciliation Fields
- Invoice number
- Traveler name
- Transaction Amount

Detail provided as part of financial transaction

Additional reconciliation points available for matched transactions if provided by Travel Agency

Additional Custom Fields
- Cost Centre
- Department Code
- Bookers Reference
- Project Code

Where Available • EMEA, ASPAC, & NA

Sample of a matched record
Sample of an unmatched record

A History of Achievement. A Future of Innovation.

Note: Above data quality is contingent to TMC passing data. For certified TMC list, please refer to TMC section.

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3.ad **Lost or Stolen Cards/Fraud on Accounts: Summarize the procedure for lost and stolencards or fraud identified on accounts, including:**

- **Methods to notify Proposer (e.g., letter, email, toll-free telephone line, etc.)**

  Same as Direct Bill.

- **Hours of access for notification**

  Same as Direct Bill.

- **Time-frame for card cancellation after notification**

  Same as Direct Bill.

- **Time-frame for mailing a replacement card after notification**

  Same as Direct Bill.

- **Cardholder's financial responsibility**

  Same as Direct Bill.

3.ae **Liability: Describe the liability protection your program provides to the State, including any fraud protection processes. Outline the fraud detection and communication process used to notify Cardholders and clients of fraudulent use.**

Same as Direct Bill.

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Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

4. Restrictions and Limits

4.a Describe available purchase limits and restrictions that may be placed on accounts and the time frames for changing those limits and restrictions.

Citi's flexible cards solutions give the State's Program Administrator(s) many options to control card use according to your business requirements. The following table outlines the various program controls available to the State.

Commercial Card Program Controls	
State Level Restrictions	The State can assign a dollar limit and certain Merchant Category Code (MCC) restrictions at the State level. Cash advances can typically be controlled at the State level, as well.
Cardholder Level Restrictions	The State can assign various restrictions and credit limits on an individual account basis.
Department Level Restrictions	The State may be able to group employees and assign them similar spending limits. This is available in some countries, but not recommended from a credit limit perspective.
MCC / SIC Restrictions	The State can assign controls at the individual cardholder level without limitation and can modify these controls on an ongoing basis. For example, the State can assign dollar limits by MCC or SIC categories and can include or exclude groups of MCC or SIC codes in the individual cardholder profile by contacting your designated Client Account Service Manager via phone, e-mail, or fax. Citi can provide the State with recommendations and a list of codes that are frequently blocked for travel and entertainment programs.
Cash Advance Restrictions	The State can restrict cash advance capabilities at the State, department, or cardholder level. Typically this entire function is either a "yes" or "no" for the entire program; however, Citi can, upon instruction from the State, set up cash advance restrictions by single transaction, daily, weekly, and/or monthly limits. The State can also use MCC codes to exclude high-risk cash advance locations (e.g. casinos, which have their own MCC codes and are typically blocked even in travel and entertainment programs).
Dollar Limits	In North America, the State can establish monthly spending limits, dollar / currency transaction limits, and account spending limits on an individual account basis. The State's Program Administrators can increase or decrease credit limits for individual cardholders. Credit limits are an invaluable tool in protecting the State from misuse of employee cards. The State will determine the appropriate credit limits for your program. You can adjust credit limits for cardholders as needed. Citi will work with the State to maximize program spending while maintaining reasonable controls.
Transaction Volume Limits	The State can set daily, weekly, and / or monthly transaction volume limits by card.
Velocity Transaction Limits	A velocity transaction limit determines the criteria for the maximum number of transactions (authorizations) allowable within a defined timeframe (day, week, or month). Some regional variations apply to the availability / customization of velocity limits.

In addition, for the most robust control parameters, the State may use a single use card / Virtual Card – which among other control parameters – provides controls for determining the exact amount and/or exact dates the card can be used.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

4.b Provide information on enhanced procedural constraints that will improve management control on financial transactions and processes (e.g., 45-day notification, 60-day cancellation, or other suspension and/or cancellation policies).

Citi can provide tools to the State of California that will provide for greater management control. These tools include MCC controls, ensuring that only qualified employees receive cards, and migrating most payments to automated payment tools like CTA and VCA. Citi also provides Audit Controls, and a detailed suite of reporting to allow the State to view questionable transactions.

In North America, payment in full is due 25 days after billing cycle date. An account is considered delinquent if payment is 31 days past due. Two occurrences of "bad check/insufficient funds" during the lifetime of an account will result in cancellation / closure of the account.

Citi takes the following action regarding past due accounts:

- Citibank Collections uses a variety of communication tools to reach delinquent cardholders. These include statements messaging, automated voice messaging, letters and outbound phone calls. Contact may begin as early as 31 days past due and continues throughout all delinquency stages.
- Letters are sent to advise the client of their past due status (US only).
- Suspension of charging privileges occurs at 61 days past due (91 days past due in Canada).
- Account cancellation occurs at 91 days past due (181 days past due in Canada).
- Cardholder payment after suspension, but before cancellation, that brings the cardholder's status to less than 61 days past due, results in the opening of charging privileges.

Citi uses an in-house collections process for all accounts prior to write-off, which is 180 days past due.

We follow the same collection process for the State's active and departing employees. Citi recommends the State require terminated/departing employees to pay off their cards upon leaving the State. Some of our clients withhold the funds due the Corporate Card from the employee's final paycheck.

New Statement Available, Payment Due, Payment Past Due short messaging service (SMS), and e-mail alerts are available via the CitiManager portal.

The following table lists availability for global email and mobile alerts.

Alert	Alert Description	Alert Type
Payment Due	Receive notification five business days before payment is due on account. Only generated if amount due is greater than zero.	Email and SMS
Payment Past Due	Receive notification on your statement due date if payment has not been received after 30 days past due	Email and SMS
Payment Received	Receive notification within five days of when your payment has been posted to your account	Email and SMS

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Reports Used For Compliance and Auditing

The CitiManager Custom Reporting System enables the State to aggregate and pull transaction data in a variety of formats for auditing and compliance purposes and at either a detailed or summary level.

We recommend using the tool as a guide for the State to review: spend by supplier, number of transactions, and average transaction amount. This can be used in conjunction with your internal records/contracts with your suppliers to measure compliance with your policies and contract performance. Citi will provide the tool training upon request.

Available Audit Reports

Report Name	Report Description
Inactive New Card Accounts - 30 Days from Issue Date	Number of accounts not activated within 30 days of open date
Inactive New Card Accounts for Number of Months from Issue Date	Number of accounts not used within "X" month from open date - user defined prompt
Number of Card Accounts with History of Reoccurring Non-Sufficient Funds	Number of accounts with repeated NSF payments (NSF = Non-Sufficient Fund) for client defined date range
Number of Card Holders Exceeding Cash Limit	Number of accounts with accounts cash limits in excess of standard - user defined prompt
Number of Card Holders Exceeding Credit Limits	Number of accounts with credit limit in excess of standard - user defined prompt
Number of Card Holders Exceeding Single Transaction Limit	Number of accounts with single transaction limit in excess of standard - user defined prompt
Number of Declined Transactions	Posted transactions causing over cardholder's credit limit status
Number of Payments Returned due to Non-Sufficient Funds	Number of accounts with NSF payment (NSF = Non-Sufficient Fund) for client defined date range
Number of Posted Transactions on Closed Account	Posted transaction on closed account
Percentage of Cash Advance in Total Account Credit Limit	Number of accounts with cash limits in excess of standard of Total Account Credit Limit - user defined prompt
Delinquent Card Accounts with Balance	Number of Accounts with delinquency and outstanding balance
Delinquent Card Accounts with Balance and Last Transaction Date	Number of accounts with outstanding balance and last transaction date
Delinquent Card Accounts with Balance by Status Code	Number of accounts with status code and outstanding balance
Accounts exceeding their Single Transaction Limit	Transaction amount in excess of account Single Credit Limit
Card Holder's Frequent and Sizable Spend with same Merchant	<x>% of trans dollars with same merchant and # of trans over <y> days - user defined prompt
Gasoline Transactions	Gasoline spend over a set amount - user defined prompt
Grocery Transactions	Grocery/Candy store spend over a set amount - user defined prompt
Highest Transaction Amounts	Top Transaction amounts - user defined prompt
Highest Transaction Counts	Top Transaction counts - user defined prompt

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Report Name	Report Description
Internet Transactions	Transactions generated on the Internet - user defined prompt for .like. MCC names defaulted to a few internet like names
Merchant City equals Card Holder Account City	Merchant city = cardholder account city
Merchant Name Equals Card Holder's Last Name	Merchant name = last name of cardholder
Number Cash Advances Withdrawn at Card Holder's Home Address	Number of accounts with cash advances withdrawn at the cardholder's zip code
Number of Air Tickets Booked in Premium Class	Number of accounts that purchased air tickets in premium classes. User defined prompt above defaults.
Number of Cash Advances non-related to Travel	Number of accounts where cash advances are withdrawn by card holder without taking a trip within "X" days of cash withdrawal - user defined prompt
PAYPAL Transactions	Merchant name = PAYPAL
Posted Transaction Amounts over Selected Amount	Posted Transaction Amounts over Selected Amount
Posted Transactions with Selected Merchant Category Codes	Posted transactions with MCC of "X" - user defined prompt
Selected Merchant Category Codes with Card Holder's Account City	If MCC is <X> and Merchant city = cardholder account city - user defined prompt
Single Transaction amount as Percentage of Credit Limit	Single transaction amount within <X>% of credit limit - user defined prompt
Split Ticket I	Split ticket -- multiple trans from same merchant, same tran date
Split Ticket II - Total greater than single transaction limit	Split ticket -- multiple trans from same merchant, same tran date with total greater than single transaction limit
Suspect Merchant Names by Selection	Single transaction amount within <X>% of credit limit - user defined prompt
Transactions in Adult Entertainment	Transactions relevant to Gentlemen's club or adult entertainment - user defined prompt for .like: MCC names defaulted to a few merchant like names
Transactions with Rounded Up Amounts	Purchases or ATM Transactions that had no decimals in their transaction amounts
Weekend Transactions	If Transaction Post Date is Saturday or Sunday

The State can use the CitiManager Card Management module to obtain extensive account status information and control capabilities, such as:

- Transactions can be flagged for special action review. Up to 30 transaction description fields may be customized and stored in the module to contain accounting information or general descriptions
- Splitting and allocating transactions against cost centers and GL codes
- Flagging transactions or cards for exceptions at the State's discretion
- Basic expense reporting for out-of-pocket and non-card transactions
- Routing approved statements to a manager for a second-level review
- Emailing review output to Compliance / Audit within the State
- Direct viewing for audit, compliance, financial officers and Program Administrators

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

The module incorporates a front page that is seen immediately upon log in, enabling Citi to deliver important information to our clients. Program Administrators can also communicate critical updates to the State's cardholders using the front page of the module.

the State can use the CitiManager Card Management module to flag individual transactions or cards for exceptions, at its discretion, and to view a variety of exception reports. Citi maintains an Audit and Compliance folder within our standard reports. These report templates can be scheduled to run on your desired frequency. These reports include split ticket reports and weekend transaction reports, as examples.

In addition to our standard reports, the State has access to Citi's Program Audit Tool (PAT) to support your audit and transaction monitoring processes. Citi's Program Audit Tool is an online, configurable data-mining solution which allows the State administrators to configure rules in line with internal policy; the tool then flags transactions which violate a rule set and are potentially non-compliant. A designated the State reviewer has the ability to review these transactions within the system for further action.

Citi Declining Balance Card

The Citi Declining Balance Card, available in North America, enables the State to limit the expenditures of designated cardholders. By notifying Citi of the desired available balance, expiration date, and Merchant Category Code (MCC) inclusions, the State provides the cardholder with the approved amount to spend over the pre-determined life of the card for approved transaction types. Once established, the balance is depleted as transactions post to the account, ensuring the State will be billed only for the predetermined account limit. Unlike traditional card products, payments to the account do not refresh the credit limit and any charges made after the defined expiration date will be declined.

Citi's clients frequently use Declining Balance Cards:

- As meeting or project cards to adhere to specific budgets
- To pay employees or clients for relocation expenses, education reimbursement, mid-to-large dollar claims, or other insurance benefits.

Declining Balance Card transactions can be reconciled in the same system as your Travel & Entertainment or Purchasing Card program and can be uploaded to your ERP system(s) as part of your standard process for any card expense.

Citi's Virtual Card Account (VCA) allows spend limits to be set at the transaction level or over a period of time, supporting multiple transactions. With a definitive end dates, charges made on the account over the limit or past the period of use date will be declined.

4.c Describe how purchase restrictions are assigned and enforced on accounts.

Depending on how the State configures your specifications and overall program, some spend categories can be blocked using Merchant Category Codes (MCCs). Setting monthly spending limits by cost center or department provides absolute control of overall expenses for the State's departments and divisions. Monthly limits can assist the State in anticipating your monthly card program expenditures and balancing these expenses over time, while avoiding marked and unexpected fluctuations in expenses.

The maximum possible credit limit for a single Citi Commercial Card is $9,999,999.

Changing Credit Limit

Once the credit limit has been set, the State's cardholders will be prohibited from exceeding the limit. At any time, the State Program Administrator(s) may change the credit limit at the State, department, or cardholder level.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Credit Limit Review

CitiManager – our single sign-on portal enables clients to perform various tasks to manage their card programs. The Custom Reporting module (accessible via CitiManager) offers the State's Program Administrator(s) a variety of account management reports, including Credit Limit Review, which reports cardholders approaching the account credit limit. Your Program Administrator(s) may schedule this report to run as often as necessary to meet the State's requirements.

Credit Limit Cycle

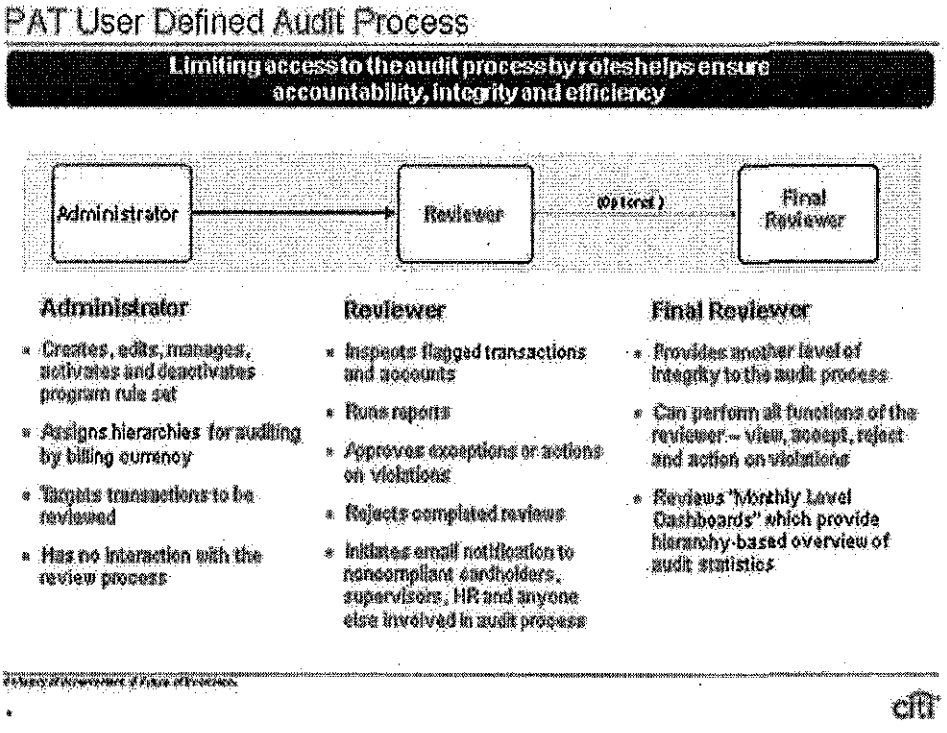
Typically, spend limits are refreshed before midnight on the first business day following the end of the cycle. The master account is restored at the beginning of the new cycle.

Monitor Usage

The Citi Program Audit Tool (PAT), accessible within the CitiManager Custom Reporting System, allows you to monitor your cardholders' activities anywhere in the world, 24/7, while sending email messages directly to non-compliant cardholders.

PAT is a market-defining reporting and data-mining solution with unparalleled global reach that provides online access to consolidated cardholder data across all of your program accounts. An additional level of card-monitoring capabilities ensures the accuracy of valid transactions and protects against out-of-program card usage. Questionable transactions are easily identified, making it easy to recognize cardholder errors and misuse.

Superior drilldown capabilities enable Program Administrators to review violations, make comments and accept, edit or reject the transaction. A tiered review process may be implemented by incorporating a final reviewer to provide another level of integrity to the audit process. The end result is that you are able to uncover possible exceptions quickly and easily, minimizing misuse by ensuring that cardholders are adhering to your organizational guidelines and policies.



Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

4.d Describe how Merchant Category Codes (MCC) restrictions are applied.

Using the CitiManager Card Management module, the State can use the following Merchant Category Code Groups (MCCGs), which are related to spending limits, for enhanced program control:

- ***Daily Limit:*** Limits can be set for the maximum amount of purchases and cash per day on the MCCG, provided those limits do not exceed the current cycle / credit limit set for the account.
- ***Cycle Limit:*** Limits can be set for the maximum amount of purchases and cash per cycle on the MCCG, provided those limits do not exceed the current cycle / credit limit set for the account.
- ***Cycle Volume Limit:*** the State can set a maximum number of transactions per cycle by MCCG.
- ***Daily Volume Limit:*** the State can set a maximum number of transactions per day by MCCG.
- ***Single Purchase Limit:*** the State can set limits for the maximum single purchase limit on the MCCG, as long as those limits do not exceed the current cycle / credit limit set for the account.
- ***End Date:*** the State can set a date when the MCCG should be deleted from the account.

MCC Restrictions

Using CitiManager, Program Administrators can add and delete MCC or SIC groups.

When creating a Merchant Category Group (MCCG), we can block or include up to 75 separate codes or ranges of codes within a single MCCG template and up to nine templates may be applied at the cardholder or agency level.

Once established with Citi, MCC blocks would change upon notification from the State

The following Merchant Category Codes are normally blocked on any type of program:

Code	Description	Code	Description
7273	Dating / Escort Services	7996	Amusement Park
7297	Massage Parlors	7997	Country Clubs
7832	Motion Picture Theaters	7998	Aquariums
7841	Video Tape Rental	9222	Fines
7932	Pool and Billiard Establishments	9211	Court Costs (including child support)
7933	Bowling Alleys	9223	Bail and Bond Payments
7992	Golf Courses	9311	Tax Payment
7994	Video Game Arcades	9401	Food Stamps
7995	Betting Facilities	7800	Gambling – Lottery
7801	Gambling - Casino	7802	Gambling – Horse / Dog Racing

Specific merchant level blocking is available only for merchants who have a centralized or finite number of merchant terminals. For merchants with a widespread retail distribution network, this is not possible, as there are too many terminal IDs to manage.

MCC Reporting

Merchant Category Code information is provided in the daily file.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

4.e Describe the control and access Participating Entities and STP have for setting and changing limits or restrictions.

Updating Program Controls

Controls may be changed at any time via the following methods:

- An authorized the State representative may contact your designated Client Account Service Manager via phone, e-mail, or fax.
- The State's Program Administrator(s) can use the CitiManager Card Management module to update a cardholder's profile online, including controls. Your Program Administrators can also use templates to change various sets of parameters.

Cardholders are not authorized to change any program controls. Only Program Administrators have the authority to change these controls.

4.f Describe applicable mobile applications.

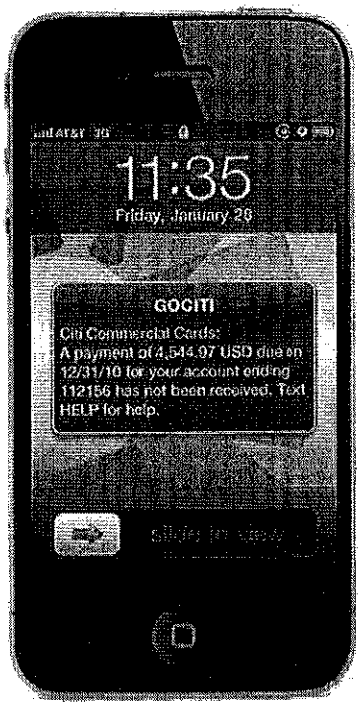
The CitiManager Mobile site is an easy to access and navigate mobile site available in 24 languages on iPhones, Windows, Android, and Blackberry devices. It was built as an extension of the CitiManager tool and uses the same information, including the same User IDs and passwords for access. The CitiManager Mobile site is a secure, server-side Web solution. It leaves no personally identifiable information and requires no cookies or passwords to be stored on the mobile device.

With Citi Commercial Card Mobile Alerts, Cardholders and Program Administrators can easily stay informed about activity on their cards via their mobile phones. By simply subscribing to any one of the approximately 44 alerts, via the CitiManager portal, the State can select to receive SMS (and/or e-mail) updates on balances, statements, transactions, and other relevant information about their accounts while on thego.

Alerts are split into two types – pre-triggered and on-demand. Pre-triggered alerts provide the State notices when a pre-defined situation occurs. For instance, the State will be notified when their statement is ready once their statement has been generated.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Citi's on-demand, or two-way, alerts enable the State to receive on-the-spot account information about their account by sending a Citi-defined SMS command along with the last four digits of their account directly to Citi. Cardholders and Program Administrators registered for Citi Commercial Card alerts are automatically able to send on-demand requests once subscribed. Citi automatically offers 8 on-demand alerts for any Cardholder or Program Administrator subscribed to at least one SMS alert.



Examples of the types of information provided by our on-demand offering include:

- Updates on account balance
- Last three processed transactions
- Current available credit balance
- Password resets
- Receive help and contact information for Customer Support

For the convenience of our alert subscribers, Citi also enables Cardholders and Program Administrators to select when they would like to receive their alerts (i.e., by time zone, hours during the day, and days of the week).

5. Maintenance of Accounts

5.a Describe what changes can be made at each hierarchal level and through what mechanism.

We allow up to seven level of hierarchy. Account changes are entitlement based, therefore levels are not tied to what a user can do in the system. Access can be limited by hierarchy.

Real-time Account Management Capabilities in CitiManager

Within CitiManager, the following fields are updated in real time with account details and transaction authorizations. Some fields may also be maintained by the State's Program Administrator(s) and are updated immediately in the system. CitiManager also enables your Program Administrator(s) to request replacement cards.

eal Time Account Management in CitiManager	
Cardholder Information	• Account name 1 and name 2 • Master accounting code • Home and work phone number • Ad ress 1, 2, city, state, postal code

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Real Time Account Management in CitiManager	
Card Limits & Authorization Controls	• Available credit, current balance, previous balance, current amount due, days past due • Disputed amount • Credit limit and cash advance limit (percentage) adjustments* • Single transaction limit • Daily, cycle, and monthly number of transactions • Daily, cycle, and monthly dollar amount
Merchant Category Code Group Limits	• MCCG name, action, and status • MCCG daily, cycle, and monthly number of transactions • MCCG daily, cycle, and monthly dollar amount • MCCG use, parent limits, groups, and velocity
Account Closure	• Account status (choices of No Longer Employed, Cardholder Request, State Request)
Replacement Card Request	• Standard delivery only
Card authorizations	• Up-to-the-minute information

Entitlements

Citi's online client portal, CitiManager, provides for the multiple hierarchy levels necessary to mirror any organization. Our online tools manage user entitlements within this hierarchy structure, providing access only to the assigned hierarchy node or below. Clients can control the entitlements that CitiManager users have access to, and Citi will work with you to define entitlement reviews that meet yourrequirements.

CitiManager utilizes individually assigned, password protected user roles to differentiate the varying levels of client access and authority. Standard roles with associated entitlements are available (e.g., Program Administrators, Supervisors, Approvers, and Cardholders).

Entitlement group profiles define:

- Online menu options
- Functions performed
- Account data viewed

The State can create, modify, and control access through CitiManager. Within the system, the Program Administrator can view a specific hierarchy. When setting up a new user, the Program Administrator populates an online form with the user's information, assigning them entitlements and roles in the system. Program Administrators also can modify users as required.

Keeping that in mind, below you will find a chart highlighting administration functionality that is available through CitiManager:

Field Name	Real time / Batch	Available to*	
		Cardholder	Program Administrator
Business Address Line 1	Batch	Yes	Yes
Business Address Line 2	Batch	Yes	Yes
Business Address Line 3	Batch	Yes	Yes
Business City/Town	Batch	Yes	Yes
Business State/County	Batch	Yes	Yes

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

	Real time / Batch	Available to*	
		Cardholder	Program Administrator
Business Country	Batch	Yes	Yes
Business Postal Code	Batch	Yes	Yes
Business Telephone Number	Real Time	Yes	Yes
Business Fax Number	Batch	Yes	Yes
Mobile Phone Number	Real Time	Yes	Yes
E-Mail Address	Real Time	Yes	Yes
Home Address Line 1	Batch	Yes	Yes
Home Address Line 2	Batch	Yes	Yes
Home Address Line 3	Batch	Yes	Yes
Home City/Town	Batch	Yes	Yes
Home State/County	Batch	Yes	Yes
Home Postal Code	Batch	Yes	Yes
Home Country	Batch	Yes	Yes
Home Telephone Number	Real Time	Yes	Yes
Card To	Real Time	No	Yes
PIN To	Real Time	No	Yes
Employee ID	Batch	Yes	Yes
Location	Batch	No	Yes
Department	Batch	No	Yes
Cost Centre / Master Accounting Code	Real Time	No	Yes
Cost Centre Description	Real Time	No	Yes
Card Status / Credit Rating	Real Time	No	Yes

*Availability is subject to change and varies by region

5.b Describe the process for requesting or making changes.

An authorized the State and/or Participating Entity representative can change cardholder profiles via CitiManager, including credit limit changes. All profile changes are effective in real time.

This can also be done via phone or email.

Daily Cardholder Information Feed

The State can send us a daily file of cardholder profile information to ensure profiles are continuously updated with the latest information, including account cancellations. The State can also send us a daily feed of available general-ledger codes associated with accounts to ensure invalid ledger codes are deleted and timely updates provided. Citi can receive these files in SFTP, NDM, and HTTPS formats.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Human Resources Data Feed

In North America, Citi can accept Excel-based data feeds for file maintenance from the State's human resources department via upload to the CitiManager Library. The State's data feeds can include spending limit templates as well as updates to the following cardholder attributes:

- Address
- General ledger accounting code
- Cycle limit
- Cash percentage
- Account closure
- Hierarchy change.

Work with your Technical Implementation Manager (assigned as a part of the implementation process) you also can manage these updates using a two-way file for data exchange.

5.c Provide time-frames from change request to change enactment.

Changes to cost allocation tables may be submitted in real time using CitiManager, online in a bulk file, or nightly via automated file delivery.

File sizes for cost allocation table record changes are unlimited. Some clients have successfully uploaded more than one million account codes to us in a single day.

Online Maintenance (OLM)

Citi supports self-servicing capability through CitiManager's online maintenance offering. Through a combination of batch and real-time processing, Program Administrators (PAs) and cardholders, based on State permissions, can update the following information via CitiManager Online tool:

- Cardholder contact information (business and home)
- Card management information (card status, PIN, single transaction limit, etc.)
- Card set-up information (employee ID, and cost center, department, etc.)

While Citi continues to strive for consistency across the globe, with CitiManager being the same tool used across the majority of our markets, some of the specific administration functionality varies by region, mostly driven by regulatory requirements and client demand, as we strive to deliver solutions that are in line with our clients' priorities. Up until recently, the need for enhanced online administration has been mostly driven out of North America, which would explain why there are certain variances in our online offering.

5.d Describe account cancelation, suspension and reinstatement processes including time frames.

Account Management Functions

Card Cancellations	Cards can be closed instantly on a 24/7 basis through a call to Customer Service or via the online system. We recommend calling for lost or stolen cards and employee terminations. Citi does not require return of the plastic card for cancellations.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Delinquency and Suspension Procedures	Individual accounts are considered delinquent at 60 days past due, and a delinquency charge of 2.5% of the outstanding balance is applied if payment is not received by day 60. We take the following actions on late payments: • Suspension of charging privileges at 61 days late • Cancellation at 91 days late • Adverse Bureau reporting at 91 days past due. • Cardholder payment after suspension but before cancellation will result in the opening of charging privileges. • For centrally billed accounts that are past due, a late fee of Prime plus 2% per annum is applied.

For cases of suspected card misuse by a cardholder, we do not take action unless requested by the State. In such cases, the State may wish to call your designated Client Account Service Manager and ask that the credit line on the account be reduced. In cases where the account has been suspended by Citi for suspected fraudulent use, the account could be reinstated upon the State's substantiation of card charges.

Card / Account Reinstatement

At times, the State may wish to reinstate a cardholder whose account has been canceled. The reinstatement process depends on the reason the account was canceled. Procedures for the most common reasons are as follows:

Closed Due To Delinquency	Cardholders who have individual liability accounts may re-establish accounts closed due to delinquency. The cardholder must bring the account current and write a letter to Citi requesting reinstatement. Citi will then review the request and communicate our decision to the Cardholder and the State's Program Administrator. If Citi cannot reinstate the account, the State can establish an account with corporate liability and central payment.	The decision will be made within 7 to 10 days from receipt of the letter	No
Non-Usage	For an account previously closed for non-usage, the State's Program Administrator can contact the PA Service Desk, who can reinstate the account and have a replacement card sent to the cardholder.	• Immediately (when call is placed) • 24 to 48 hours (through email to Service desk)	Yes

5.e List the controls that are in place to ensure only authorized changes, suspensions and cancelations are completed.

Updating Program Controls

Controls may be changed at any time via the following methods:

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- An authorized the State representative may contact your designated Client Account Service Manager via phone, e-mail, or fax.
- The State's Program Administrator(s) can use the CitiManager Card Management module to update a cardholder's profile online, including controls. Your Program Administrators can also use templates to change various sets of parameters.

Cardholders are not authorized to change any program controls. Only Program Administrators have the authority to change these controls.

Through CitiManager, the State can view a maintenance report that contains information on online changes made by cardholders.

Cardholder Account Information Updates

Through CitiManager's *Update User Profile*, cardholders can securely update their account information. Available updates include changing and resetting the cardholder's User ID, address, phone number, and e-mail address.

If any of the cardholder contact information changes, such as a name change due to marital status, or if a cardholder has moved and has a new home address and phone number, or even if the cardholder's User ID has been compromised in some way, the cardholder can use the *Update User Profile* function to change that information in CitiManager.

The maintenance log in CitiManager tracks all online changes made by cardholders.

5.f Provide a detailed outline of the collection process on delinquent accounts.

In North America, payment in full is due 25 days after billing cycle date. An account is considered delinquent if payment is 31 days past due. Two occurrences of "bad check/insufficient funds" during the lifetime of an account will result in cancellation / closure of the account.

Citi takes the following action regarding past due accounts:

- Citi Collections Department contacts the client by phone at 31 days past due. If payment is not received, Citi contacts the client again. This continues through all delinquency stages.
- Letters are sent monthly to advise the client of their past due status.
- Suspension of charging privileges occurs at 61 days past due.
- Account cancellation and Adverse Bureau reporting occur at 91 days past due, if the program is individual liability.
- Programs that are corporate liability are not reported to the bureaus. For payments that are 90 days past due, the State will be invoiced at day 91 and is required to pay within 30 days of Citi's request for payment.
- Cardholder payment after suspension, but before cancellation, results in the opening of charging privileges.

Citi uses an in-house collections process for all accounts prior to write-off, which is 180 days past due.

Online Tools to Monitor Delinquency

We follow the same collection process for the State's active and departing employees. Citi recommends the State require terminated/departing employees to pay off their cards upon leaving the State. Some of our clients withhold the funds due the Corporate Card from the employee's final paycheck.

New Statement Available, Payment Due, Payment Past Due short messaging service (SMS), and e-mail alerts are available via the CitiManager portal.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Citi offers tools that the State can use to monitor and minimize delinquencies. Our clients have found these tools useful in identifying potential delinquent accounts before they become past due.

These tools include the CitiManager Custom Reporting Module, which lets the State consolidate all country, regional, and global commercial card transaction information in an easy to use, web based engine. Within this tool we have created a delinquency report, where the State can see balances for all accounts, as well as portions of that balance that are 30, 60, 90,120, 150 or 180 days past due. This is a powerful tool for the State's Program Administrators to reduce delinquencies.

Additionally, the Citi Program Dashboard allows Program Administrators to generate metrics regarding spend patterns, trends, and anomalies. This includes Program Performance Dashboards, which allows users to track monthly delinquency statuses across the organization

5.g Define the dispute and unauthorized transaction resolution process, including the time-frame and responsibilities for each involved party, the credit or billing process for a disputed or unauthorized transaction while under investigation, and if an initial credit is issued.

Most disputes can quickly be initiated via a phone call to Citi's Customer Service Unit.

Timing for dispute resolution and supplier response is governed by credit card regulations. According to these regulations, Citi has 10 days to answer the cardholder once a dispute is lodged; average resolution time is 30 days. A charge can be disputed after it has been paid as long as it is done within 60 days of the transaction date.

As an alternative to calling the Customer Service Center to file a claim, the cardholder may complete and fax the newly designed Dispute and/or Declaration of Fraud forms found at https://home.cards.citidirect.com.

When a cardholder calls Customer Service to initiate a transaction dispute, the Customer Service Representative (CSR) will collect required information on the call, following up with the cardholder by secure email, only if required. The Customer Service Representative will ask the cardholder questions about the transaction and collect all necessary information required to process the claim with MasterCard. A program administrator may also initiate a dispute on the cardholder's behalf.

All communications dealings with any dispute should include:

- Cardholder name
- Account number
- Date, merchant, and dollar amount of the disputed charge
- Reference number
- Description of the dispute or error

The State will have the support of Citi's Disputes Team. The Disputes Team is group of representatives trained in all aspects of MasterCard card association rules and regulations related to initial dispute charge backs, chargeback representments, pre-compliance, and arbitration. Dedicated representatives handle all commercial card disputes.

If additional documentation or validation is required, the CSR will walk the cardholder through what is needed. In some cases, a cardholder may need to provide validation of the claim via email to help expedite the process. Once a dispute or fraud claim has been completely initiated, the cardholder will receive a confirmation email from Citi for their records.

Initiating dispute and declaration of fraud claims over the phone is faster and less complex for cardholders than paper/fax dispute processes. Telephone initiation also helps clients and Citi foster a "greener environment" by eliminating paper processes.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Notice of Dispute Resolution

Citi provides an indicator on the cardholder's statement if a transaction is under dispute and removes the amount of this transaction from the amount due. Citi provides standard dispute reports via the CitiManager Custom Reporting module. On the cardholder statement, transactions will be highlighted if they are under dispute.

Once the transaction is resolved, the resolution is noted by the removal of the dispute indicator on the statement and via CitiManager. Additionally, cardholders can also subscribe to receive an e-mail and/or SMS alert notifying them that their dispute has been resolved.

Removal from Balance Due (Credit/Billing Process)

Disputed charges are placed in a suspended account, subtracted from the payment due, and not subject to finance charges pending resolution. Once a resolution is reached, the charge is either reapplied (without finance charge accrual) to the balance due, or permanently removed from the account.

Citi does not charge fees for transactions under dispute.

Process to Balance with the State Billing Cycle

CitiManager's Card Management module will enable the State to manage the program, review transactions, and allocate and reconcile charges and accounts. The module offers account setup and management, data delivery, and other essential service functions.

The module's conciliation benefits to the State include:

- Review, reconcile and reallocate transactions
- Access transactions using search criteria
- Retrieve online statements by cardholder, cycle, or statement status
- Review and approve statements
- Initiate transaction disputes

5.h Describe applicable mobile applications.

With Citi Commercial Card Mobile Alerts, Cardholders and Program Administrators can easily stay informed about activity on their cards via their mobile phones. By simply subscribing to any one of the approximately 44 global alerts, via the CitiManager portal, the State can select to receive SMS (and/or e-mail) updates on balances, statements, transactions, and other relevant information about their accounts while on the go.

Alerts are split into two types – pre-triggered and on-demand. Pre-triggered alerts provide the State notices when a pre-defined situation occurs. For instance, the State will be notified when their statement is ready once their statement has been generated.

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Citi's on-demand, or two-way, alerts enable the State to receive on-the-spot account information about their account by sending a Citi-defined SMS command along with the last four digits of their account directly to Citi. Cardholders and Program Administrators registered for Citi Commercial Card alerts are automatically able to send on-demand requests once subscribed. Citi automatically offers 8 on-demand alerts for any Cardholder or Program Administrator subscribed to at least one SMS alert.



Examples of the types of information provided by our on-demand offering include:

- Updates on account balance
- Last three processed transactions
- Current available credit balance
- Password resets
- Receive help and contact information for Customer Support

For the convenience of our alert subscribers, Citi also enables Cardholders and Program Administrators to select when they would like to receive their alerts (i.e., by time zone, hours during the day, and days of the week).

In lieu of a Mobile App, Citi has created a streamlined version of our CitiManager website for mobile users, accessible via any mobile browser.

By using a mobile browser, the State's users can prevent excess memory usage and device slowdown commonly caused by Mobile Apps. the State can also enable quick access to the CitiManager website by adding our CitiManager mobile browser shortcut to your Smartphone user's mobile desktop.

6. Online Data Management and Reporting System

6.a Describe in detail your online data management system.

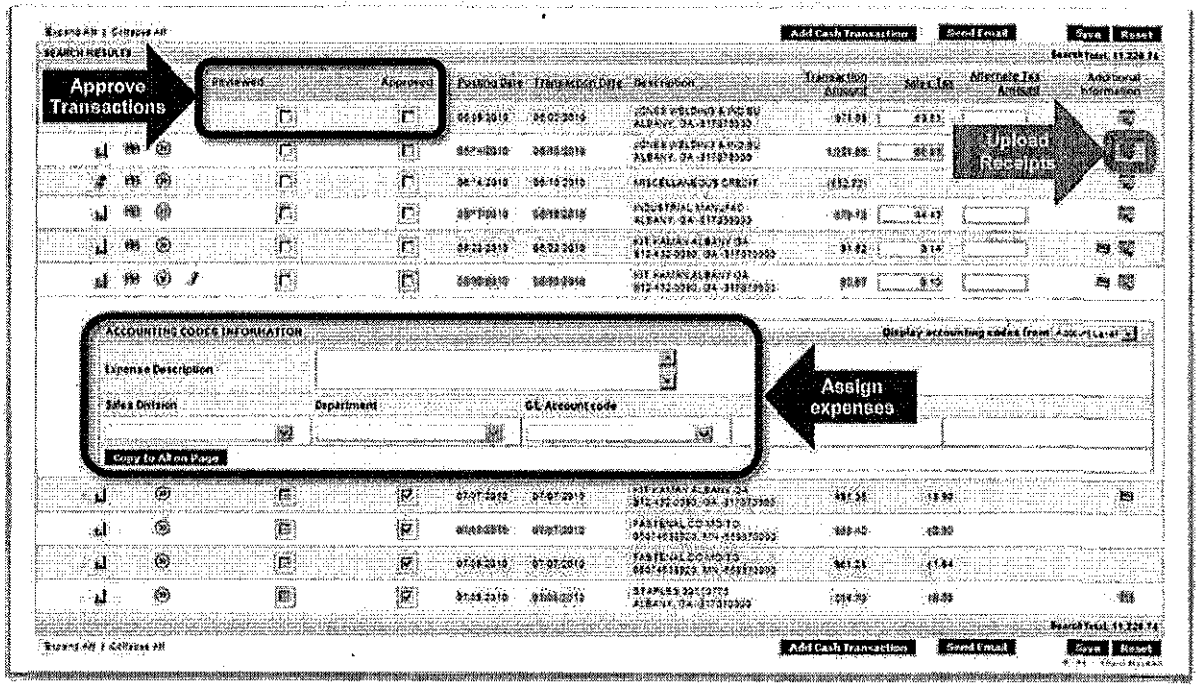
The Global Card Management System (GCMS), accessed via CitiManager, is Citi's primary transaction management tool for global clients and their cardholders. It is used to review, approve, and allocate transactions to appropriate accounting lines. GCMS is easily accessible via CitiManager Single Sign-On (SSO). The State can attach receipt images in PDF, JPEG, and PNG formats, while Program Administrators can download receipt images en masse for audit purposes.

The tool benefits are summarized in the following table:

	Global Card Management System (GCMS)
Global Solution	• Available in more than 57 countries • Support for 22 languages
Based on MasterCard SmartData	• MasterCard's global card transaction management solution • Customized to meet Citi's needs • Accessed through CitiManager via Single Sign-On (SSO) • Supports both MasterCard program

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Global Car Management System (GCMS)	
Transaction Management	Used by Clients to review, approve and allocate transactions to appropriate acc unting lines • Leverage for Corporate Travel Card, Central Travel Account (CTA), Purchasing Card, Virtual Card Accounts (VCA) and One Card clients • Supports both MasterCard program • Supports onli e reporting, data files and program management



6.b Describe permission controls based on hierarchy set up and authorities.

Based on agency permissions and through a combination of batch and real-time processing, Program Administrators (PAs) and Cardholders can update information via our CitiManager Online Tool, including:

- Cardholder contact information (e.g., business and home phone numbers, etc.)
- Card management information (e.g., card status, PIN delivery, single transaction limit, etc.)
- Card set-up information (e.g., employee ID, cost center, department, etc.)

With online update capabili y, the State's PAs have direct control over their global Citi Commercial Card program. They can request changes to accounts on a Cardholder's behalf, as well as grant Cardholders permissions to manage changes to their contact information within CitiManager.

6.c Describe any pre-authorization, billing, payment and reconciliation capabilities.

CitiManager supports electronic workflow approval and reallocation capabilities, enabling the State to seamlessly integrate transactions into your financial systems.

Cardholders can log into the CitiManager at any time to review and allocate their transactions. Within the tool, the State's cardholders can view standard transaction data such as, transaction date, posting date, merchant name, and transaction amount. Cardholder transactions can also be assigned to accounting schemes created and maintained by the State.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

CitiManager enables cardholders to flag transactions as having been reviewed and reconciled, and cardholders and approvers can add notations to individual transactions. Reviewed and reconciled statements can be automatically routed to the State managers for approval.

To assist the State with your reconciliation, CitiManager users can allocate individual transactions to different expense categories based on the State GL accounting structure.

Citi can post data to multiple GL account codes for a single cardholder's transactions manually or by default.

- Accounting codes can be entered manually by a cardholder or manager on the financial screens.
- Default account codes may also be used to automatically apply codes when transactions are loaded into the application.

During cost allocation processing, the following process determines which default values are used for an account.

- If default values are assigned to the account, those values are used
- If default values are not assigned to the account, the default values taken from the next-higher organizational point are used
- If neither the account nor any higher organizational point has assigned default values, the default values taken from the agency level are used
- If no default values have been assigned at the agency level, no default values are used
- The State can provide upload of a file of valid accounting codes through CitiManager. Multiple codes can be assigned to designated individuals, enabling users to allocate transactions against accounting codes. Files can be passed to your financial systems
- The cardholder can direct the entry of the proper GL code, project number, or other information relevant to the State
- the State's designated Technical Implementation Manager will use your input to build GL mapping rules

Expense Management

Citi's proprietary commercial card technology platform, CitiManager, and within it the CitiManager Card Management Module, provides the State with the following expense management capabilities:

Expense Management Function	CitiManager Features
State Set Up	The State's Program Administrator(s) can customize a variety of fields to accommodate your specific reporting and accounting needs. These fields then appear on the transaction allocation screens available for user input.
Transactions & Cost Allocation	Cardholders can review their transactions online at any time. Transactions automatically load into the system and include enhanced airline and hotel detail, if passed by the merchant. Cardholders can display transactions by billing cycle or transaction date range, and they may select only transactions that have not yet been reviewed. CitiManager enables cardholders to allocate transactions to proper accounting codes, enter expense descriptions, enter notes associated with particular transactions, split transactions, and mark transactions as "reviewed." When allocating costs, cardholders can use drop-down boxes for account codes selection or predefined per MCC, vendor, etc.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Expense Management Function	CitiManager Features
Splitting Transactions	The State cardholders can split a single transaction into multiple records in order to assign different accounting values to each (for example, for hotel transactions that must be split by date and expense type). Your Program Administrator(s) can turn the split function on or off, as well as specify the maximum number of splits from 10 to 100. Transactions can be split to different cost centers, and each split transaction has an available field to capture any description or note input by the cardholder.
Cash Expenses	Cardholders can enter cash outlays within CitiManager, if the Non-Card Transaction feature is enabled by the State's Program Administrators. Once entered, cash expenses are displayed as transactions that must be allocated to the proper accounting fields. Non-card transactions may be included or excluded by the Program Administrator on the General Ledger data export, and these transactions may also be exported separately as a non-card data file, which can be integrated to your payroll system. A report can be generated that lists all non-card transactions by individual cardholder.
Expense Reports	The State cardholders can easily print an expense report by entering either a billing cycle or transaction date range. Cardholders typically print the expense report and attach paper receipts for forwarding to Finance, although CitiManager does not require that the expense report be printed.
Data Exports	The State can use the Custom Export function within CitiManager to create an unlimited number of data queries to extract any data from the system for analysis purposes or for integrating into the general ledger or other system. The Export Scheduler function will allow you to select previously created custom exports to run automatically at periodic intervals selected by the State.

6.d Describe the sign-on process for accessing the online data management system.

CitiManager – Entitlement and Sign-on Options

Through CitiManager, the State can choose to create a single sign-on password for all account information (i.e., purchase, travel, and combinations of multiple cards of each type), or create individual entitlements to keep this information separate.

System users with multiple roles will be able to choose the appropriate role without the requirement of an additional sign on. Further, if a cardholder is also a Program Administrator, this individual has the ability to switch roles (from cardholder to program administrator) from one single sign on.

Citi provides a highly secure and reliable online system, and has incorporated Multifactor Authentication as an additional level of user authentication and security, per FFIEC guidelines, since 2006. We have implemented Transport Layer Security (TLS) encryption and effective management of cryptographic key transmission and storage for our entire online system application suite.

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CitiManager ome Page



For added convenience and security, Citi provides enhanced single sign on capabilities to all of our online platforms, requiring only one username and one password.

6.e Describe security and control procedures, including, but not limited to, oversight, internal and external testing and protection of personally identifiable information, and encryption system.

To safeguard client information by ensuring the safe handling of sensitive information, Citi's internal information security policies include the below control guidelines:

- Annual penetration testing and ethical hacks for all client-facing web applications, with issues published and tracked to resolution
- Host and/ r network intrusion detection or prevention for systems
- A minimum of 256-bit Transport Layer Security (TLS) encryption and effective management of cryptog aphic key transmission and storage for Web applications
- Multi factor authentication per FFIEC mandate and guidelines
- Firewalls for applications and netwo k appropriately configured and managed

Further, Citi is subject to strict regulatory compliance rigor by organizations such as the OCC, FRB, and the CFPB. Citi is also ISO 27001 certified.

Card Data Pr tection and Software Security

As a highly regulated financial institution, Citi takes its obligations under data protection legislation seriously. Citi has adopted a wide range of measures, both technical and organizational, with a view to ensuring the confidentiality and security of all personal data in its care, including client and business contact data. A substantial internal audit function monitors compliance with laws, regulations and Citi policies and procedures.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Citi's data privacy and information security professionals understand the issues and requirements in this area. Their expertise is routinely called on to identify and address relevant issues. They work closely with local internal and external legal counsel, compliance officers and regulators.

We also adhere to rigorous security measures and maintain a robust disaster recovery plan and continuity of business plan to protect the integrity of your information and that of your employees. Our systems are regularly subjected to "ethical hacks" by independent, third party firms to ensure ongoing security.

The Department of Defense (DOD), one of our largest clients, has evaluated Citi and determined that we adhered to their stringent security standards for supplier systems.

File Data Security

Citi will safeguard the State's file data using a secure information delivery system in conjunction with a compression and encryption software package called TD Access. This enables us to use various data communication protocols which otherwise could be vulnerable to intrusion. We will provide the State a software "key" for decrypting the data file.

Online System Security

Using our web-based tools, the State will be further safeguarded through the use of Transport Layer Security (TLS) 256-bit encryption. Our online tools require Multifactor Authentication (MFA) which requires users to enter a unique user ID and password upon system log in. Once the user ID and password are accepted, a prompt to answer one of three security questions previously selected and answered by the user will appear. The user will be logged into the module upon successfully answering this question. The MFA log in procedure adds an additional layer of protection for the State's data. Additionally, users are given passwords that must be changed periodically, based on the privileges they are entrusted.

PCI Compliance

Citi is well-positioned to fully align to and support Payment Card Industry (PCI) requirements as a part of its highly regarded Citi Global Information Security (GIS) and Risk Management programs. Citi maintains a set of strong Information Security controls and processes, and is subject to strict regulatory compliance rigor by organizations such as the OCC, FRB, and the CFPB. Citi is also ISO 27001 certified.

To safeguard client information by ensuring the safe handling of sensitive information, Citi's internal information security policies align with PCI guidelines and are PCI compliant. For example, at the Citi enterprise level, which includes Citi Commercial Cards, the following PCI control guidelines are implemented:

- Annual penetration testing and ethical hacks for all client-facing Web applications, with issues published and tracked to resolution
- Host and/or network intrusion detection or prevention for systems
- A minimum of 256-bit Transport Layer Security (TLS) encryption and effective management of cryptographic key transmission and storage for Web applications
- Multi factor authentication per FFIEC mandate and guidelines
- Firewalls for applications and network appropriately configured and managed
- Further, pursuant to the Citi Global PCI Program's strategic plan, Citi's forward objective is to formally prepare the associated PCI DSS attestations, in order to satisfy the informational needs of interested parties.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

6.f Describe security features in place to ensure only authorized personnel can access or maintain accounts.

Citi's online client portal, CitiManager, provides for the multiple hierarchy levels necessary to mirror any organization. Our online tools manage user entitlements within this hierarchy structure, providing access only to the assigned hierarchy node or below. Clients can control the entitlements that CitiManager users have access to, and Citi will work with you to define entitlement reviews that meet your requirements.

CitiManager utilizes individually assigned, password protected user roles to differentiate the varying levels of client access and authority. Standard roles with associated entitlements are available (e.g., Program Administrators, Supervisors, Approvers, and Cardholders).

Entitlement group profiles define:

- Online menu options
- Functions performed
- Account data viewed

The State can create, modify, and control access through CitiManager. Within the system, the Program Administrator can view a specific hierarchy. When setting up a new user, the Program Administrator populates an online form with the user's information, assigning them entitlements and roles in the system. Program Administrators also can modify users as required.

6.g Describe the adaptability of the system for addition of data elements.

Consolidated global data from the GDR is provided to the State via file delivery, and can be integrated into a wide variety of financial systems. During implementation Citi works with the client to define the most suitable consolidation method available.

Our wholly owned and internally managed Global Data Repository (GDR) consolidates data for reporting and file delivery from many countries in which we issue cards. The GDR incorporates enhanced, line item detail, as well as data from sources such as account administration and travel agencies, to provide the State with robust reporting and analytics to support program management and control.

Citi can also provide additional data not captured by the card associations through our proprietary links with certain merchants and properties.

This data offers the State a variety of benefits, including:

- Global evaluation of purchasing and corporate travel spend patterns
- Ability to negotiate global deals with vendors from an informed, knowledgeable position
- Enforcement of the State's expense policies

Additionally, the GDR consolidates data from our client portfolio for benchmarking and analysis. This allows U.S. to track and compare the State's average transaction size, top suppliers, and spending patterns with those of peer organizations that make up our client base.

Citi's GDR is a fully-automated, auditable system with data integrity checks through each stage of consolidation and report generation. Also, to help ensure the integrity of data transmitted to our clients, we adhere to the data standards of the card associations. Each data file received is checked to ensure it is not corrupted, that it is complete, and that it is not a duplicate transmission. The data is then incorporated into the database and, in some cases, cleansed for accuracy.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

6.h Describe real time reporting access and capabilities.

CitiManager Online Tool offers the following online reporting options:

CitiManager Library

The CitiManager Library enables the State to retrieve and download standard reports, 24/7. The State will experience faster and more efficient delivery of reports and be able to eliminate manual data entry into enterprise and financial applications.

Key features of the online library include:

- A client-driven, continually updated selection of reports
- Email notification of new report availability
- Online report retention for simplified record keeping
- Ability to download and print from an intuitive menu

CitiManager Custom Reporting Module

CitiManager Custom Reporting Module is our comprehensive standard and custom reporting online tool that captures and manages information related to your card transactions, from line-item details to consolidated transaction data and everything in between.

Using CitiManager Custom Reporting Module, the clients will have access to robust custom reporting capabilities globally, as well as a variety of standard reports. The users can create and save customized reports tailored to their needs as frequently as required. Reports can be pre-scheduled to run automatically or produced on an ad hoc basis. Users can also export data into common data processing formats such as comma-delimited, excel, PDF, or text.

Client's Program Administrator(s) can create on-demand reports online by:

- Selecting columns and options
- Creating calculations
- Filtering or grouping data

Users can also modify existing, pre-authorized report templates to suit their individual business requirements. CitiManager Custom Reporting Module enables Clients' Program Administrators to access, navigate, and explore relational data to make key business decisions in real time.

Key features of the CitiManager Custom Reporting Module include:

- Over 650 data elements, including Level III and enhanced folio data, are available to create and customize reports
- Download capability supports spreadsheets, PDF and word processing formats
- Ability to save queries in private or public folder to facilitate repetitive report generation
- Reports can be pre-scheduled or run on an ad hoc basis
- Advanced features include filtering, column calculation using an expression editor, creation of custom prompts, and on-the-fly charting capabilities

CitiManager Custom Reporting Module provides you with the details you need to negotiate with vendors, better understand employee spending habits, and ensure compliance with organizational policies.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

7. Statements and Reconciliation

7.a Provide in detail monthly invoicing statement format and displayed information for direct billed and individual accounts, such as traveler name, billing/account codes, etc.

Statement and Payment Interface

Citi provides multiple capabilities for presenting electronic invoices or statements to clients. We offer Statement Billing File and EDI 810 / 811 invoice files that can be issued weekly or monthly after cycle. Other ERP standard files used by some clients for payment purposes include:

- Citi Common Format
- Data Exchange File
- Oracle and SAP formats

Card statements are provided with Level I information, while Level II and III data is available through our online reporting systems when supplied by the merchant.

The State can add messages to the CitiManager home page.

For your convenience, we accept standard electronic forms of payment for central liability programs. We use standard ACH-CTX for central and individual liability programs and accept ACH-CTX, ACH-CCD, EFT, and wire payments for central liability programs. Additionally, for individually billed accounts, we offer CitiManager payment functionality, from which cardholders may pay their balance electronically in a secure Internet environment.

Card statements are provided with Level I information, while Level II and III data is available (when supplied by the merchant) through our online reporting systems.

Account codes and detailed transaction descriptions are available within the transaction management module. Should the State choose to use Citi's online tools, your cardholders will have the ability to complete required information within their online statement prior to submitting for approval.

Please refer to ***Appendix – Sample CB and IL Statements***.

7.b Detail ability to access immediate account overview with drill down capability, as well as providing the statements in multiple formats.

Through CitiManager, cardholders can view, inquire and set-up auto alerts on account activity and statements. The online maintenance and application functions help maximize self-servicing, while the State can benefit from the CitiManager Mobile version for on-the-go account viewing.

CitiManager provides clients with the online ability to view and download statements and transaction activity in csv, text, and pdf formats.

Using CitiManager's Card Management module, cardholders can assign transactions to various accounting codes that are pre-authorized for use by the State, flag transactions as reviewed, add notations and comments to individual transactions, and forward the electronic statement to a manager for approval.

The State cardholders can view online posted transactions the next business day. For current balance information, we recommend cardholders call our Customer Service Unit.

Transaction Activity Details

The following transaction details are available online through CitiManager:

- Post date
- Transaction amounts

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- Merchant information
- Level I-III detail (as provided by merchants)

Alerts and Notification Functionality

CitiManager enables the State to set up auto-scheduled alerts for card transaction and statement availability updates.

Transaction and statement alerts include:

- Dispute resolution notice
- High value transaction (dollar threshold)
- New statement available
- Payment due/invoice
- Payment received
- Payment past due / overdue reminder

7.c Describe customer, administrator and STP levels and access of each.

Access to Statements and Payments for Program Administrators

Access to CitiManager functionality for Program Administrators is entitlement driven. Program Administrators may have access to statement and payment information for those accounts within their hierarchy.

Online payment is only available in U.S. and is tied to accounts. On any central bill accounts, Program Administrators can view payments for their organization's cardholder accounts and initiate payments. Program Administrators can request that Citi creates a payment on a central bill account via Citi debiting an organization bank account.

Statements Overview

Citi offers card statements to all cardholders globally as well as a variety of options for receiving them. Citi enables the State to determine whether your cardholders receive an electronic or, if requested, paper statement. Many corporate clients, such as the State, opt for electronic-only statements to support environmental initiatives. As an alternate, if the State prefers cardholders to receive a paper statement, Citi offers them the ability to "opt out" of receiving the electronic statement. As an added cardholder feature, Citi also offers the CitiManager Mobile site providing cardholders with convenient on-the-go access to account information with intuitive navigation features.

Online Statement Access

The State's cardholders can access billing statements anytime and anywhere via CitiManager, our single sign-on client portal. CitiManager is available globally, enabling cardholders to view account statements in a secure, online environment. Within the United States, the system also enables users to make secure payments to their individually billed accounts. Program Administrators also can view individual cardholder statements through the module.

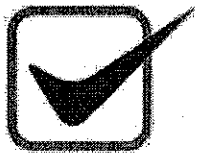
The module features include:

- Self-registration by cardholders
- Ability to view, print, and save statements and individual transactions to local or shared drives after cycle date
- Ability to save account statements in PDF format and individual transactions in XLS or CSV
- Ability to view current transactions throughout the month

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- Provides online archive of statements for 36 months
- Secure online payment capability within the U.S. for individually billed USD accounts

Citi automatically sets up your cardholders to receive statements electronically during the initial implementation, unless otherwise requested. In addition to being a best practice amongst leading organizations, it is also a convenient option for cardholders who are often on the go and prefer online access to their statements. Additionally, this small action has a highly positive "green" impact on our environment: going paper-free has allowed Citi to save over 2,600 trees in 2014. Perhaps this is why we are increasingly seeing organizations opt for paperless statements.



Paperless Statement Benefits At A Glance

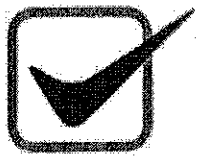
- Provides cardholders with the ability to access their account statements sooner, as opposed to relying on the postal service to deliver them, with the ability to print any statement shown online if necessary
- Allows cardholders to access statements from anywhere, 24/7, using our secure, password protected, CitiManager classic or CitiManager obile
- Supports up to 26 months of archived statements for ease of review and comparison between cycles which can aid with reconciliation
- Decreases your organization's environmental footprint by eliminating the need for cardholders to receive paper statements

Statement Alerts

Additionally Citi Commercial Cardholders can now receive SMS and/or email alerts for convenient access to information about their accounts.

These are some of the many alerts Cardholders can receive:

- New statement available: Receive notification when your statement is available to be viewed on CitiManager
- Available Credit Remaining: Receive notification when your percent of available credit is below a user specified evel
- Payment Due: Receive notification five business days before payment is due on your account which reminds cardholders about upcoming payments in an attempt to prevent costs incurred by late fees
- Payment ast Due: Receive notification on your statement due date if payment hasn't been received



Statement Alert Benefits At A Glance

- Reduced risk of late payment fees
- Greater rebate opportunity
- Reduced risk of card decline
- Support for Cardholders in managing their card amongst all of their other business priorities
- Reduced the risk of a Cardholder having to use their personal card for business expenses

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

7.d Explain how invoicing statements for direct billed and individual accounts are accessed by Cardholders and Participating Entities' accounting offices.

Central Billing: Charges are billed to a central the State account and memo posted to cardholder statements. Activity statements are delivered to cardholders for advisement and expense reconciliation. The State will receive an invoice of aggregate transaction volume from which to pay Citi

Individual Billing (Corporate Card only): the State cardholders receive a monthly statement for expense reconciliation and remittance. The amount due, which may be paid either by your cardholder or the State on behalf of your cardholder, will be applied directly to the individual cardholder's account.

Citi offers card statements to all cardholders as well as a variety of options for receiving them. Citi enables the State to determine whether your cardholders receive an electronic or, if requested, paper statement. Many clients, such as the State, opt for electronic-only statements to support environmental initiatives. As an alternate, if the State prefers cardholders to receive a paper statement, Citi offers them the ability to "opt out" of receiving the electronic statement. As an added cardholder feature, Citi also offers the CitiManager Mobile site providing cardholders with convenient on-the-go access to account information with intuitive navigation features.

The State's cardholders can access billing statements anytime and anywhere via CitiManager, our single sign-on client portal. CitiManager is available globally, enabling cardholders to view account statements in a secure, online environment. The system also enables users to make secure payments to their individually billed accounts. Program Administrators also can view individual cardholder statements through the module.

We also send this invoicing data via an electronic file where many of our clients choose to use this information for payments purposes to maximize their speed to pay and reconciliation.

7.e Provide available options for billing statements to include multiple recipients.

Citi offers individual card statements to all cardholders globally as well as a variety of options for receiving them:

- Paper statements mailed three business days after cycle date
- Online access via CitiManager – our single sign on client portal enables cardholders to view their statements and make payments to individually billed Corporate Card accounts from their personal checking accounts in a secure, online environment. Statements can be downloaded and printed
- Electronic data files.

7.f Provide billing cycles and available options (e.g., multiple cycles).

Citi offers a variety of statement cycles. A statement (billing) cycle is defined as the time from one cycle date to the next in which transactions take place. On average, each cycle is 30 days, depending on the number of days in the month.

The State may take advantage of flexible billing cycles from the third to the 28th of the month. On a monthly billing cycle, we typically cycle all accounts for the full calendar month on a consistent, monthly close date. We can generally accommodate the State's needs.

Citi can alter the cycle date at fiscal year-end close as needed; however, Citi's Transaction Management module uses a government-specific fiscal year-end process to help ease the transition from one fiscal year to the next. This year-end process was created proactively by Citi to aid our public sector clients during the year-end roll-over period.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

7.g Describe ability to itemize charges, such as ticket price and travel vendor transaction fees.

Line Item Detail for Commodity Reporting (Level III)

Citi provides line item detail for commodity reporting through our global reporting database. We are able to provide Level III data to our clients if it is sent to us at point-of-sale from the merchant where the purchase was made, or if the information is provided through a subsequent data file (often called 'enhanced data') post the purchase transaction. To maximize the amount of line item information passed through at point-of-sale, the associations offer the State's merchant a lower interchange rate in exchange for providing additional Level II and Level III data.

Citi can discuss merchant participation strategies with the State to increase the amount of Level III data offered.

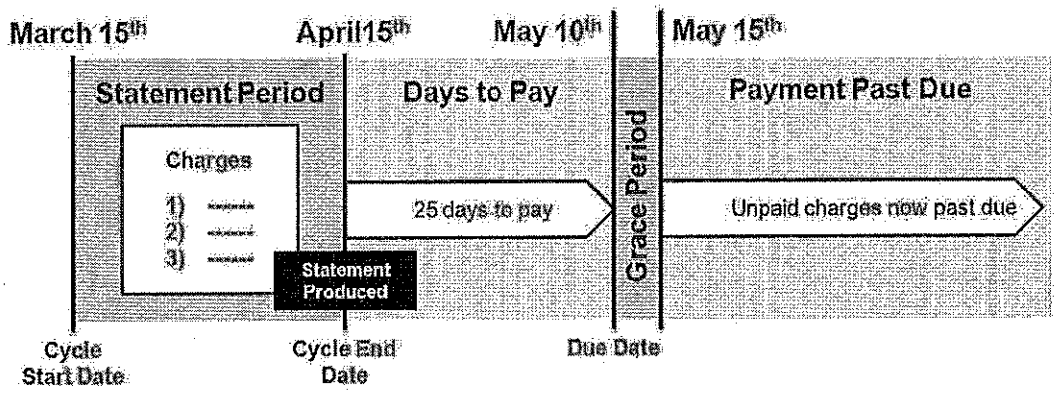
Program Elements	MasterCard
Level 3	Yes
B to B MCCs	Yes
US Programs Only	Yes
Merchant Enrollment Required	No
Dollar Threshold	$7,255

7.h Provide length of time from close of a billing cycle to statement.

Citi offers a variety of statement cycles. A statement (billing) cycle is defined as the time from one cycle date to the next in which transactions take place. On average, each cycle is 30 days, depending on the number of days in the month.

The State may take advantage of flexible billing cycles from the third to the 28th of the month. On a monthly billing cycle, we typically cycle all accounts for the full calendar month on a consistent, monthly close date. We can generally accommodate the State's needs.

Citi Commercial Cards Payment Cycle



Statement Period: Clients choose cycle start & end dates during program setup. Most markets support cycle days between 3 and 28

Days to Pay: Determined during the pricing process. 25 days to pay is the standard for most Citi markets

Grace Period: Most markets have a 5 day grace period for Citi to receive and process payment

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Citi can alter the cycle date at fiscal year-end close as needed; however, Citi's Transaction Management module uses a government-specific fiscal year-end process to help ease the transition from one fiscal year to the next. This year-end process was created proactively by Citi to aid our public sector clients during the year-end roll-over period.

7.i Provide detailed outline of the collection process on delinquent accounts.

In North America, payment in full is due 30 days after billing cycle date. An account is considered delinquent if payment is 31 days past due. Two occurrences of "bad check/insufficient funds" during the lifetime of an account will result in cancellation / closure of the account.

Citi takes the following action regarding past due accounts:

- Citibank Collections uses a variety of communication tools to reach delinquent cardholders. These include statements messaging, automated voice messaging, letters and outbound phone calls. Contact may begin as early as 31 days past due and continues throughout all delinquency stages.
- Letters are sent to advise the client of their past due status (US only).
- Suspension of charging privileges occurs at 61 days past due (91 days past due in Canada).
- Account cancellation occurs at 91 days past due (181 days past due in Canada).
- .
- Cardholder payment after suspension, but before cancellation, that brings the cardholder's status to less than 61 days past due, results in the opening of charging privileges.

Citi uses an in-house collections process for all accounts prior to write-off, which is 180 days past due.

We follow the same collection process for CSC's active and departing employees. Citi recommends CSC require terminated/departing employees to pay off their cards upon leaving CSC. Some of our clients withhold the funds due the Corporate Card from the employee's final paycheck.

New Statement Available, Payment Due, Payment Past Due short messaging service (SMS), and e-mail alerts are available via the CitiManager portal.

7.j Detail the different types of payment acceptance. (e.g., electronic funds transfer (EFT), paper checks)

In North America we can receive payment from the State via:

- Check
- EDI Electronic Fund Transfer (EFT) instructions
- Fedwire
- ACH
- Direct debit
- CitiManager Online Tool (for individually billed accounts in the U.S.)

Payments must be received prior to 2:00 p.m. (ET) in order for the payments to post the same business day.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

7.k Describe any automated reconciliation tools and resources including specific technology requirements to automate auditing, reconciliation and payment. Detail how the tool would interact with data from the State's TMS provider, airline or commercial car rental vendors for monthly statements including credits and refunds.

Citi has formed a partnership with Concur to provide an automated T&E expense tool. While we do not offer our own automated T&E expense reporting tool, we have considerable expertise integrating with each of the leading expense management systems and can also integrate with the less widely used systems through industry standard file formats

CitiManager, can deliver accounts payable information into the State's general ledger (GL) system using automatic mapping and a file of valid GL codes. These GL codes can be joined by hierarchy, merchant, or Merchant Category Code. We can also map the data received from the point-of-sale to a particular GL code on a daily basis.

Cardholders may use either CitiManager or the State's in-house reconciliation system to review, reallocate, and split transactions. Cardholder statement information, along with any changes to accounting codes, may then be forwarded to a manager for approval. Once approved, statement transaction information, including detailed Level II and III information, is sent via file to be mapped into the GL system for correct coding.

We have extensive experience interfacing with ERP systems, including such systems as SAP, PeopleSoft, and IBM as well as any number of proprietary systems. Level II and III transaction data is available when that level of detail is passed by the merchant.

We can send the State electronic data files that provide an electronic statement of charges made by your cardholders. This data can be delivered to the State in the key industry-standard card files, including MasterCard CDF format, and our own proprietary CCF format. We work with the card associations and software providers to ensure these file formats provide the greatest consistency, stability, and ease of integration for our clients.

7.l Describe online statement procedures or processes, including written guides and computerized programs that will assist Participating Entities with their access tool online statements, deciphering transaction detail, determining credits, and disputing unauthorized or fraudulent charges when reconciling their online statements.

CitiManager, our proprietary application, provides consistent features and capabilities across markets to simplify program management. The online maintenance and card application functions maximize opportunities for self-servicing and efficiency for both program administrators and cardholders. Cardholders also benefit from our CitiManager Mobile version for on-the-go account viewing.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

CitiManager Benefits At A Glance

- Single, secure sign-on access and intuitive navigation to a full suite of innovative online tools
- User-friendly application for generating both standard and customized reports built from a robust data repository with more than 650 data elements
- Central repository for message boards and agency links, as well as a library of user guides, tool demonstrations, and online learning webinars

CitiManager's single technology platform gives you access to a robust data repository that enables analysis of consolidated data across markets and card types. Citi reporting provides a holistic, global view that includes standard transaction level, Level III, and enhanced data. the State has access to a user-friendly application for generating both standard and customized reports built from more than 650 data elements. CitiManager can be tailored specifically to the State, allowing you to access, navigate, and explore your program data in real-time and enhancing your ability to make essential business decisions.

CitiManager Benefits for Program Administrators

Through a single sign-on, CitiManager provides Program Administrators with an automated, online helping hand to make expense management more efficient. From online application processing to real-time maintenance requests, the tool is equipped to meet all day-to-day needs, including:

- *Efficient Program Management* – the State can easily manage, view, and download program information. Functionality includes:
  - Statement information
  - Update and manage accounts
  - Set limits and permissions
  - Apply for new cards
  - Examine cardholder requests
  - Add, activate, and deactivate users, assign or unassign applications
  - Post messages for cardholders
  - Reset passwords, and set up passcodes / data forms
- *Robust Reporting and Data Delivery* – Through CitiManager's secure online environment, the State can generate standard, customized, or ad hoc reports with vital program information for reconciliation, cost allocation, data analysis, and expense management
- *Easy Access to Statements* – Program Administrators and Cardholders can effortlessly review, download, and print statements in a secure online system, available 24 hours a day, seven days a week
- *Secure File Transfer* – With streamlined management and distribution of transaction reports and files, you can easily post and manage files and reports within Citi's secure online environment

CitiManager Benefits for Cardholders

CitiManager provides the State's Cardholders with a 24/7 single point of access. Additionally, CitiManager Mobile is available to view account activity on the go and make payments (dependent on the State's expense set-up).

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Once Cardholders log into CitiManager, they have continuous access to a range of functionality including the ability to:

- *Access Account Information Conveniently* – the State's Cardholders can view their account summary and up to 13 months of payment history 24/7 Cardholders are notified by message alerts sent directly to their e-mail address when their statement is ready for viewing.
- *Make and Confirm Payments Easily* – Cardholders can initiate and confirm payments in Citi's secure online environment at any time, from anywhere
- *Access Valuable Resources* – CitiManager is an invaluable central repository for message boards and agency links, as well as a library of user guides, tool demonstrations, and online learning webinars
- *Program Management* – CitiManager provides program management capabilities for Cardholders including Cardholder enrollment, hierarchy management, and management of program spend controls

Custom Alerts

Citi's commitment to servicing our customers has led us to develop a wide variety of Informational and Fraud Early Warning alerts across 73 countries and 25 languages. By choosing to subscribe to CitiManager alerts, Cardholders and Program Administrators can stay informed on card activity, 24/7.

Key benefits of Citi's alerts include:

- *Convenience* – Keep abreast of card activity and information in the language of your choice, whenever and wherever (even when traveling)
- *Timeliness* – Receive prompt notification of fraud early warning, statement availability, payment due date, and other account-related key events
- *Efficiency* – Automatically receive updates on account activity with no need to call customer service or log into a computer
- *24/7 Availability* – Feel secure with the reliability of constant connectivity – anytime, anywhere
- *Flexible Subscription* – Choose from email, SMS, and on-demand alerts. Want to suspend alerts? Just opt out by spend, project, travel, or personal preference.

Account Management Reports

The CitiManager Custom Reporting module offers a variety of account management reports for the State's use, including:

Report Name	Report Description
Account Listing with Hierarchy	Account level detail with hierarchy names
Account Profile (select a card limit)	Account level detail w/ card limit prompt
Accounts with no Activity	A global standard report providing a listing of accounts that have no activity. The report uses the logic based on the card's last transaction date information
Card Summary	Account level count of transactions with date range prompt
Cardholders by Division	Account name with hierarchy and master accounting code information
Count of Cards by Hierarchy	Number of cards by hierarchy
Credit Limit Review Report	Cardholders and transactions to date with credit limit. It can be used to determine cardholders approaching the account credit limit
CRV Activation	Accounts with CRV activation

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

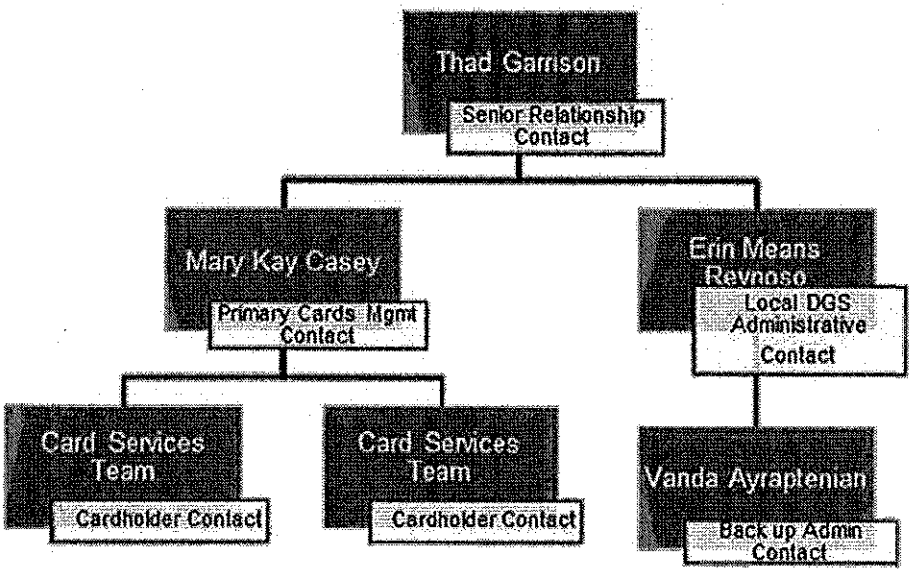
Report Name	Report Description
Current Balance by Hierarchy	Summary of card accounts with current balance
Detail account listing	Account level detail for hierarchies 1-6
Direct Debit Flag	Account level detail with direct debit flag
Hierarchy 1-6 Levels and Names	Lists available Hierarchy Level 1-6 and names that user has access to
Hierarchy Structure Report	Lists organization structure available to users: Hierarchy Numbers and Hierarchy Names
Hierarchy Summary	Count of cards for Hierarchy Level 1

Please refer to ***Appendix – Quick Start User Guide for Program Administrators***.

8. Personnel Resources and Customer Service

8.a Outline the staffing infrastructure including an organizational chart for the proposed service and staff configuration including at least one designated Account Manager. Identify rolls and responsibilities of all key account representatives. Include, services and direct resources available for program administrators and Cardholders.

State of California Relationship and Service Team:



Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Team Members	Roles & Responsibilities
Director, Public Sector State & Local Government Client Manager Thad Garrison	Gary Schneider leads Citi's North America Public Sector business. In this role he is responsible for the Citi Transaction Services product set for Cash Management, Trade Services and Security Services, and their delivery to the N.A. Public Sector clients. He tailors Citi Transaction Services' Solutions to the specific needs of federal, state/local and higher education clients. Gary has been with the firm 13 years and has worked extensively within public sector in his previous roles. Gary was the Global Business Manager for Citi's Receivables product portfolio where he helped clients design efficient regional and global receivables solutions leveraging Citi's global network of collection points. Earlier in his career, Gary was the Global Head of Citi's Commercial Cards Business where he was responsible for Product Management, Product Development, and the global roll-out of the Commercial Card product to 40 countries. Gary's first role at Citi was in the Cash Management Sales organization. He is currently on the Board of Directors of NACHA.
Director, TTS State & Local Government Client Manager Thad Garrison	CA DGS's Relationship Manager, (RM) has overall responsibility for the delivery of the Citi Transaction Services platform to CA DGS. Thad designates the appropriate team members and ensures consistent and professional delivery of services to meet CA DGS's operating needs. With Citi since 1999, Thad will be your Client Executive, responsible for the overall public sector relationship. This is the senior Transaction Banking Contact for the State of California State Treasurer's Office. Thad has been in the banking industry since 1988, with 15 years of experience in bank Product Management and 8 years in financial services Relationship Management. Prior to his current role as Client Executive, Thad was transaction banking product manager and was instrumental in developing many of Citi's product and marketing initiatives for Public Section clients. Prior to joining Citi, Thad has held Relationship Management, Product Management and Operations roles at Bankers Trust (now Deutsche Bank) and prior to that, Merrill Lynch (now BAML). Thad earned his B.A. from Rutgers and his M.B.A. in Accounting from Fordham University.
Director Commercial Cards Specialist, Paul Fambrini	Paul Fambrini is your primary contact throughout the sales and contracting process and will help ensure Citi identifies and develops optimal solutions for the State's business objectives.
VP, Public Sector State & Local Government Account Manager, Erin Means-Reynoso	As your Account Manager, Erin Means-Reynoso is the client's assigned central point of contact to track, manage, and coordinate all key issues. Erin's primary focus will be to manage your overall service experience and ensure Citi is exceeding your expectations. With over 30 years of banking experience and 20 years of experience working with Public Sector clients, Erin is an invaluable resource to our clients.
Vice President Dedicated Cards Account Manager MaryKay Casey	The State will also be assigned a dedicated Cards Account Manager, MaryKay Casey, as the primary contact for the Authorized Representative at the State on an ongoing basis. The AM works with the Relationship Team and Implementation Manager to implement the program as defined by the State. The AM completes setup documentation, builds the hierarchy with your input, work to establish the accounts, and ensures that the cards are delivered to the appropriate party on the date established. This person is responsible for responding to any questions that arise, including in such areas as: billing inquiries, special report requests, account setup/closure, and cardholder profile changes.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Team Members	Roles & Responsibilities
Implementation Manager	The State's Implementation Manager is the single point of contact during the implementation process and leads the implementation of your overall solution. Your Implementation Manager assembles and coordinates resources from customer service, operations, technology, marketing, and file delivery to complete the implementation and ensure client satisfaction. The Implementation Manager will educate the State on the features of your solution, provide communication and training strategies within your organization, and consult with you on the best practices and use of your solution.
Technical Implementation Manager	A Technical Implementation Manager will serve as the product application expert and will manage any custom technical solutions. Your Technical Implementation Manager handle scope documentation for the technical solution, consult with the State on best practices for reporting tools, file feeds, and integration into ERPs, as well as submitting, tracking, and following up on work orders.
Project Manager	A Project Manager will own the project plan for the State's implementation and drive the joint project team to deliver on objectives. Your Project Manager will also own the agenda, meeting notes, and action log for implementation team meetings, will own the issues and risks log, will complete eCommit documentation for your implementation, and, finally, will provide documentation of the State's completed implementation.
PA Service Desk	The State's Program Administrator (PA) Service Team, located at Citi's Operations site in Jacksonville, Florida, will serve as the primary contact for the State's Program Administrator(s) and will work with you to manage all daily operational aspects of your program. At the onset of your program, an individual from your PA Service Team will be a key participant in the implementation process, assisting in areas such as completing set-up documentation, building client hierarchies, establishing accounts, and coordinating card deliveries.
Customer Service Unit	Our award-winning Customer Service Unit is available 24/7 to handle all questions and concerns by the State's cardholders.
Technical Help Desk	Our Technical Help Desk is in place to support and assist with any online access issues. This Help Desk is operational 6:30 a.m. to 11:00 p.m. (ET) with escalation and after-hours emergency contacts. Our Internet-based reporting account management and information reporting tools are available 24 hours a day, seven days a week, except for off-hours scheduled maintenance.

8.b Provide the following background information regarding the Designated Account Manager with at least five years of experience handling large accounts:

- **Number of years and experience with corporate payment systems handling large accounts**

  MaryKay will be the State's assigned Cards Account Manager.

  MaryKay Casey has more than 20 years experience in the payment industry. Prior to joining Citi, she was with Acxiom Corp. where she provided data and marketing services to various payments industry clients. She was the Vice President of sales for FirstData's Prepaid Gift Card Division where she led a team to provide prepaid solutions for potential clients. She spent 4 years with MasterCard's Latin American and Caribbean Region as the Vice President of Corporate Payment Solutions responsible for increasing the volume and adoption of MasterCard Corporate Payment Solutions in Latin America and the Caribbean.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Before joining MasterCard, MaryKay spent close to a decade working with American Express, Inc. in the Latin American and Caribbean Division. There she held the positions of director of Destination Marketing and Strategic Alliances and previously director of sales where she spent many years managing American Express' merchant network and representative offices throughout the Caribbean.

MaryKay is trilingual (English, Spanish and Portuguese) and earned a B.S. in business administration and marketing and a M.B.A. in international business from the University of South Carolina.

- **A description of special or client-defined projects developed and implemented for those accounts**

  As the Account Manager for both the State of Colorado and the US Olympic Committee, MaryKay had been involved in client specific projects for each.

  Colorado has a unique, proprietary financial system which required a customized transaction file feed. The challenge was to consolidate all state agencies into one format where previously there had been individual formats and ensure that the information could be captured into their financial system. Subsequently, we have developed enhancements to the mapper file at Colorado's request.

  The US Olympic Committee (USOC) desired a manner to pay per diems to staff traveling to the London Olympics and a onetime stipend to the athletes. We provided declining balance cards with a customized, collectible plastic to meet both needs.

- **Number of years and experience working with travel industry vendors**

  Please note that Account Managers do not work with vendors, this is done by Citi's Merchant Acquirer support.

- **Numbers of years and experience in account reconciliation**

  MaryKay has experience working with hotels, airlines and travel agencies on both the merchant and marketing side of the business.

  Please note that Account Managers do not work with vendors, this is done by Citi's Merchant Acquirer support.

8.c Describe your staffing plan including the number of support personnel, response times, and access hours.

Recognizing the nature of commercial card payments, Citi understands that the State requires around-the-clock support for your program. In response, Citi has also developed an escalation procedure for both operations and technology in the event of an emergency. Our Technical Help Desk provides extended day and emergency technical support for file delivery issues, as well as our CitiManager online systems. Moreover, our Customer Service Unit provides 24/7 support dedicated to handle inquiries from merchants, cardholders, program managers, and third parties, and can support all emergency situations.

Working with Citi Commercial Cards, the State will always be able to contact a Citi Commercial Cards representative.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Client Service Team Hours of Availability

Member	Locations*	Hours of Availability
Account Manager	• Denver, Colorado • Sacramento, California • New Castle, Delaware	9:00 a.m. to 6:00 p.m. (PST), Monday through Friday 9:00 a.m. to 6:00 p.m. (ET), Monday through Friday
Client Account Service (CAS) Team	• Jacksonville, Florida • Norfolk, VA	8:00 a.m. to 9:00 p.m. (ET), Monday through Friday, with after-hours coverage available for emergencies

8.d Provide information on the dedicated service team for account issues and resolution.

The State will have dedicated Account Manager, ***MaryKay***, based on the West Coast. MaryKay ensures CA DGS's day-to-day issues are identified and needs addressed. Through ongoing contact with Citi industry experts, MaryKay will coordinate CA DGS's interface to appropriate Citi Transaction Services contacts.

Additionally, Citi has dedicated experienced Customer Service Representatives to the State's card program for all day-to-day Customer Service and operating support. We select Client Account Service (CAS) Managers with many years of experience working with large, complex card relationships.

The CAS teams work in pods, teams of four people that know your account in detail and are available should your dedicated person be away from their desk. In total, the Customer Service Team has approximately 44 Intermediate Service Representatives, 12 Senior Service Representatives, three Operations Assistants, two Recovery Specialists, and eight Collectors. Four Customer Service Managers and a Collections Manager lead these teams and oversee the day-to-day activities of the department.

All groups work together to ensure phones are answered in a timely manner. We use cross training to enable the service center to handle peaks in call volumes. In addition, our Managers, Operations Assistants, and Quality Department staff answer calls during peak periods to minimize client impact.

Citi's Commercial Card Customer Service Unit can handle all emergencies, including reports of fraudulent transactions. The Customer Service Unit is dedicated to providing superior service 24/7, and can be reached via a toll-free phone number. Additionally, a designated fax and e-mail will be provided for use of the State's cardholders. Our call center is located in Jacksonville, Florida.

8.e Describe responsibilities of customer service personnel, including the chain of command for problem resolution.

Our goal is to answer questions or resolve issues with one call. Citi guarantees that each escalation request will be acknowledged within one business day. While we strive to resolve most escalation issues same day, the actual timeline for complete issue resolution depends on the complexity of the issue being raised.

For an issue that cannot be resolved easily, is complex, or has a critical impact to the State's operations, escalation procedures are in place across client service and account management. We provide an escalation matrix and full contact list during the implementation process.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Program Administrator Escalation Process

The first point of contact for the State's Program Administrators is your designated Client Account Services Manager. Within Client Account Services, issues are escalated to the Section Manager, then the Department Manager. For more complex issues, the State's designated Client Account Service Manager will contact the State within 24 hours of the initial inquiry to provide a resolution plan or update and will act as a single point of contact until the issue is resolved. Typically, issue resolution for non-routine requests is 48 hours.

Cardholder Emergency Escalation Process

Cardholder technology issues that cannot be resolved by customer service are immediately logged and escalated to Citi's Technology team. If the cardholder issue is critical (e.g., the cardholder stranded), the issue is should be escalated to your Program Administrator who will contact Citi's Client Account Services Manager.

8.f Describe how absences, vacations, disasters will be managed and addressed.

The members of the State's Citi Commercial Cards Client Services Team are available to meet with the State to address any issues or concerns when the need should arise. Your Client Services team is available to the State during normal business hours and after hours, as needed for program-related emergencies.

In addition to a dedicated Account Manager, the State will have a dedicated Client Account Service (CAS) Manager, supported by a Client Account Service (CAS) team who are also familiar with your account. This team approach ensures your Program Administrator is serviced in a personal, professional manner, while also providing support for the State should your Account Manager and designated CAS Manager be temporarily unavailable – for example during a vacation.

Recognizing the nature of commercial card payments, Citi understands that the State requires around-the-clock support for your program. In response, Citi has also developed an escalation procedure for both operations and technology in the event of an emergency. Our Technical Help Desk provides extended day and emergency technical support for file delivery issues, as well as our CitiManager online systems. Moreover, our Customer Service Unit provides 24/7 support dedicated to handle inquiries from merchants, cardholders, program managers, and third parties, and can support all emergency situations.

Working with Citi Commercial Cards, the State will always be able to contact a Citi Commercial Cards representative.

Client Service Team Hours of Availability

Member	Locations*	Hours of Availability
Account Manager	• Sacramento, California • New Castle, Delaware	9:00 a.m. to 6:00 p.m. (PST), Monday through Friday 9:00 a.m. to 6:00 p.m. (ET), Monday through Friday
Client Account Service (CAS) Team	• Jacksonville, Florida • Norfolk, VA	8:00 a.m. to 9:00 p.m. (ET), Monday through Friday, with after-hours coverage available for emergencies

8.g Provide detail on all toll-free help lines and automated assistance tools.

In the U.S., customer service can handle all emergencies and can be reached toll-free at (800) 790-7206 or via collect call to (904) 954-7314 if the cardholder is out of the country.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

The collect number for government clients is (904) 954-7850.

8.h Describe your technical support for the online system and reporting options including service hours, response times, data recovery solutions, communication access and response methods (e.g. internet, email, telephone).

Our Help Desk, based in the United States, is available to all Citi Commercial Cards clients.

Help Desk teams are specially trained to provide ongoing technical support for commercial cards processes, systems, and operational questions, as well as file delivery issues and web-based questions. Approximately fourteen individuals staff the Help Desk Monday through Friday 6:30 a.m. to 9:00 p.m. (ET). PAs can also send an email to Customer Service to request assistance.

Citi's offers three levels of technical support, asfollows:

Level I: Customer Service Unit

For password resets, the Customer Service Unit can assist 24/7 via a toll free phone number. Password resets are handled immediately, while all other inquiries are logged into STaRS, our client inquiry tracking system, and passed to Level II support.

Level II: Technical Help Desk

The Level II Help Desk, located in Jacksonville, Florida has the necessary tools and training to resolve most client technical inquiries. The Technical Help Desk is responsible for resolving client issues and returning information to Customer Service for resolution with the client. The Level II Technical Help Desk is available from 6:30 a.m. to 9:00 p.m. (ET), with after-hours emergency contacts.

Level III: Technical Implementation Manager

If the Level II Technical Help Desk is unable to resolve an inquiry, the issue is passed to Level III, where a Technical Implementation Manager becomes involved.

8.i Describe personnel resources that will be assigned to process lost, mis-posted and/or mishandled payments.

Citi's Commercial Card Customer Service Unit is dedicated to providing superior service 24/7. Customer Service handles inquiries from merchants, cardholders, Program Administrators, and third parties, while Client Account Service Managers are dedicated to specific clients and their Program Administrators.

Customer Service can handle all emergencies and can be reached via toll-free phone number or by collect call if the cardholder is out of the country. Additionally, a designated fax number and e-mail address will be provided for the State's cardholders.

We operate local / regional call centers worldwide, most of which provide toll-free assistance through local market phone numbers in local languages. There is no additional charge for customer service.

The card associations also offer toll-free assistance. MasterCard can be reached at (800) MC-ASSIST.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

8.j Describe how customer satisfaction is gauged and what feedback mechanism is used.

Internal Surveys

A random sampling of calls are pulled and evaluated each month for all phone departments. Specific criteria are considered in relationship to accuracy in call handling as well as customer focus.

The results of the evaluations completed are reported monthly to the Senior Management team as part of MIS.

Periodic Service Review Meetings

Thad Garrison, MaryKay Casey, and Erin Means-Reynoso and your customer service team, will remain engaged with your implementation to gain a full understanding of your Travel Card programs and any unique features. Upon your go-live date, the Citi team will establish a periodic standing call (weekly at first), with the designated DGS team(s), to establish basic service quality standards and address any service and overall program related issues as they arise. The Citi team will create a standing log to track all general program inquiries and actively manage these inquiries until final resolution to your satisfaction. Over time and upon your request, the Citi team will shift the frequency of these calls to no less than quarterly. Citi proposes that standing calls should be bi-weekly for the first 6 months.

External Surveys

Citi gathers feedback from its clients in the following ways:

- An annual Client Satisfaction Survey is administered to measure the level of satisfaction for Program Administrators in regards to service, tools, and training. The results are compiled and presented to the Senior Management team for review and action plans to improve service performance and tools
- Additionally, Citi hosts an Annual conference for Commercial Cards clients and solicits feedback on our programs, people and performance from attendees

Citi strives to deliver the highest level of customer service to our clients, so we continually work to improve our customer service levels. Over the years, Citi has evolved and adapted our service model based on feedback received from our clients. Our annual Client Satisfaction Survey and Voice of the Employee Survey are important tools in improving services to clients.

Examples of client-guided improvements include:

- Call routing was modified to minimize caller transfers by more quickly routing the caller to an agent qualified to answer the call.
- VRU options were added to our toll-free customer service number and modified based on client feedback.
- We established call groups in Client Services to provide additional client-specific support.

9. Data Capture Capabilities/Point of Sale Information

9.a Describe your ability to capture reservation and vendor data on account statements.

Citi understands the importance of enhance data reporting to the State. Every day, we work closely with corporate card clients to encourage travel suppliers to pass enhanced line item data from the point of sale, enabling clients to manage and monitor travel programs more effectively. Vendor data comes from the point of sale and is passed through to the statement.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Data enhancement is a key component of Citi's data strategy. Citi recognizes that the commercial card industry frequently lacks needed elements to offer a complete picture of spend. As a result Citi's strategy is to work with a number of key sources, such as the Global Distribution Systems (GDS) and directly with travel agencies (TMCs) to obtain the best possible information for its clients.

Citi clearly differentiates ourselves in T&E reporting and data capture.

Few issuers can:

- Offer CitiManager, our proprietary single sign-on tool where approved users can both view statements and access reporting
- Provide a fully-owned and unified technology platform and Global Data Repository across all markets. Our technology supports the same level of data to be captured across all of our commercial card products, regardless of the Citi Commercial Card market of issuance
- Have special relationships with Concur and HRG which provides us with high-quality data and unique reports that are exclusive for our Citi clients
- Work with your suppliers, TMCs, GDSs and other third party providers to capture all the enhanced data you require to present alongside your financial records for your analysis and review
- Pass enhanced airline data for every transaction (as provided by the airline). This data comes from all major airline carriers in the world and many secondary carriers
- Provide a Hotel Folio program with over 17,000 hotel properties. The State can receive enhanced folio data from various hotel brands and properties, including Carlson Hotels Worldwide, Choice Hotels International, Hilton Hotels Corporation, Hyatt Corporation, Marriot International, Intercontinental Hotels Group, Fairmont Hotels and Resorts, and Omni. *Citi's Hotel Folio program offers the largest hotel network in the industry*
- Partner with Mastercard and Visa (the associations) to:
  - Ensure acquirers understand the data needs of our clients. Citi has regular meetings with the associations to ensure the quality and timeliness of data provided. This enables us to provide the State with an optimal program experience, tweaked to maximize efficiencies and data quality. The data is accessible through our reporting tools, providing clients with vital, actionable data for their commercial card programs
  - Work with all signed suppliers to qualify them for the lowest interchange rate for commercial cards by passing Levels II and III data on all transactions

9.b Detail capability to capture a unique record locator number from an OBT.

Yes. Citi has the ability to capture this data if passed on by the TMC. We support 10 Client Defined Fields as part of our enhanced data offering. The State would be able to capture a record locator number if included as one of these fields.

9.c Describe Level I, Level II and Level III data specifications for travel transactions and provide at least one sample report.

Through Citi's extensive reporting solutions, we provide the State with both clearing (Levels I, II, and III) and enhanced data to assist you in meeting your reconciliation, reporting, and analytical needs.

Level I, II, and III are the three tiers of transaction detail that may be passed along as the result of a transaction.

- Level I data is standard purchase transaction information
- Level II data includes standard purchase transaction information (Level I data) and adds additional detail about each transaction

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- Level III data, comprises full line item detail – all standard purchase transaction information (Level I data) and additional detail from Level II plus additional data provided by the merchant

All Level I transaction details include standard settlement information fields. Merchants can also provide additional Level II and Level III data at the point-of-sale, providing the State information on posted data details approximately 2-5 days after the transaction date.

Enhanced Data

Citi's enhanced data offering provides supplemental information, separate from the settlement process, to help the State received additional transaction information procured directly from suppliers outside of the normal acquiring bank transmission.

Citi provides the following types of enhanced data across our commercial card products:

- *Hotel Folio Data* – Available from more than 17,000 properties, hotel data elements include details on room, tax, meal, telephone and business center fees
- *Travel Enhanced Data* – Integrated data from more than 100 travel agency locations around the world, travel enhanced data provides critical information for reconciling accounts to individual transactions and for allocating expenses to individual travelers. Airline enhanced data can be broken into airline segment detail, allowing you to analyze your full spend with individual airlines, including city pairs that are not visible through other channels
- *Virtual Card Account (VCA) Data* – Provides custom financial data on VCAs with client-defined fields per purchase type
- *Merchant Enrichment Data* – Provides additional merchant line item detail on transactions.
- *Meeting and Events Data* – Utilizes enhanced data used for meetings and events programs

Our proprietary Global Data Repository (GDR) incorporates enhanced, line item detail, as well as data from such sources as account administration and travel agencies. The GDR consolidates data for reporting and file delivery and can be integrated into a wide variety of financial systems. The timing for receipt of data depends on the source and processes for extracting the enriched information. Generally, enhanced data is received between 2 to 30 days after the transaction takes place.

For Corporate Travel Accounts, Global Distribution Systems (GDSs) transmit data within 2-3 business days, Travel Management Companies (TMCs) transmit data within 2 to 15 business days, and hotels transmit data within 2-7 business days.

Please refer to ***Appendix for Sample Level I, II, and III Data Elements***.

9.d Provide the maximum number of data fields that can be captured at time of transaction.

The State may tailor CitiManager's Card Management module to add customized fields to enhance cost allocation or facilitate additional data collection. There are twenty fields that can be customized with a maximum length of 40 characters each. Your cardholders can enter general ledger code, project number, or other relevant information.

Citi has many fields available in our systems for users to manage. During implementation, our Technical Implementation Manager will work with your Program Administrator(s) to help configure/set-up our tools to work with your procedures and policies.

Citi's Technical Implementation Manager and Implementation team will work with the State during the transition to help configure three account level fields – Discretionary Code 1, 2, and 3. the State can re-label these fields on our screens.

Transaction Level Fields:

- The State can break Accounting String Code into sub-fields with unique labels and security characteristics. This field can be used on splits of transactions.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- Transaction Detail Description - the State can mandate this field and create a unique label. This field can be used on splits of transactions.

9.e Describe your capabilities for receiving and sending electronic data and any software requirements.

Citi provides multiple capabilities for presenting electronic invoices or statements to clients. We offer Statement Billing File and EDI 810 / 811 invoice files that can be issued weekly or monthly after cycle. Other ERP standard files used by some clients for payment purposes include:

- Citi Common Format
- Data Exchange File
- Oracle and SAP formats

Card statements are provided with Level I information, while Level II and III data is available through our online reporting systems when supplied by the merchant.

9.f Explain scalability options.

Citi's systems have the capacity to accommodate significant program growth. Our account management staff works closely with each client to develop a growth strategy.

Citi supports some of the industry's largest commercial cards programs. With a presence in 102 countries, our scope and scale of operations are unmatched. Our clients include some of the largest corporate and public sector entities in the world. We manage these programs through specialized teams of implementation and account managers. As the largest supplier of card programs to the U.S. government, including the Department of Defense, our government programs provide significant scale and infrastructure that we can leverage for our corporate clients.

Once client programs are implemented, the program growth phase begins. This phase consists of program expansion by geography or by applications. We provide clients with defined project plans for expansion and concurrently activate online tools. We scale our offering by initializing tools and resources for successful program growth. Your Account Manager, ***MaryKay Casey,*** will be a key resource in this effort toward identifying program expansion opportunities.

10. Reporting Capabilities

10.a Describe your reporting system and all major reports, provide examples.

CitiManager Custom Reporting Module

CitiManager Custom Reporting Module is our comprehensive standard and custom reporting online tool that captures and manages information related to your card transactions, from line-item details to consolidated transaction data and everything in between.

Using CitiManager Custom Reporting Module, the clients will have access to robust custom reporting capabilities globally, as well as a variety of standard reports. The users can create and save customized reports tailored to their needs as frequently as required. Reports can be pre-scheduled to run automatically or produced on an ad hoc basis. Users can also export data into common data processing formats such as comma-delimited, excel, PDF, or text.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

"Our CitiManager implementation team worked with us to select preloaded monitoring and auditing reports. The quality of the reports and amount of data available through CitiManager far surpasses what I can pull from our own expense processing application."

Senior Business Analyst
Large International Industrial Company
March 2005

The CitiManager Custom Reporting Module is organized into the following major categories that empower clients with in-depth reporting for both sophisticated and basic users.

- Global Shared Reports
- Standard Reports
- Ad-hoc Reports
- Program Audit Tool

Shared Repo ts

To streamline your Commercial Card program reporting and management requirements, Citi has built a comprehensive set of reports that are globally consistent and intuitive to use, while allowing for customization as determined by the end-user. Citi has organized the reports into ten functional areas to quickly access the most critical reports for your commercial card program.

- Account Management
- Audit Compliance
- CTA Reports
- Declined Authorizations Reports
- Delinquency Reports
- Merchant Reports
- Reallocation Reports
- Transaction Reports
- Travel Reports
- Virtual Ca ds Account Reports

Standard Reports

Citi recognizes, however, that not all end users within a given client need the full range of features or functionalities that the CitiManager Custom Reporting System offers; in some cases, a basic set of standard reports will suffice or is actually preferred. With these users in mind, Citi developed the CCRS Standard Reporting Package, a pre-defined set of reports targeted toward all but the most sophisticated end users. Citi launched the Standard Reporting Package which includes some 20 reports to meet multiple end user needs.

- Business Scorecards for high level summary reports on key program metrics
- Delinquency and Audit Reports
- Merchants and Suppliers covering non-travel vendors
- Transaction Reports
- Travel Reports

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Ad-hoc Reports

To meet individual client requirements that might not fit into standard reports, Citi's Custom Reporting System enables organizations to create and share custom reports designed to navigate and explore a client's card program data and build organization level reports that are exportable via Excel, HTML, Adobe, and more. This feature-rich tool utilizes approximately 650 data elements so you can capture precisely the information that is most critical to your overall program strategy.

Program Dashboard Reports

Citi's Program Dashboard tool, integrated within our CitiManager Custom Reporting System, delivers comprehensive program analytics more efficiently than ever before and provides:

- *Program Performance* – reporting credit usage, payments, delinquencies, cards, and span of control
- *Spending Analysis* – providing card use and spending growth by division, intra-State comparisons, and benchmarking
- *Vendor Management* – aggregating spend by merchant, as well as average transaction size and total spend across merchant categories

Program Audit Tool

The Citi Program Audit Tool (PAT) is a powerful online application that allows organizations to monitor and manage their commercial card programs. Using customizable parameters, PAT will flag those transactions that are noncompliant with internal policies, helping to identify fraudulent or suspicious transitions and reduce costs related to card misuse.

PAT provides online access to consolidated cardholder data across all program accounts through 13 standard audit reports. The role-based tool allows for multiple reviewers to verify instances of non-compliance, misuse, or fraud. Leveraging up to 35 customizable parameter driven rules, accounts and transactions can be automatically flagged when noncompliant with internal policy. This allows for a reduction or elimination of costs related to card misuse supported through identification of fraudulent or suspicious transactions.

Please refer to ***Appendix – Sample Reporting Package***.

10.b Cite frequency of reporting and flexibility to increase or decrease frequency.

Web-based reporting for Citi's commercial card programs is available on demand at intervals defined by the State. Reports can be issued at the following frequencies, depending on the type of report:

- Cycle
- Daily
- Month end
- Calendar and Fiscal Quarter
- Calendar and Fiscal Year

In addition, the State can pre-schedule specific reports to run in the format and time intervals you have defined.

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10.c Describe the capability for reports to be generated at different hierarchy levels in detail or summary formats.

Through CitiManager, the State personnel can generate online reports for each level of your organizational hierarchy using Citi's technology tools. All of our standard reports can be generated for each level and hierarchy. In addition, the modules enable the State to pre-schedule specific reports for automatic production in the format and intervals you prefer.

Citi's online system allows for seven hierarchy levels. This structure generally provides sufficient reporting hierarchy scenarios to mirror any organization. We will work with the State to build a hierarchy that will meet your needs.

For our public sector clients, a hierarchy structure may include the following components:

- State
- Agency
- Division
- Department
- Cost center
- Cardholder

Within the hierarchy, the State can include security parameters that will limit access to data for the Program Administrator(s) to their individual level of hierarchy, or allow Program Administrators to access all levels of the hierarchy, depending upon your preference. For example, if the State grants a Program Administrator access at the agency level, this individual can also be given access to the division and department levels that fall below the agency level. Once the State's program hierarchy is established, your Program Administrator(s) will need to identify the hierarchy string when subsequent cardholder applications are submitted.

Citi separates hierarchy reporting structure from billing. The State can set up as many centrally billed accounts as needed. The corporate billing account is used to roll up all transacting cardholder account spend so that we are able to provide the State with a corporate bill at the end of each billing cycle.

10.d Provide information regarding ability to capture Goods and Services Tax (GST) and Value Added Tax (VAT) data as needed that adhere to all local, regulatory, legal, tax and system regulations unique to specific geographies/countries.

Value-added tax (VAT) is a type of consumption tax that is placed on a good or service whenever value is added at a stage of production and at final sale. The value-added dollar amount for a particular product, is the difference between the sales price of the item and all costs to produce it. VAT, unlike sales tax, is collected at all points on the value chain and then reclaimed using valid invoices or receipts. Sales tax is only collected at the point of sale. Citi's tools capture only what is provided by the merchant.

Producers and Sellers of goods that are intermediates in the supply chain can reclaim VAT paid to the Government. Typically, VAT reclamation is managed by a third party or a separate in-house division.

Citi can produce two reports to support our client's VAT reclamation needs. These reports are used in collaboration with existing VAT processes, either third party or in-house.

Reports are available via CitiManager Library. There are two types of reports generated:

- VAT Evidence Report (Replaces Vendor Invoice): A VAT-compliant statement produced by Citi. This report requires complete Level 3* (line item) data and is delivered to clients using CitiManager Library as a PDF statement.

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- VAT Non-Evidence Report (Supplements Vendor Invoice): A report that includes all transactions not listed on the VAT Evidence Report when Level 3 data is not available or not complete. Conventional vendor invoices will be required to support recoveries for these transactions. The report serves as supplemental evidence to the existing legal process for VAT reclamation (vendor or in-house process).

*Level 3 data contains all additional line item invoice detail, and accompanies Level 1 data through clearing and settlement. Level 3 data is not supplied by all merchants.

Merchants collect taxes during transactions based upon their local laws, not necessarily based upon the laws of the country in which the card was issued. The CitiManager Card Management module enables the State to estimate taxes for your global card transactions when the merchant has not provided the appropriate data or correct details. The module provides tax estimation for the following types of taxes:

- Value Added Tax (VAT)
- Sales Tax
- General Sales Tax (GST)
- Provincial Sales Tax (PST)
- Harmonized Sales Tax (HST)
- Quebec Sales Tax (QST).

The State can use the module to automatically estimate taxes when the tax data passed from the merchant had been omitted. Users also have the ability to edit the tax amount, along with any tax estimates. Tax is estimated automatically when a transaction arrives in the module, based upon merchant information. The tax estimation criterion is updated on a monthly basis, ensuring that we provide our clients with the most up-to-date information.

The tax data provided by the module may be viewed, printed, or output to a file.

10.e Describe the capability to provide reports that include all government travel and meeting management expenditures, individual Cardholder accounts, as well as reports addressing separate expenditures for Participating Entities.

Citi offers a number of differentiators in T&E reporting and data capture.

Few issuers can:

- Offer CitiManager, our proprietary single sign-on tool where approved users can both view statements and access reporting
- Provide a fully-owned and unified technology platform and Global Data Repository across all markets. Our technology supports the same level of data to be captured across all of our commercial card products, regardless of the Citi Commercial Card market of issuance
- Have special relationships with Concur and HRG which provides us with high-quality data and unique reports that are exclusive for our Citi clients
- Work with your suppliers, TMCs, GDSs and other third party providers to capture all the enhanced data you require to present alongside your financial records for your analysis and review
- Pass enhanced airline data for every transaction (as provided by the airline). This data comes from all major airline carriers in the world and many secondary carriers
- Provide a Hotel Folio program with over 17,000 hotel properties. the State can receive enhanced folio data from various hotel brands and properties, including Carlson Hotels Worldwide, Choice Hotels International, Hilton Hotels Corporation, Hyatt Corporation, Marriot International, Intercontinental Hotels Group, Fairmont Hotels and Resorts, and Omni. *Citi's Hotel Folio program offers the largest hotel network in the industry*
- Partner with MasterCard to:

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- Ensure acquirers understand the data needs of our clients. Citi has regular meetings with the associations to ensure the quality and timeliness of data provided. This enables us to provide the State with an optimal program experience, tweaked to maximize efficiencies and data quality. The data is accessible through our reporting tools, providing clients with vital, actionable data for their commercial card programs
- Work with all signed suppliers to qualify them for the lowest interchange rate for commercial cards by passing Levels II and III data on all transactions

10.f Describe the ability to create ad hoc reports on demand with customizable formats and fields to be specified by the STP. Provide a turnaround time for these reports.

CitiManager Custom Reporting Capabilities for Program Administrator

CitiManager Custom Reporting is our web-based reporting module that utilizes a high performance, global data repository to provide robust custom reporting capabilities, as well as a variety of standard reports.

Using the CitiManager Custom Reporting module, the State will have full control over report production, enabling you to generate reports from over 650 data elements, including Level III and enhanced folio data. Data can be pulled from all sections of a profile and sorted according to any field that the State selects. Based on the State's user entitlements, the system will allow users to create reports for multiple card types under the same login.

The State's users can create and save customized reports tailored to their needs as frequently as required. Reports can be pre-scheduled to run automatically or produced on an ad hoc basis.

The State's Program Administrator(s) can create on-demand reports online by:

- Selecting columns and options
- Creating calculations
- Filtering or grouping data

Users can also modify existing, pre-authorized report templates to suit their individual business requirements.

Using the module, the State can track and group transactions as well as filter on any attribute, such as cost center, commodity code, or cardholder. Your Program Administrator(s) can access general functionality, such as formatting, sorting, and performing summary calculations, for straightforward querying. In addition, users have access to more advanced functionality, such as sub-totaling columns, creating custom prompts, and on-the-fly charting capabilities.

There are no additional costs for customized reporting via the module. Data is exportable into common data processing formats such as comma-delimited, MS Excel, PDF, or Text.

Custom Reporting Categories

Within the CitiManager Custom Reporting module, the State can create custom reports using the following categories:

- Hierarchy Attributes
- Account Attributes
- Account Metrics
- Transaction Attributes
- Transaction Metrics
- Air Detail
- Hotel Detail
- Car Detail

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- Travel Agency Detail
- Reallocation Attributes
- Temporary Services Detail
- Transaction Shipping Detail
- Fleet Fuel Transaction Attributes
- Purchase Transaction Attributes
- Calling Card Transaction Attributes
- Dispute Attributes
- Virtual Card Number Attributes
- Program Dashboard Attributes
- Lodge Card Attributes

Reporting Frequency

Web-based reporting for Citi's commercial card programs is available on demand at intervals defined by the State. Reports can be issued at the following frequencies, depending on the type of report:

- Cycle
- Daily
- Month end
- Calendar and Fiscal Quarter
- Calendar and Fiscal Year

In addition, the State can pre-schedule specific reports to run in the format and time intervals you have defined.

Reports that are provided by Citibank at no cost fulfill the needs of the State of California and Participating Entities. These reports can support up to 10 UDIDs with no additional programming required.

The following table offers a representation, but not all-encompassing list, of the reports the state departments and other Participating Entities desire:

REPORT	DESCRIPTION
Administrator's Mail/Phone List/Email	List including name, address, telephone, email and fax numbers of an administrator at each entity
Cardholder Activity	Details cardholder transactions
Supervisory Summary	Details transactions for all cardholders who report to a specific supervisor
Office or Unit Activity	Details cardholder transactions for specific agencies or specific units within agencies
City-Pairs	Enumerates airline, car rental and lodging transactions by city pair
Vendor Usage	Summary of charge volume by vendor
Merchant Activity	Itemizes purchases made by type of merchant and by geographic location

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REPORT	DESCRIPTION
Small or DVBE Merchants	Itemizes purchases made at certified small or disabled veteran businesses
1099 Information	Lists merchant FEINs and dollar amounts of purchases made
Cardholder Report	Lists, for each entity, cardholder name, address, etc.
State Volume Report	Total spend volume of all state direct billed accounts and individual/participating cardholders.
Comprehensive Travel Spend by Entity	Provides total volume of all Participating Entities with direct billed charges detailed by entity, carded and cardless detailed separately by entity individual cardholder charges, and refunds/deductions detailed separately by entity
Comprehensive All-Inclusive Spend	Provides all government travel and meeting management spend
Lost/Stolen Cards	Enumerates lost or stolen card information
Disputed Transactions	Details status of disputed transactions
Airline Report	City-pair report with summary for each entity including volume
Hotel Report	List of hotel properties used with summary for each entity including volume
Car Rental Report	List of car rental agencies used with summary for each entity, including volume
Taxi Report	List of taxi companies used with summary for each entity, including volume
Rail Report	Summary of transactions, including volume
Declined Transaction	Enumerates transactions where use of the card was declined
Industry Spend	Summary level spending by merchant/supplier and industry to identify spend trends and savings opportunities
Ad Hoc or Customized	Manipulates program data for special reporting
Comprehensive Travel Spend	Provides separate spend on State Departments, Local Governments, Community Colleges, K-12, and Meeting and Conferences travel, as well as individual cardholders accounts
Comprehensive Meeting and Conferences Spend	Provides separate spend on Meeting and Conferences transactions
Monthly Past Due Status Reports	Provides electronic notification to STP of all Participating Entities with a past due status
Monthly Revenue Share Status Reports	Provides a monthly status of Revenue Share amount less current refunds and credit losses
Quarterly Revenue Share Status Reports	Provides a quarterly status of current Revenue Share based on Total Spend Volume, identifying each Participating Entity, their expenditures, refunds and credit losses to date.

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REPORT	DESCRIPTION
Annual Revenue Share Reports	Provides the full Revenue Share Incentive to STP amount in an itemized report detailing calculations and deductions
GST and Value Added Tax (VAT) Reports	Provides a detailed report of all GST and VAT paid to facilitate reclaim.

Citi can provide each of the above requested reports via our CitiManager Custom Reporting System. Though Citi provides fields if properly populated by the merchant's, 1099 and small merchant reporting is done by the association's tools.

11. Training

11.a Describe types of trainings and all training materials you will offer.

With more than 25 years of experience in designing learning courses, Citi understands the critical role of effective and customized training. Our training specialists have extensive experience in curriculum development and training delivery with clients similar to the State and are experts in demonstrating best practices to manage and optimize commercial card programs. the State will benefit from a designated trainer from Citi's Commercial Card Training Team. Your trainer will prepare and deliver ongoing training opportunities designed specifically to meet your evolving objectives and requirements.

Our commitment to train the State's program participants is continuous. Citi has a dedicated team to support the State's ongoing training needs during implementation and throughout the life of the program.

We will work closely with the State to develop a training program to address your specific requirements, as determined during the implementation process. Training is provided at no cost to the State, and focuses on new users, as well as the introduction of new tools or enhancements to existing tools or business processes. In addition, we provide training on best practices and policy enhancement, monitoring, and enforcement, as well as ongoing refresher training for current the State Program Administrators.

Training for the State's Program Administrators will focus on the use of CitiManager's Card Management and Reporting modules. Cardholder training will address use of the card and benefits of the program. Our depth of experience in implementing public sector commercial card programs has led us to identify the following topics as key components of an effective client training program:

Training topics for Program Administrators include:

- Logging In via Single Sign-On
- Overview of CitiManager
- How to manage your Card Accounts
- How to manage your Hierarchies
- How to manage User Access
- Hot to manage your Card Program
- Delinquency Management
- Additional Resources available
- How to Manage your Profile

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- How to access Training materials and register for additional training
- How to Run and View Reports
- How to modify / customize a report

Training topics for cardholders include:

- Overview of CitiManager
- How to manage your Card Account
- How to access your Statement
- How to make Payments
- How to Manage your Profile
- Additional Resource available

11.b Outline your training plan.

To ensure all Program Administrators will benefit, training classes are designed for all skill levels, from beginners to the most advanced. Training is delivered using a variety of methods to provide flexibility around your demanding schedule. Our goal is to accommodate different training needs and learning styles and our training staff works hard to ensure the transfer of learning every time. In planning a training program for the State, ***Erin Means-Reynoso***, your Account Manager, will share ideas, sample presentations, and a training template with your Program Administrators.

The State can choose to use any of the following forms of training:

Program Administrator Commercial Cards Training Options	
Onsite Training	Initial on-site training is available for you once your card program is in place. The State can request on-site training from your Citi Implementation Manager or Account Manager. Training can be conducted at your site or one of the five (5) Citi training sites in either Washington, DC, Norfolk, VA, Jacksonville, FL, Wilmington, DE, or O'Fallon, MO. These sessions typically include lectures, hands-on classes, and one-on-one computer labs for personalized attention to the State's user questions. Topics highlighted during onsite training typically include industry best practices, system enhancements, program management, navigation of Citi's tools, account maintenance, online statements, and reporting. We can design a conference tailored to the State's specific issues and objectives, geared toward the knowledge level of the participants.
Online Webinar Sessions	The State can register for future webinar training by topic. Webinars are instructor-led and delivered using WebEx. Webinar sessions facilitate dispersed staff training, enabling users to see and hear about the program systems in real time through the web. We offer ongoing interactive and / or pre-recorded webinar training on a variety of topics. Interactive webinar training allows users to view the system, communicate with our trainers in real time via the web, and keep current on the latest enhancements to Citi's online tools. Citi Commercial Cards Online Academy offers pre-recorded webinar training for refresher training or training of new Program Administrators. Online tutorials covering all card management functions for Program Administrators are built into our card management module. Additionally, the Citi Online Academy program consists of a series of educational and best practice webinars, recorded for your convenience, to keep you up-to-date with today's quickly changing

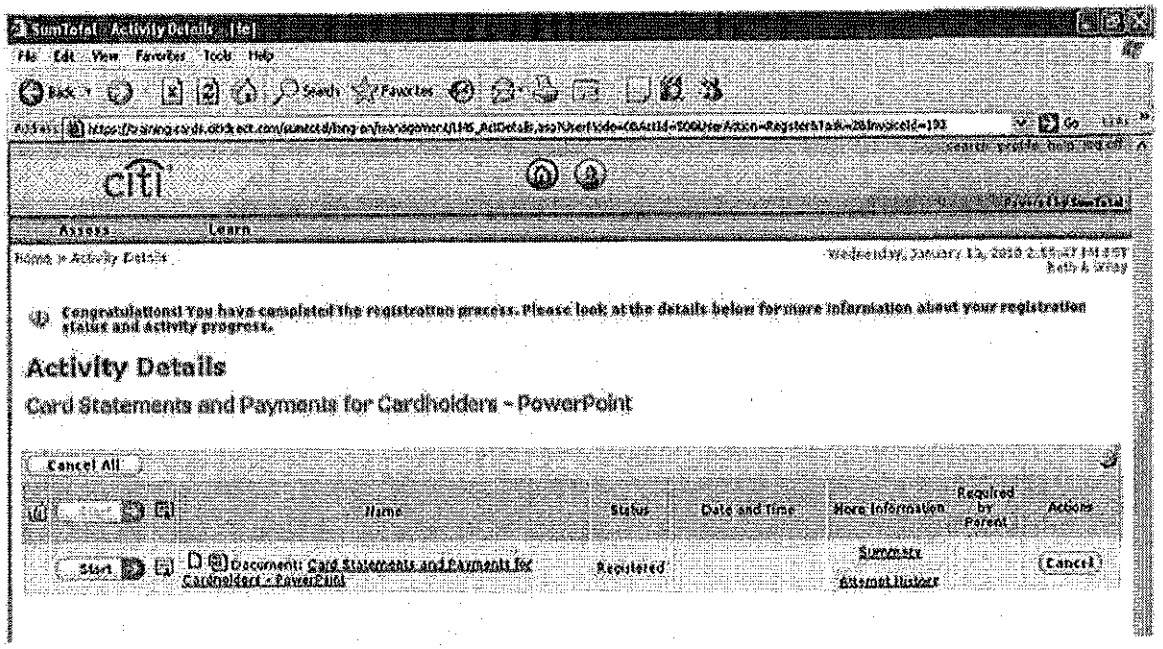
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Program Administrator Commercial Cards Training Options	
	payments environment. Citi Commercial Cards Online Academy sessions are led by Citi experts and guest speakers from across the travel and payments industries. Our content is produced with treasury professionals, travel managers, procurement staff, and card program administrators in mind. In order to help you get the most out of your Citi Commercial Cards program, we will keep you up to date on a range of topics including: • Industry trends • New technology developments • Impact of regulations around the world in order to help you get the most out of your Citi Commercial Cards program
'Citi Training Series' Webinar Quarterly Learning Series	The Citi Training Series is designed to keep the State up-to-date on our tools and capabilities related to your Commercial Cards program. These generic webinars are scheduled on a quarterly basis and are suitable for new or seasoned Program Administrators who need a refresher. In this series, Citi subject matter experts present on such topics as delinquency management, the use of Virtual Cards, and understanding tax reporting, fraud and risk management. Each presentation is followed by an open forum Q&A, enabling clients to ask the moderator questions via toll-free conference line or e-mail. We welcome the State's participation, as the program offers an important opportunity to learn about Citi's offerings and how to best manage your card program. To view the upcoming schedule, course descriptions and instructions for how to register and access these sessions in CitiManager, navigate to https://www.citibank.com/tts/sa/commercial_cards/training/index.html.
E-Learning	Citi Commercial Card Learning and System Support (CLASS) houses e-learning modules for the Commercial Card program. These e-learning modules reinforce learning by providing a demonstration and an opportunity to practice each task. Designed specifically for Commercial Card Program Administrators, the Citi Commercial Card Learning and System Support (CLASS) provides access to training resources through a single sign-on hosted by CitiManager. The Commercial Card Program Training team provides a wide variety of training materials, including PowerPoint presentations, computer-based training, and webinar registration. In addition to providing access to training 24/7, CLASS provides training transcripts and certificates of completion to recognize training a Program Administrator has completed. the State will be able to access CLASS from CitiManager at no cost for all of your training needs.
Annual Commercial Cards Conference	The State can learn how to maximize the value of your commercial card program at Citi's Annual Commercial Cards Conference. The conference offers clients the ability to attend sessions covering a wide variety of topics related to products, reporting tools, and capabilities. Additionally, Citi provides the opportunity for clients to receive personalized hands-on training and roundtable discussions with peers. The conference is specifically designed to provide commercial card clients with the tools and information they need to manage their commercial card programs. Highlights of the conference include: • **General and Concurrent Sessions:** Sessions are based on

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Program Administrator Commercial Cards Training Options	
	best practice processes, market trends, and Citi's innovative solutions that are designed to support our clients' business objectives. Over 30 information sessions are presented by Citi experts, association partners, industry leaders, as well as selected Citi clients. • **Roundtable Discussions:** Discussions allow Citi clients the opportunity to share business strategies and best practices with their peers. • **Citi Innovation Lab:** Sessions provide one-on-one training from Citi's Technology Specialists on our web-based tools. • **Citi Training Mini Sessions:** In 2015, Citi introduced a new series of courses meant to deliver specific instructions and best practices on Citi's reporting tools, outside of the Citi Innovation Lab.
Technical Advisory Group	Our Technical Advisory Group (TAG) was established to bring together key clients and our technology specialists to share ideas and identify new opportunities for technology solutions. These quarterly sessions are used to discuss best practices as well as to propose new features. The TAG has been a success, bringing about many key enhancements to our commercial card tools.
Industry Forums	Citi actively participates in the following industry forums focused towards our Public Sector clients. These include: • Treasury Institute Conference (University) • California Society of Municipal Fund Officers (State) • Cards on Campus • World Congress • TexPo • Society of Collegiate Travel and Expense Managers

Citi Commercial Card Learning and System Support (CLASS) Registration Screenshot



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Citi Commercial Card Learning and System Support (CLASS) provides the State's Program Administrators access to training resources through CitiManager, 24/7. As illustrated above, users can review the training offerings in the catalog and register for webinars, on-demand training, or reference documents.

Cardholder Commercial Cards Training

Citi provides online interactive training enabling cardholders to view the system and keep current on the latest enhancements to Citi's online tools. Online tutorials provide an introduction of CitiManager to cardholders, covering topics that include: making payments, managing profiles, accessing statements, and managing card accounts.

Citi also offers a 'Train the Trainer' program. As part of this offering, our Training Department conducts one-day, two-day, and three-day in-house workshops that focus on training the State's designated trainers on topics customized for your business. We believe in a practical, hands-on approach for specialized programs that focuses specifically on the training needed and offer this service at no cost to you.

11.c Provide number of days from entity enrollment until training commences.

We believe that for training to be most effective, it must be directly planned and coordinated with our clients. Your Implementation Manager and Citi's training team will work with you to develop a customized training plan that meets your specific needs, including training on the Citi program and tools, as well as training on best practices and policy enhancement, monitoring, and enforcement.

We provide training to your program administrators and cardholders throughout your implementation and on an ongoing basis. There is no set duration for training, and the State's users may access online training at any time.

11.d Describe training information that would be provided and hours required.

Topics for ongoing training include:

Ongoing Training Topics for Program Participants	
For Program Administrators	
Use Of CitiManager's Program Management and Reporting Modules	
• Logging In Via Single Sign-On	• How To Modify / Customize A Report
• How To Manage Your Profile	• How To Run And View Reports
• How To Manage Your Card Accounts	• How To Manage User Access
• How To Manage Your Hierarchies	• Online Tool and Process Enhancements
Industry Best Practices	
• Hot To Manage Your Card Program	• Delinquency Management
• Program Policy Enhancements	• Program Policy Monitoring and Enforcement
Introduction of New Commercial Card Tools	
• Additional Resources Available	• Training Materials Access
• Additional Training Registration	
For Cardholders	
Introduction of CitiManager for Cardholders	
• How To Make Payments	• How To Manage Your Profile

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Ongoing Training Topics for Program Participants	
• How To Manage Your Card Account	• Additional Resource Available
• How To Access Your Statement	

11.e Address training that will be provided based on technology and system changes.

The State's Program Administrator(s) receives e-mail notification of upgrades through the CitiManager Card Management module. Additionally, system users are alerted on upgrades through a banner message on the system website when they log in.

To ensure clients are properly trained on new releases, training products are examined with each upgrade and are updated as needed. Training on system upgrades is generally conducted through the use of Quick Reference Guides and web seminars.

11.f List what staff would require training (e.g., cardholders, supervisors, fiscal staff, etc.), and number of employees per training class.

Training would be offered to Program Administrators and Cardholders. There is no limit to spots per class.

11.g Identify what access users will have to procedural and process guides.

The State can register for future webinar training by topic. Webinars are instructor-led and delivered using WebEx.

Webinar sessions facilitate dispersed staff training, enabling users to see and hear about the program systems in real time through the web. We offer ongoing interactive and / or pre-recorded webinar training on a variety of topics. Interactive webinar training allows users to view the system, communicate with our trainers in real time via the web, and keep current on the latest enhancements to Citi's online tools.

Citi Commercial Cards Online Academy offers pre-recorded webinar training for refresher training or training of new Program Administrators. Online tutorials covering all card management functions for Program Administrators are built into our card management module.

Additionally, the Citi Online Academy program consists of a series of educational and best practice webinars, recorded for your convenience, to keep you up-to-date with today's quickly changing payments environment. Citi Commercial Cards Online Academy sessions are led by Citi experts and guest speakers from across the travel and payments industries. Our content is produced with treasury professionals, travel managers, procurement staff, and card program administrators in mind. In order to help you get the most out of your Citi Commercial Cards program, we will keep you up to date on a range of topics including:

- Industry trends
- New technology developments
- Impact of regulations around the world in order to help you get the most out of your Citi Commercial Cards program

11.h Explain what training materials you will customize for our account.

The State can access end-to-end user guides and quick start guides in CLASS for all of the Citi Commercial Card online tools. The end-to-end user guides provide step-by-step instructions for all tool functions. The quick start guides provide step-by-step instructions for the most frequently used functions.

A wide variety of printable training materials available to the State includes:

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- Program Administrator Desk Guide outlining recommended day-to-day program specific functions and reporting to assist in streamlining duties associated with management of the program
- Central Billing Reconciliation Guide providing a step-by-step explanation of the reconciliation process and listing common reconciliation challenges
- Resource material the State's Program Administrators can use to advise program participants of available training resources
- Training Request Form to schedule special training sessions for groups of 20 or more Program Administrators at agency meetings or conferences
- Implementation Guide
- Cardholder Guides
- Standard Card Management and Reporting Module User Guides
- PowerPoint presentations
- Online Repository of Training Information

12. Implementation

12.a Provide a draft implementation plan, including project deliverables, milestones and timeline.

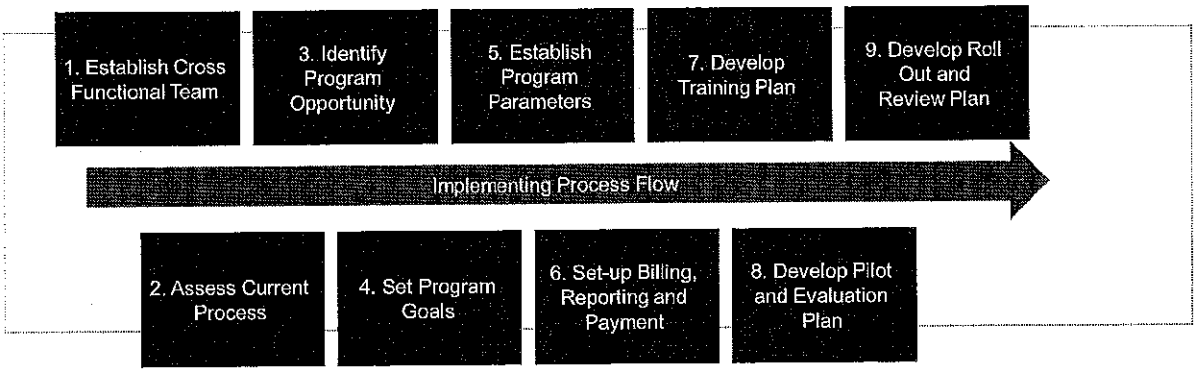
The Citi Implementation Project Team in cooperation with the State's Project Managers will focus on common priorities and goals to ensure full and timely implementation of your cards program. Citi's dedicated implementation team achieves winning program implementations through its governance model and life cycle methodology. This methodology is founded on a core set of best practices, including:

- Centralized governance and control
- Resource management
- Issue escalation process
- Identification and mitigation of risk
- Scope management discipline
- Solutions meeting all specified requirements
- Progress milestone management, including specific exit criteria for critical milestones and transition to ongoing program management

Our approach to implementing and transitioning commercial card solutions is centered on a defined methodology and process involving a multi-step implementation planning process. Your implementation plan will incorporate key disciplines used to support our Federal Government GSA Smart Pay 2 programs including the Department of Defense Travel Card Implementation, best practices of our State and Local Public Sector clients currently using commercial cards, and industry best practices established by the Palmer Study, and the card associations.

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Implementation Planning Flow



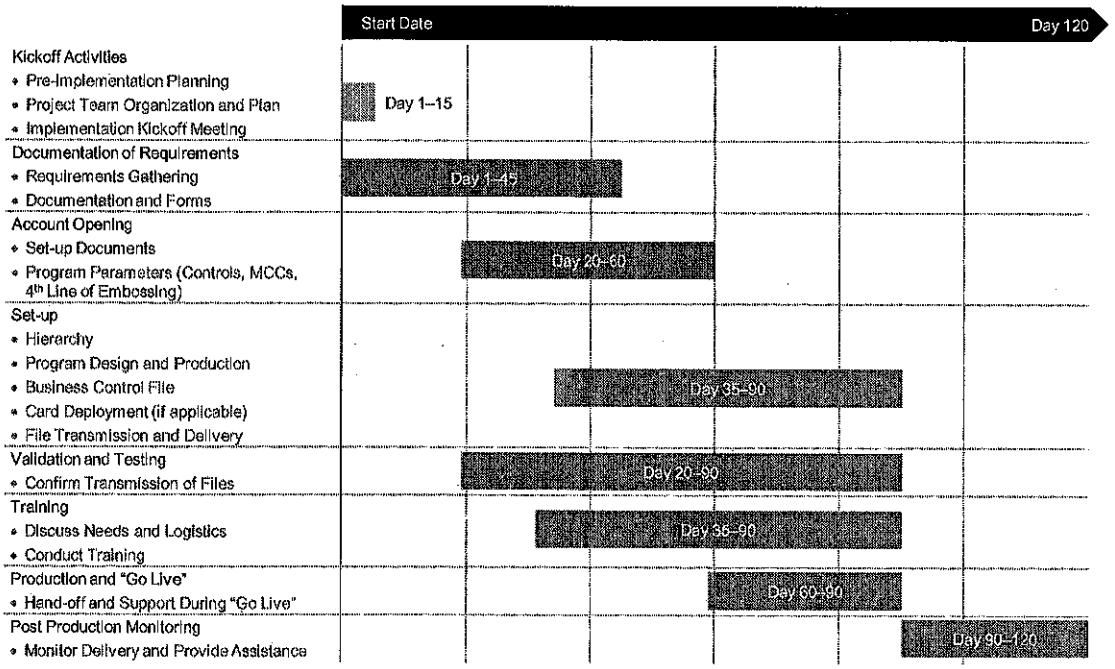
For a program the size and scope of the State's, we anticipate a 120 day conversion.

Upon award of business, Citi will work with the State to establish the contracts, share marketing plans, and finalize conversion planning. Citi will also assign an Implementation Manager supported by a designated implementation team. At no cost, your implementation team will customize a transition plan according to the State's objectives, as well as develop, document, and maintain a complete project plan detailing the scope of work, completion criteria, deliverables, roles, and responsibilities.

The following sample plan details each implementation task and the estimated timeframe for a successful implementation.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Transition Timeline



Implementation Plan & Key Responsibilities	
Phase 1: Kickoff Activities	
Pre-Implementation Planning	Citi / the State
Project Team Organization and Plan	Citi / the State
Implementation Kickoff Meeting	Citi / the State
Phase 2: Documentation of Requirements	
Requirements Gathering	Citi / the State
Documentation and Forms	Citi / the State
Phase 3: Account Opening	
Set-up Documents	Citi / the State
Program Parameters (Controls, MCCs, 4th Line of Embossing)	Citi / the State
Phase 4: Set-up	
Hierarchy	Citi
Program Design and Production	Citi
Business Control File	Citi
Card Deployment (if applicable)	Citi
File Transmission and Delivery	Citi
Phase 5: Validation and Testing	
Confirm Transmission of Files	the State

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Implementation Plan & Key Responsibilities	
Phase 6: Training	
Discuss Needs and Logistics	Citi / the State
Conduct Training	Citi
Phase 7: Production and "Go Live"	
Hand-off and Support During "Go Live"	Citi
Phase 8: Post Production Monitoring	
Monitor Delivery and Provide Assistance	Citi

Critical activities in the implementation process are detailed below:

Kick Off Activities

Brief series of meetings to evaluate the State's requirements and provide best practice recommendations to enhance overall program performance

- Introduce the transition team
- Review details regarding the Transition Timeline
- Confirm key participants from the State
- Support a prioritization schedule for implementing the State program reporting requirements, hierarchy, and data files

Through our project management process, Citi will provide clear and timely communications to all project participants throughout the transition period.

Documentation of Requirements

Your Citi Implementation Manager will coordinate and assist the State with all required documentation.

- Evaluate the State's technology and business requirements to determine what changes to your current program may be desired
- Jointly re-evaluate your transmission protocols and file interfaces
- Document all Statement of Work details and other documentation related to the implementation

Account Opening and Setup

Citi will review and offer a consultative approach based on our industry experience. Key milestones during the Account Opening and Setup phases include establishing and coordinating:

- Program Parameters
- Hierarchy
- Card Design
- Card Deployment strategy

Validation and Testing

Scheduled prior to going into a production environment, all activities will be directed by your implementation manager and project manager. Citi will validate the transmission of files and confirm the status of data populating on Citi's web based program management tools. By means of a detailed testing schedule, your Technical implementation manager will evaluate the status incrementally through each phase, limiting the timeframe necessary for final approvals.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Production and "Go Live"

Providing key information and a guide to resources is the initial step to migrating from an implementation status to production status. Your dedicated implementation manager will guide the State through this key transition phase.

Post-production Monitoring

In addition to providing support during "Go Live," your implementation manager will continue to monitor your program and provide valuable assistance as an additional resource for your overall program.

12.b Provide a detail description of the customer support provided in implementation, including technical support.

Behind every Citi Commercial Card solution is our implementation team, strategically building a top-tier program leveraging the leading payment platforms and tools you rely on to better manage your program.

Citi's approach to implementation is conducted through your Implementation Manager who is your consultative point of contact ensuring all parts of your chosen program will meet your overall financial and strategic objectives. To support a seamless implementation and program transition, Citi will also dedicate an experienced implementation team to the State for your conversion. We take pride in having some of the most experienced implementation management and staff in the commercial cards industry. All of our key personnel are full-time employees of Citi and not consultants or sub-contractors.

To address the requirements of the State, your Implementation Manager and implementation team will conduct weekly or twice-weekly meetings to ensure the day-to-day execution of your project plan and critical program deliverables. Teams take an advisory approach to managing your relationship while at the same time they follow well-document project management plans, implementation, escalation, and contingency procedures to ensure all aspects of the relationship is effectively managed. Each team member will play an active role in your program long after your first cards are issued. This will help ensure that your needs are addressed, and the State has the resources and program support to execute and manage the most effective card program possible.

To support you at the onset of your relationship with Citi, your Account Managers, ***MaryKay Casey*** and ***Erin Means-Reynoso***, will work in concert with your implementation team to ensure a successful commercial cards implementation. The State will also have access to your Citi Banking Team. Your Client Manager, ***Thad Garrison***, is your advocate within Citi, accountable for the servicing and satisfaction of your organization, as well as responsible for managing all aspects of the relationship and is your single point of contact for escalation.

12.c Provide a list of any materials provided during implementation, including but not limited to user manuals and education materials.

Training

This phase finalizes planning for logistics and training.

Citi applies best practices developed during the past two decades to provide highly effective training for the State. Underpinning the training strategy is the understanding that early training and education paves the way for an efficient, smooth-running card program. We design training programs to demonstrate the systems and, more importantly, provide the State with a deep understanding of all aspects of your card program.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Citi will take a proactive approach with the State in determining the most efficient training methods and context for your program participants. Examples of training methods include onsite training and webcasts. Our emphasis on training will enable the State to realize the maximum benefits of the program.

During implementation, we will discuss your training requirements with you and customize a program to meet the specific requirements of your Program Administrators, cardholders, and other program participants. In planning a training program for employees, your Implementation Manager will share ideas, sample presentations, and a training template with the State' Program Administrators.

An overview of our training approach is illustrated below:

Overview of Solution

- Program oversight and best practices
- Customer service overview
- Billing process
- Disputes process
- Fraud prevention and detection
- Round table

Citi's Online Systems

- CitiManager
- CitiManager's Card Management module
- CitiManager's Custom Reporting module

Additional Topics

- Presentation from card associations regarding best practices & technology
- Discussion of key initiatives for program improvement

12.d Describe the process for reporting, resolving and escalating issues during implementation.

At the start of your program an Implementation team leader will be introduced during the implementation kick off call, and will be presented as an escalation point for all issues related timeline and project deliverables.

Through our project management process, Citi will provide clear and timely communication to all project participants throughout the life of the transition. We employ several communication tools that help ensure proper management of all deliverables, including:

- Project Charter – Clarifies expectations of both implementation teams and define the final deliverables at a high level
- Project Plan – A customized plan will be developed based on your program requirements
- Project Status Report – Provides an summary of the project status, a detailed listing of the action items and issues, and a project team list
- Requirements Document – Details the major requirements and decisions of your Citi Commercial Card Program. Once approved, Citi will build your card program based on this document

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Project Tracking

Our implementation team manages each transition through an intranet-based system that offers built-in alerts for "client deal status" and "client health temperature." These red/yellow/green alerts will automatically send an escalation message to all senior members of your relationship.

The implementation team uses this site maintain project notes and tasks which will be shared on an IntraLink site for both the State and Citi teams to access and monitor. Through granting the State team members access to this SharePoint-type site, we enable all parties to follow and assess progress on tasks supporting the transition process.

Citi also works with our clients during the transition to market the change in card programs by developing internal communication plans, providing template material, and leveraging the Citi CLASS/Library module within our CitiManager online tool. This internal marketing effort builds awareness and assists in servicing the account and its users during the transition and on an ongoing basis.

Sample Project Plan

A sample implementation project plan is illustrated below. This is a typical implementation project plan – your implementation manager will work with you to customize a plan based on your specific needs.

Sample 120-day Project Plan

	Task Name	Duration	Start	Finish	Predecessors
1	Card Implementation Process	120 days	Tue 8/31/10	Mon 2/14/11	
2	Scope / Requirements	7 days	Tue 8/31/10	Wed 9/8/10	
18	Solution / Design Phase	57 days	Tue 8/31/10	Wed 11/17/10	
43	Build Phase	43 days	Fri 9/10/10	Tue 11/9/10	
119	Test Phase	70 days	Mon 9/13/10	Fri 12/17/10	
138	Go Live / BAU phase	43 days	Thu 12/16/10	Mon 2/14/11	

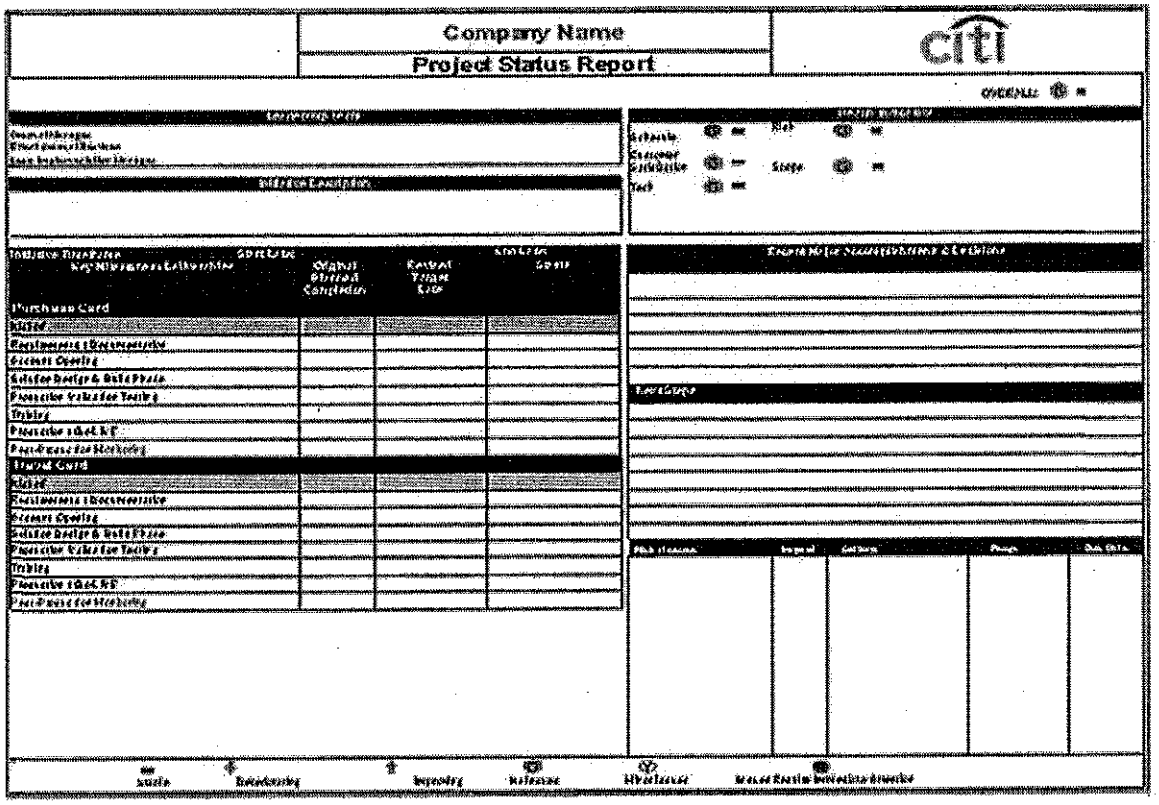
Sample 90-day Project Plan

	Task Name	Duration	Start	Finish	Predecessors
1	Card Implementation Process	90 days	Tue 8/31/10	Mon 1/3/11	
2	Scope / Requirements	7 days	Tue 8/31/10	Wed 9/8/10	
18	Solution / Design Phase	28 days	Tue 8/31/10	Thu 10/7/10	
43	Build Phase	36.5 days	Fri 9/10/10	Mon 11/1/10	
119	Test Phase	44.5 days	Mon 9/13/10	Fri 11/12/10	
138	Go Live / BAU phase	20 days	Tue 12/7/10	Mon 1/3/11	

Weekly Project Status Report

Throughout the implementation, the Project Manager will provide a weekly *Project Status Report* to the State's management illustrating implementation tasks and completion status. This report illustrates at a high level the status of the main implementation items. An example of this report is illustrated below:

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)



Issue Log

the State will have many opportunities to provide feedback on the implementation process and the active cards program. This includes the *Issues Log* for the implementation, which is a live document we use to track issues / roadblocks raised by either the State or Citi. The *Project Status Report* reflects the information in this document. A typical *Issues Log* is illustrated below.

Company Name Open Items / Issues / Risks					Last Updated:	DATE	citi	
					Open Items	0		
					Closed Items	0		
					Total Items	0		
Ref #	Date Raised	Owners	Product/ Service	Description	Impact	Status	Target Resolution Date	Next Steps / Resolution

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

12.e Describe any change management and communication support provided.

CitiManager will provide information on any system updates, and that the State's account manager, MaryKay, will proactively reach out to share any information on significant program changes.

Typically Citi does not charge for standard implementations. The following one-off implementation costs may be associated with Citi's commercial card programs, depending upon specific client needs:

- Interface from reporting tool to in-house T&E expense application and accounting system
- Custom Card plastic designs
- Excessive deliveries of emergency cards
- Custom file formats*

*Clients can choose from a wide selection of standard formats at no charge, however fees may apply to custom file formats.

The costs of switching from an incumbent provider to a new provider are at times overstated by incumbent card providers to encourage clients to choose not to change programs. To help prospective clients like the State understand how they might save by switching to Citi, we offer analytic tools and information to assess the true cost of changing commercial card providers.

Finally, any implementation costs incurred by switching to Citi can be spread over the life of the program, which is typically longer than the initial contract, as once clients move to a card solution such as Citi's with maximum acceptance, there is no convincing business case to then make a change.

Citi assumes the majority of the work in the conversion, and we do everything prudent to minimize the State's conversion costs. Our experience converting large, multinational clients shows the State may have "soft" costs related to the following:

- Set up and access to MIS reporting
- Reporting tool and Web application training
- Costs of transitioning / integrating data from previous card supplier
- Interface from reporting tool to in-house expense reporting application and accounting system
- Any other one-off implementation costs which cannot be separated from your offer.
- Migrating Cardholder Data

To expedite the initial cardholder setup and issuance process, we recommend the State use our electronic Auto Enroll application for cardholder enrollment. Auto Enroll accelerates card setup via a user-friendly front-end interface, creating an excel-based file used to input and upload your cardholder data. The file can be populated with the necessary data elements from your HR systems to keep the program running smoothly. The files may be loaded into CitiManager or sent via secure channel. Once your program has been established, the State can add new cards by having a program administrator complete the online application on our web-based tool.

The State may also use a batch flat-file process to include the necessary data elements to keep the program running smoothly. We accept multiple file formats, and will assist you with this process.

Client Example

The U.S. Department of Defense Travel Card Program, the largest travel program in history, was a program conversion that Citi acquired from Bank of America. Although Citi does not expect the State's business to be as large as the Defense Department's, we understand that efficiencies will be gained by the State agencies requiring direct conversion and Citi seeking to streamline the on-boarding process.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

During the conversion of business from other Bank of America programs, Citi's Implementation Teams worked with our clients to successfully gain output files from Works for conversion into the proper formats to:

- Build hierarchy
- Issue cards to the right individuals
- Assign proper accounting/GL values.

Citi's Implementation approach is very client focused. We use a proven methodology for large transitions. To minimize or eliminate any disruption in procurement activities during the transition, each agency can expect to dedicate the proper resources necessary to complete the information that Citi will need for proper configuration of online tools. They will also need to set aside time for training.

12.f Describe the post-implementation evaluation process.

The State's designated Implementation Manager will remain involved for 30 days after the program goes live, to ensure all aspects of the program are working as planned. Thereafter, you will have the services of the CAS Manager to work with your Program Administrator(s) on day-to-day activities. If technical resources are required post-implementation, they can be acquired through your CAS Manager. Your Account Manager will also be available post implementation.

12.g Provide a description of the required roles, responsibilities and estimated time commitments for implementation staff, the STP, and Participating Entities.

For the implementation, we recommend that the State designate a Program Administrator for your commercial card program as well as assign a cross-functional project team, including representatives from your accounts payable, human resources, marketing, and technology units. These individuals will work together with Citi personnel to ensure a smooth implementation and optimal program performance.

Working Together to Ensure a Successful Project

Citi Implementation Team		Recommended Client Team	
Implementation Manager	• Central Point of Contact • Your "one stop contact" who offers product best practices coordinates your implementation globally	Project Leader	• Schedule weekly conference calls • Manage project documentation including overall project governance • Maintain a quality control process
Project Manager	• Documentation of Project • Management of project plan, issues log, and meeting coordination for the collective project team	Program Manager	• Ensure compliance with Senior strategy • Advise hierarchy and security groups for card management setup • Work with Citi to create scheduled reports for ease of reconcilement
Technical Implementation Manager	• Technical Expertise • Integration, data and file delivery specialists positioned to partner with your technical resources	IT/Integration Leader	• Ensure seamless Integration • Manage file delivery testing between Citi and PeopleSoft
Trainer	• Educate and Train • Coordination, development and delivery approach to provide optimal transition experience	Treasury/Accounts Payable Team	• Ensure streamlined payment to bank for cardholder purchases

The following table presents the number of client staff hours typically required for a standard, 90 to 120-day implementation and integration process.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Phase	Estimated Staff Hours*
Kick-Off and Scope Definition	4 to 8
Requirements / Documentation	20 to 24
Account Opening	40
Solution Design and Build Phase	12
Production Validation Testing (PVT)	40
Training	8 to 10
Production (Go Live)	40
Additional support: Weekly status and working meetings (3 months) 2 hrs / wk	24

*Total estimated hours may vary depending on requirements, associated complexity and other criteria.

13. Insurance

13.a Provide a list of travel insurance benefits provided to travelers on official travel.

In North America, Citi administers the following common carrier insurance benefits:

Automatic Travel Accident Insurance

Automatic travel insurance coverage is provided at no cost to the cardholder, his or her spouse, his or her dependent children, as defined in the coverage details of the MasterCard Guide to Benefits in the Appendices, and any authorized user who purchased their passenger fare with a covered account. These individuals are automatically insured against accidental loss of life, limb, sight, speech, or hearing while entering, riding as a passenger in, or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers, or coupons, is charged to the Citi Corporate Card.

If the entire cost of the passenger fare(s) is charged to the account prior to one's departure for the airport, terminal, or station, coverage is also provided for common carrier travel (including taxi, bus, train, or airport limousine, but not including courtesy transportation provided without a specific charge), if it took place:

- Immediately preceding departure directly to the airport, terminal, or station
- While at the airport, terminal, or station
- Immediately following one's arrival at the airport, terminal, or station of one's destination.

If the entire cost of the passenger fare(s) is not charged prior to arrival at the airport, terminal, or station, coverage begins at the time the entire cost of the passenger fare(s) is charged to the Citi Corporate Card.

Please note that exclusions may apply and the cardholder should check the coverage prior to travel.

Please refer to ***Appendix – Citi's Travel Accident Insurance Brochure***.

Common Carrier Baggage Insurance

In North America, Citi offers the State's cardholders common carrier baggage insurance coverage. The coverage is provided to the cardholder, his or her spouse and his or her dependents, as defined in the coverage details of the attached program brochure, for permanently lost, stolen, or damaged baggage on a common carrier, at no extra cost when the entire common carrier fare is charged to the Citi Corporate Card.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Coverage for checked baggage and carry on items is up to the maximum benefit amount per occurrence per covered person. If an item is permanently lost, damaged, or stolen, it will be repaired or replaced at no additional charge, or the cardholder will be reimbursed up to the maximum benefit amount per occurrence for all eligible items at the issuer's option.

This coverage is excess or secondary to the common carrier's liability. The common carrier baggage insurance will, after indemnity from the common carrier is exhausted, be responsible only for the amount not covered by such other indemnity. Coverage is limited to the maximum benefit amount per occurrence, regardless of the number of articles involved.

To file a claim, the cardholder must notify the common carrier and complete their claim procedures. It should be noted that exclusions may apply and the cardholder should check the coverage prior to travel.

Please refer to ***Appendix – Citi's Baggage Insurance Brochure***.

13.b Describe insurance coverage, including whether the coverage is offered door-to-door, and the amount of insurance offered.

In North America, Citi provides comprehensive insurance coverage, including Travel Accident and Lost Luggage insurance, with a wide range of coverage amounts to support the State's needs. We offer supplemental benefits including corporate liability waiver, auto rental, and emergency travel assistance, in partnership with MasterCard.

This insurance is provided at no cost to the State or its cardholders.

Below we provide an outline of the insurance coverage available in North America.

	Citi Provided[A]			
Markets	Travel & Accident[1]	Lost Luggage[2]	MasterCard Assist	Liability Waiver[3]
United States	• Coverage for both CTA and Individual accounts. • Coverage amounts are: • Corporate & Pub Sector • $350,000 (standard) or $750,000 (VIP) • Government: $250,000	• Coverage amounts are: • Corporate & Pub Sector: $1,500 (standard) or $5,000 (VIP) • Government: $2,500 • Applicable for both IB and CB accounts	• Car Rental • Medical Protection[1] • Medical Referral[2]* • Legal Referral[3]* • Trip Assistance[4] • Purchase Assurance[5] • Extended Warranty[6] • Emergency Transportation Assistance[10]*	For programs with five or more cards, the maximum liability waiver coverage is $100,000

13.c Provide details on the availability of any additional optional coverage, including the scope of coverage.

Emergency travel assistance is provided via MasterCard as follows:

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Emergency Travel* Assistance	
MasterCard	• **MasterAssist® Medical Protection:** If a the State cardholder has a medical emergency away from home, MasterAssist Medical Protection can help obtain the best care. MasterAssist Medical Protection is a secondary insurance policy that provides a variety of coverage. • **MasterLegal® Referral Service:** The MasterLegal Referral Service will provide the State's cardholders with English-speaking legal referrals or consults with appropriate embassies and consulates regarding the situation. MasterCard will assist with a transfer of up to $5,000 in cash to cover legal fees or to post bail. • **MasterCard Global Services®:** MasterCard Global Services provide worldwide, 24-hour assistance with lost and stolen card reporting, emergency card replacement, and emergency cash advances. the State's cardholder can take advantage of these services by calling (800) MC-ASSIST. • **MasterTrip® Travel Assistance:** Before the State's cardholders begin a trip, MasterTrip Travel Assistance provides information on travel requirements including documentation, immunizations, and currency exchange rates. MasterTrip will also help your cardholders locate any lost or stolen travel materials, including luggage.

Notes: Availability of specific emergency travel assistance via the card associations varies outside of North America.

*Travel card insurance is based upon the name of the ticketed passenger.

14. Innovative Concepts and Marketing

In the Scope of Work, STP has identified services required from the Proposer; however, STP does not want to limit a Proposer's creativity in preparing a proposal. Please provide information regarding new and innovative approaches that will help the STP and Participating Entities meet the goals of their programs. Include in your narrative the history of the innovation, adoption rate, issues resolved, and use by entities similar in scope and size of the State.

14.a Automation to enhance and optimize end-to-end processes.

Citi Commercial Cards differentiates itself through best-in-class integration capabilities. To bring greater value to our clients, Citi Commercial Cards has established successful strategic alliances with long-term partners Concur, HRG, and Cvent.

By integrating your Citi Corporate Cards program with an expense reporting system, the State can realize greater efficiencies and control over the entire travel expense process. Our product seamlessly integrates with external expense and travel solutions via interoperable standard data feeds at no additional cost. An integrated end-to-end solution will benefit the State through reduced costs, improved visibility into travel spending, improved leverage in supplier negotiations, and increased compliance.

In addition, the State will benefit from combined unmatched global footprints and in-country expertise from both Citi and expense management providers.

Concur

The Citi partnership with Concur builds on Citi's tradition of innovation within commercial cards. We work closely with Concur to standardize file formats and reporting – improving end-to-end expense management and ensuring best quality data is available to the State. We also coordinate our work to streamline implementation.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

As an industry expert in travel data services, Concur has been a partner with Citi since 2000. Concur works to provide Citi clients with access to best-of-breed agency-card data and reporting services that is unique to the business. Concur offers rich, high-quality data for analysis and improved decision-making through their ability to capture, cleanse, and match data from a variety of sources.

As a high value client to Citi, the State will immediately enjoy the benefits of our alliance through an accelerated implementation of Concur services.

14.b Enhanced security and management controls.

Program Audit Tool (PAT) Overview

Organizations are constantly looking for ways to ensure regulatory and internal compliance. Citi continues to drive the market in the development of new tools to protect the integrity of your card transactions and provide strict adherence to defined program parameters. CitiManager's Program Audit Tool (PAT) is a powerful web-based reporting and data-mining solution that consolidates cardholder data across all of your program accounts. PAT provides enhanced visibility into the State's spending activity by identifying transactions and "accounts of interest" against our standard rule set tailored with your program-specific parameters. An additional level of card-monitoring capabilities ensures the accuracy of valid transactions and protects against out-of-program card usage. Questionable transactions are easily identified — making it easy to recognize cardholder errors and misuse. PAT strengthens program and vendor management and empowers program administrators and auditors to maximize their decision-making by utilizing some of the most advanced security tools available in the market.

PAT helps detect card misuse and mitigates card program risk by allowing you to:

- Define acceptable transaction parameters according to program policy
- Monitor how your Citi Commercial Cards are being used around the world, in various billing currencies
- Ensure compliance with program policy and accountability through *role-based workflows*
- Generate e-mails to non-compliant cardholders
- Increase data availability with 13 standard audit reports

For details on how CitiManager's Program Audit Tool has benefited some of our clients please refer to Appendix.

Administration Process

Through PAT, *Administrators* have the ability to control policy parameters, assign specific hierarchies (by billing currency, MCC exceptions, dollar thresholds, and other key indicators), track program violations, and target transactions for review.

PAT's dashboards allow for easy interpretation of data and trend analysis, provide drill down capability for explanations, and enable notes to be added to transactions. *Administrators* can easily adjust the filtering criteria at any time by refining existing rules or creating new parameters by billing currency.

Based on the defined existing policy requirements, transaction "exceptions" are flagged, explanations are added and then presented for review. While Program Administrators control the rule sets and can browse suspect transactions, Program Administrators have no interaction in the review process.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Review Process

Superior drilldown capabilities enables *Reviewer(s)* to see the "Transaction Summary Dashboard" to review violations, make comments and accept, edit or reject the transaction. A tiered review process may be implemented by incorporating a *Final Reviewer* to provide another level of integrity to the audit process. The end result is that you are able to uncover possible exceptions quickly and easily, minimizing misuse by ensuring that cardholders are adhering to your organizational guidelines and policies.

Our existing Fraud Early Warning System (FEWS), along with 100% Chip and PIN in North America, implementation of 3D Secure, and Multi-Factor Authentication criteria are clear demonstrations of all the measures that Citi is taking to further address and protect against the unauthorized use of cardholder accounts.

While we already employ sophisticated tools and technologies to identify potential fraud, your partnership is also important to us and we recommend that, in addition to the security measures you may already have in place, you and your cardholders undertake certain activities to help protect your organization and your cardholders.

Citi has introduced a new era in card technology by migrating cards to latest Chip and PIN technology. Data security is critically important to both the State and Citi and using cards that have the Chip and PIN technology provides an added layer of security and convenience in particular if you are travelling abroad. Chip and PIN cards contain an encrypted microprocessor that is embedded in the card. If the card is lost or stolen the embedded microchip makes the card extremely difficult to counterfeit. All Citi Chip and PIN cards will continue to have a magnetic strip, enabling cardholders to use their Citi Chip and PIN cards at merchants who have not adopted Chip and PIN card and technology. No personal information about the cardholder account (outside of the account number, expiration date, PIN and Security Code) or cardholder is stored on the microchip.

Client Fraud Reporting Tools

In additional to internal fraud processes performed by Citi, we have a number of tools available to the State to identify irregularities and misuse, and to assist it with internal audit. Controls include transaction blocking based upon MCC code and dollar amount, dollar limits for specific MCC groups, and temporal controls utilizing a number of transactions and aggregate dollar amounts. These controls are the single most effective way to enforce the State's spending policies.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Citibank® Custom Reporting System

citi

HOME | SHARED REPORTS | MY REPORTS | CREATE REPORT | MY SUBSCRIPTIONS | HISTORY LIST | PREFERENCES | PROGRAM AUDIT TOOL (PAT) | USER ENTITLEMENTS

Citibank Commercial Cards Reporting System > Shared Reports > Program Audit Tool (PAT) > Final Reviewer > Statistics Dashboard

Statistics Dashboard

Start Date: 3/1/2014
End Date: 4/1/2014

Hierarchy	Total Accounts	Unique Accounts in Violation	% of Unique Accounts in Violation	Accounts in Violation - Pending Audit	% of Accounts in Violation - Audited	Total Transactions	Transactions in Violation	% of Transactions in Violation	Transactions in Violation - Pending Audit	% of Transactions in Violation - Audited
Level 1 - 000	937,706	0	0%	0	N/A	3,602,820	0	0%	0	N/A
Level 1 - 000	12,179	0	0%	0	N/A	47,960	0	0%	0	N/A
Level 1 - 000	24,366	0	0%	0	N/A	95,920	0	0%	0	N/A
Level 1 - 000	24,366	0	0%	0	N/A	95,920	0	0%	0	N/A
Level 1 - 000	109,603	0	0%	0	N/A	431,640	0	0%	0	N/A
Level 1 - 000	24,366	0	0%	0	N/A	95,920	0	0%	0	N/A
Level 1 - 000	48,712	0	0%	0	N/A	191,840	0	0%	0	N/A
Level 1 - 000	48,712	0	0%	0	N/A	191,840	0	0%	0	N/A
Level 1 - 000	48,712	0	0%	0	N/A	191,840	0	0%	0	N/A
Level 1 - 000	48,712	0	0%	0	N/A	191,840	0	0%	0	N/A
Level 1 - 000	48,712	0	0%	0	N/A	191,840	0	0%	0	N/A
Total	1,376,111	0		0		5,419,480	0		0	

Citibank® Custom Reporting System

citi

HOME | SHARED REPORTS | MY REPORTS | CREATE REPORT | MY SUBSCRIPTIONS | HISTORY LIST | PREFERENCES | PROGRAM AUDIT TOOL (PAT) | USER ENTITLEMENTS

Citibank Commercial Cards Reporting System > Shared Reports > Program Audit Tool (PAT) > Final Reviewer > Non Fly Level Dashboard > Monthly Level Dashboard HE01 > Transaction Summary HE01

Select the hierarchy number to review transactions

Hierarchy Level 3	Hierarchy Level 3 Name	Transactions To Be Reviewed
[redacted]	HERARCHY33057	153
[redacted]	HERARCHY340695	120
[redacted]	HERARCHY404681	112
[redacted]	HERARCHY324318	96
[redacted]	HERARCHY134552	61

Top 5 Rules Violated per Txn Count

Top 5 MCCs per Txn Count

Top 5 Cities per Txn Count

Select the Transaction Amount for the transaction details. Click on REVIEW to review the transaction.

Transaction Post Date	Merchant Name	MCC	MCC Description	Merchant City	Merchant Country	Amount	
7/1/2010	BRITISH AIRWAYS 2557870015...	3005	British Airways	HOUNSLOW	GBR	2,124.80	Review
7/1/2010	BRITISH AIRWAYS 2557870015...	3005	British Airways	HOUNSLOW	GBR	2,124.80	Review
7/21/2010	MEDIA ROTANA HOTEL	7011	Lodging - Hotels, Motels, Resorts - Not Elsewhere Classified	DUBAI	ARE	2,294.13	Review
7/19/2010	AMERICAN EXPRESS TVL 304	4722	Travel Agencies and Tour Operators	NEWCASTLE	GBR	2,184.70	Review
7/19/2010	AMERICAN EXPRESS TVL 304	4722	Travel Agencies and Tour Operators	NEWCASTLE	GBR	2,142.50	Review
7/23/2010	BLUE TREE TOWERS MACAE	7011	Lodging - Hotels, Motels, Resorts - Not Elsewhere Classified	MACAE	BRA	1,008.80	Review
7/6/2010	PARKROYAL ON KITCHENER RD	7011	Lodging - Hotels, Motels, Resorts - Not	SINGAPORE	SGP	1,882.42	Review

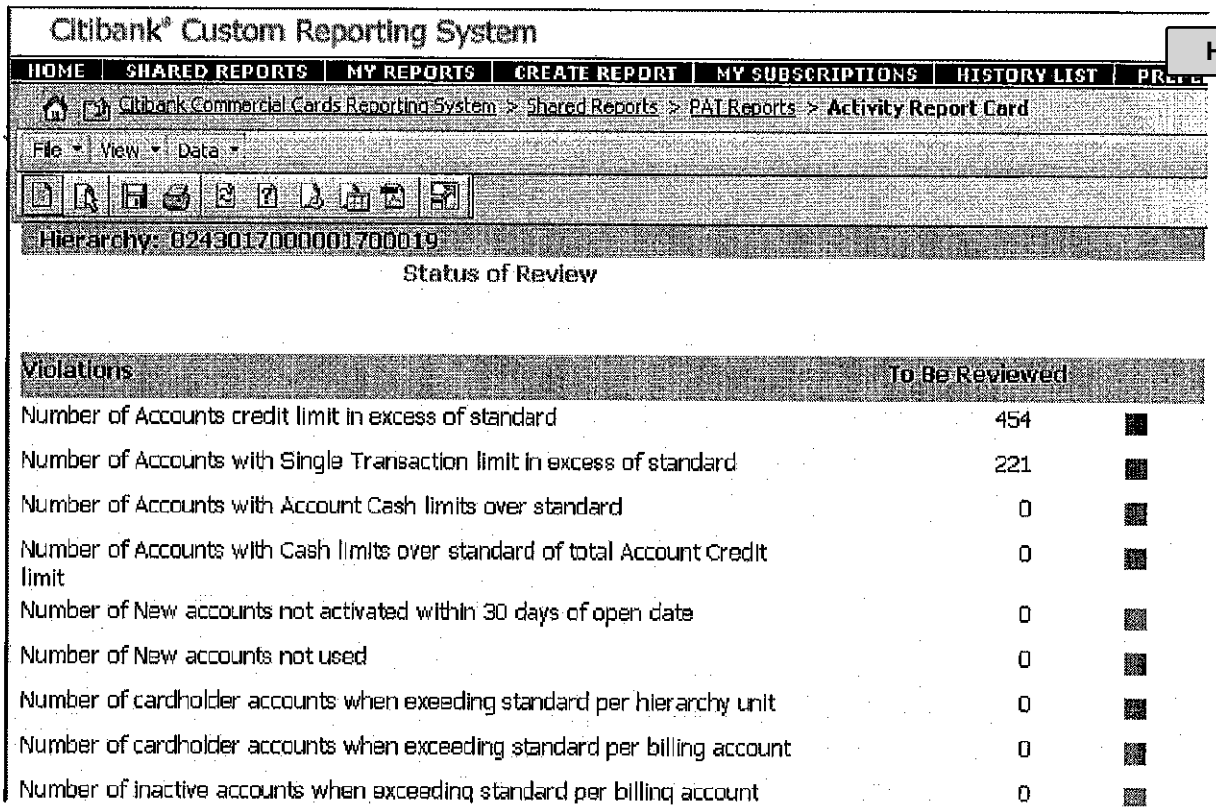
Card Holder Details

Acct Number	430810
First Name	[redacted]
Last Name	
Card Limit	10,000.00
Single Transaction Limit	0.00

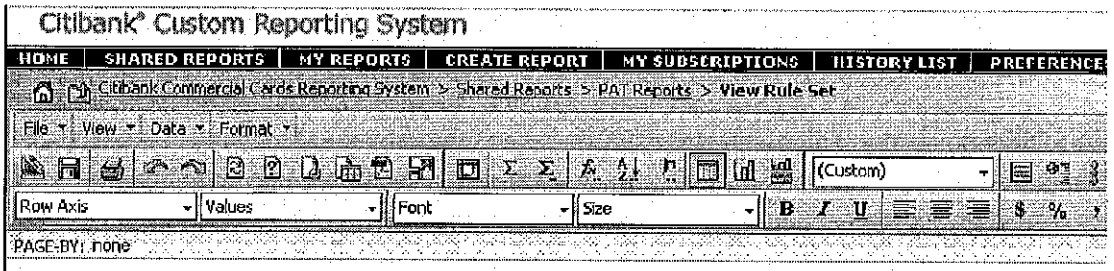
PAT Violations Captured for Selected Transaction

Manually added transaction

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)



Violations	To Be Reviewed
Number of Accounts credit limit in excess of standard	454
Number of Accounts with Single Transaction limit in excess of standard	221
Number of Accounts with Account Cash limits over standard	0
Number of Accounts with Cash limits over standard of total Account Credit limit	0
Number of New accounts not activated within 30 days of open date	0
Number of New accounts not used	0
Number of cardholder accounts when exeeding standard per hierarchy unit	0
Number of cardholder accounts when exceeding standard per billing account	0
Number of inactive accounts when exceeding standard per billing account	0



Rule Type	Rule Definition	Parameter X	Parameter Y
Account	Account credit limit in excess of <X>	100 50000	100
	Single transaction limit in excess of <X>	1000 3000	1500
Transaction	Posted Transactions(s) causing over cardholder credit limit status		

14.c Capturing the maximum state travel spend.

Increasing Employee Use

Citi's MasterCard-branded Corporate Card has a far greater level of acceptance than other card brands, resulting in ease of use for cardholders. Our clients have been successful in working with us to implement appropriate travel and entertainment policies to ensure employees use the Corporate Card without the need for a rewards program.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

During the implementation process, we will share program best practices with the State, including ideas on mandating employee use of the card. Through increased employee use of the Citi Corporate Card, we are confident the State will experience such benefits as greater access to captured data, employee satisfaction, and increased rebate, without using a rewards program.

Card program increase employee satisfaction

Through increased employee use of the Citi Corporate Card, we are confident the State's employees will experience such benefits as:

- Fewer out-of-pocket transactions due to maximum card acceptance
- Ease of reconciliation due to greater acceptance of the card and more transactions available directly in their expense reports minimizing manual entry of transactions and reducing the time and effort involved
- 24/7 access to Citi-managed, "on-shore" customer service
- Online access to cardholder statements from almost anywhere in the world
- Chip and PIN cards for U.S. cardholders that travel internationally to markets where chip and PIN technology is prevalent
- Two-way SMS and email alerts are available; cardholders can opt-in for added convenience
- CitiManager Mobile which enables cardholders to access Citi's online tools from their mobile devices, 24/7
- Superior fraud monitoring which ensures that cards are not suspended unnecessarily.

Marketing & Communication Plan

A robust and proactive communications plan is essential to effective card program implementation. Citi will work with the State to create a communications plan and supporting materials that builds awareness of the new program and encourages card use within the State's guidelines. The customized communications plan will use the most effective channels to introduce the card program, and will include three stages:

- ***Building Brand Awareness*** – Prior to launching the program, communications will be delivered via email, posters, and banner ads for the State websites, as well as other mediums you find suitable
- ***Introducing the Program*** – An email campaign will be targeted to the State's Procurement Managers and Card Program Managers announcing the new program offering and describing it in detail
- ***Continuing Communications*** – Communications deployed via email, banner ads, and other mediums you find suitable to encourage appropriate card use

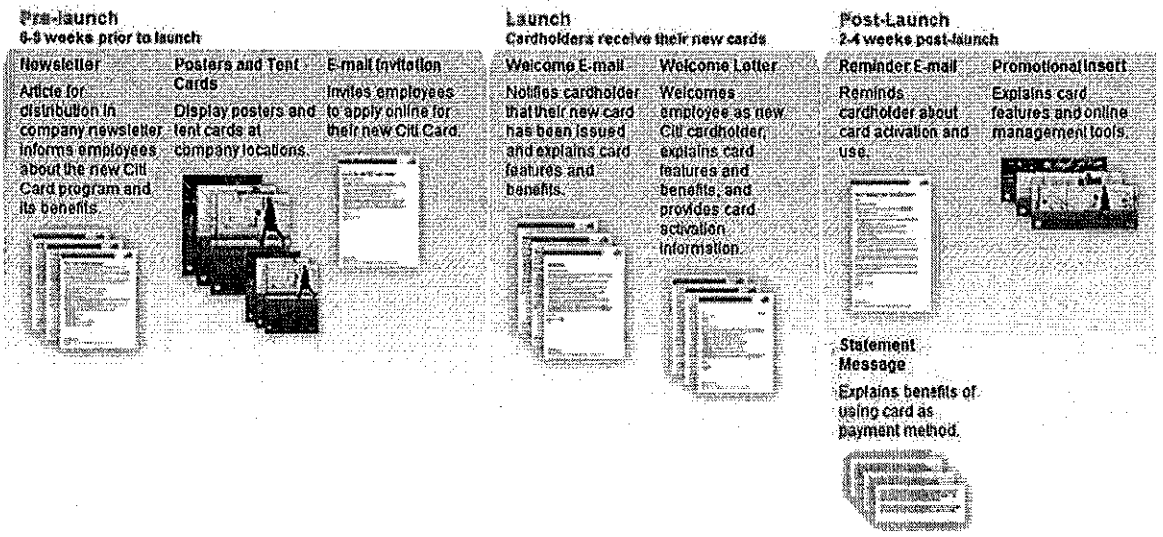
Our Commercial Cards organization is truly differentiated in the marketplace given the level of experience we offer when increasing adoption among our clients. We believe our marketing plan will challenge the status quo in the industry and assist your program in reaching new heights.

As part of our proposed marketing plan, Citi offers a highly customized toolkit to create a powerful message which supports your program goals. This toolkit provides everything you need to create a marketing campaign for your new Citi card program throughout North America.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Launching Your Marketing Program

The following is a suggested timeline for launching a Citi® Commercial Card marketing campaign using the templates in this toolkit site.



Our Marketing Toolkit and collateral materials are turnkey and can be used for promotional events, direct mail, electronic communications, and more.

Citi's Marketing Toolkit includes the following customizable templates:

- Poster
- Statement insert
- Tent card
- Welcome e-mail
- Statement message
- Welcome letter

Our seasoned professionals will work in concert with the State to develop the key messages and a communications toolkit that will educate, convert, and increase the use of your commercial card programs.

For further details on our Marketing Toolkit, please visit us at http://www.citibank.com/transactionservices/home/card_solutions/commercial_cards/global_corp_sol/toolkit/global_home.jsp

14.d Streamlining payment and remittance methods.

Citi offers a full suite of web based, online card management systems that will allow both a Program Administrator to manage particular aspects of the card program, and give a cardholder access to card transaction information. Citi will want to work with the State of California to better understand its card transaction reconciliation process, and ensure that the right tools are in place for the State. For example, Citi utilizes many methods in helping our clients reconcile their Central Travel Programs. Some of our clients elect for Citi to send to their Travel Management Company (TMC) a standard file for reconciliation services that the TMC will provide while other clients

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

choose to take advantage of Citi's tools and services that have the ability to take in enhanced data from the card associations and match that data in our reporting tool. This data is utilized in Citi reports that highlight matched and unmatched transactions helping our clients focus on those transactions that need additional support.

To facilitate a paperless accounts payable process, the State will have the option of receiving electronic data files of account information or viewing statements through our global single sign-on client portal, CitiManager, using the Card Management or the Card Statements and Payments modules. The State can integrate electronic data files with numerous types of Accounts Payable and General Ledger systems, including SAP, JD Edwards, Oracle, and PeopleSoft. You can integrate billing, as well as Level II and III data, via a Data Exchange File or Citi Common Format file, providing all enhanced data for reporting.

For Central billed accounts, the State can also leverage our CitiManager Custom Reporting Tool to assist in the reconciliation process.

For paperless payment options, Citi accepts payments in the form of ACH, Fedwire, direct debit, and EDI Electronic Funds Transfer (EFT) instructions.

In North America, reconciliation of enriched data is strictly controlled from the point of receipt, onwards. Citi's processing partner employs automated on-receipt processing for enriched data files. Data is obtained from travel agencies and third parties to ensure that all expected data is received prior to each day's data enhancement processing. Any exceptions are tracked from the point of occurrence and followed through to resolution. File delivery schedules are agreed upon with the client and their nominated suppliers, and schedules built accordingly.

The basis of data enhancement is that the travel agency or other enriched data elements are treated as subordinate to the financial data records. These elements are not available to the client until a corresponding financial record is enhanced with the enriched data.

All enriched data received is processed at end of day and held in a staging database in preparation for enhancement, as data from travel agencies is typically received in advance of the financial data. Financial transactions are matched against the enhanced data held in the staging database. The resulting enhanced records are then available via report, file extract, or inclusion in the card transaction file.

Travel Card reconciliation can easily be performed on individual travel statements within CitiManager. Users can view all activity posted to their accounts, comparing the information to trip logs and itineraries through your EMS tool. For central billed accounts, the State can also leverage our CitiManager Custom Reporting Tool to assist in the reconciliation process.

Mobile Payments via CitiManager

The State's cardholders can make a payment on their IB Travel account if the cardholder has the necessary entitlements and a bank account set up for a payment in CitiManager.

Cardholders are entitled to perform all CitiManager Mobile functionalities that they currently have access to on the traditional CitiManager website. Program Administrator (PA) can change individual cardholders' entitlements through the CitiManager full site.

Payments post the next business day with a maximum payment allowed per account equal to the outstanding balance for that account plus an additional $100.

14.e Innovative options to other requirements outlined in the Scope of Work.

Citi Commercial Cards' strategic focus is on unparalleled innovation. We conduct multiple significant product releases every year for our technology products and regularly add new functionality based on client feedback. These product enhancements span from back-end core processing and data management to front-end, web-based tools and analytics.

Continuous enhancements to our products include:

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

- Proprietary linkages to travel agents, hotels, airlines, and travel aggregators for enhanced data outside of the associations
- Continued development of local currency programs around the world
- Enhanced functionality of Internet-based tools
- Improved reporting through an increased number of direct links with merchants in the Global Data Repository
- Continued investment in Citi's Fraud Early Warning System to ensure usability of cards while effectively mitigating fraud

Our enhancements are aligned with our core global strategy of providing the most cohesive, consistent, and efficient product platform to our clients. While our global reach and capabilities already position us ahead of our competitors, these product improvements enable us to provide an offering unparalleled in the commercial cards industry.

Dedicated Technology Investment

A vital part of Citi's strategy is the reinvestment of commercial card revenue into our global capabilities to deliver the industry's most advanced payment tools and platforms. This strategy keeps Citi competitive and keeps our clients current in the marketplace.

Percent Investment in Research, Development, and Technology

Citi has ambitious growth plans for the Commercial Cards Business over the next several years and a strategic commitment to invest over 10% of annual revenue into our products and services. Our objective is to continue to be at the forefront of providing client-centric solutions that allow us to create economic value and build trust with our clients.

Specific information regarding the percentage of revenues invested in new product development and enhancements is proprietary and confidential.

Travel Card Data Capture and Reporting Strategy

Citi understands the importance of enhance data reporting to the State. Every day, we work closely with corporate card clients to encourage travel suppliers to pass enhanced line item data from the point of sale, enabling clients to manage and monitor travel programs more effectively.

Data enhancement is a key component of Citi's data strategy. Citi recognizes that the commercial card industry frequently lacks needed elements to offer a complete picture of spend. As a result Citi's trategy is to work with a number of key sources, such as the Global Distribution Systems (GDS) and directly with travel agencies (TMCs) to obtain the best possible information for its clients.

What Does Digital Deliver?

44% of cardholders stated the "burdensome expense report" is the main dissatisfaction with their Commercial Card.

Not resting purely on this, Citi leverages our relationships as the largest global issuer of commercial cards to work directly with the card associations to expand their infrastructure to support better quality data from the card networks. By combining these two approaches, Citi offers the most comprehensive data strategy of any open network global issuer.

To assist our clients in providing the mo t robust reporting, Citi offers both a standard suite of 19 reports across 5 common categories – X, Y, Z, A, B, as well as over 650 data elements to choose from in order to create any custom reports. Although our clients typically find our standard reports to more than adequately meet their reporting needs, we have skilled client account managers who are able to assist our clients with creating any type of report to meet their program requirements.

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

Citi's global, unified technology platform is a unique Citi feature built on decades of extensive investment and strategic planning. All data attributes are stored in our proprietary global data repository (a single data repository which houses all of your data attributes across all of the markets where your Citi Commercial Card program spans). Citi's global, unified technology platform allows us to provide the same data attributes across all markets of issuance for any given Citi Commercial Card product. This means the financial data we are able to capture at point-of-sale from any merchant is the same across the 100+ countries where Citi offers a Commercial Card program. The benefit this provides our clients is globally consistent program and product level reporting for better understanding and insight into your program data.

Travel Card Data Capture and Reporting Differentiators

Citi clearly differentiates ourselves in T&E reporting and data capture.

Few issuers can:

- Offer CitiManager, our proprietary single sign-on tool where approved users can both view statements and access reporting
- Provide a fully-owned and unified technology platform and Global Data Repository across all markets. Our technology supports the same level of data to be captured across all of our commercial card products, regardless of the Citi Commercial Card market of issuance
- Have special relationships with Concur and HRG which provides us with high-quality data and unique reports that are exclusive for our Citi clients
- Work with your suppliers, TMCs, GDSs and other third party providers to capture all the enhanced data you require to present alongside your financial records for your analysis and review
- Pass enhanced airline data for every transaction (as provided by the airline). This data comes from all major airline carriers in the world and many secondary carriers
- Provide a Hotel Folio program with over 17,000 hotel properties. the State can receive enhanced folio data from various hotel brands and properties, including Carlson Hotels Worldwide, Choice Hotels International, Hilton Hotels Corporation, Hyatt Corporation, Marriot International, Intercontinental Hotels Group, Fairmont Hotels and Resorts, and Omni. *Citi's Hotel Folio program offers the largest hotel network in the industry*
- Partner with Mastercard (the association) to:
  - Ensure acquirers understand the data needs of our clients. Citi has regular meetings with the associations to ensure the quality and timeliness of data provided. This enables us to provide the State with an optimal program experience, tweaked to maximize efficiencies and data quality. The data is accessible through our reporting tools, providing clients with vital, actionable data for their commercial card programs
  - Work with all signed suppliers to qualify them for the lowest interchange rate for commercial cards by passing Levels II and III data on all transactions

Your Client Account Services Manager, MaryKay Casey, who has been in the business for over 20 years, will be able to guide CA DGS in obtaining best value of travel vendors.

Data Capabilities

Citi Working Capital Analytics (CWCA) tool provides and presents data in order to assist with negotiations in obtaining best value of travel vendors. In today's competitive environment, companies require enhanced visibility into their travel and MRO expenses and a deeper understanding of these costs. Citi has responded with a powerful analytics tool, Citi Working Capital Analytics. This proprietary tool will assess your spending and compare it to companies similar to STAMMP. The goal is to provide information enabling you to compare and benchmark your organization against competitors.

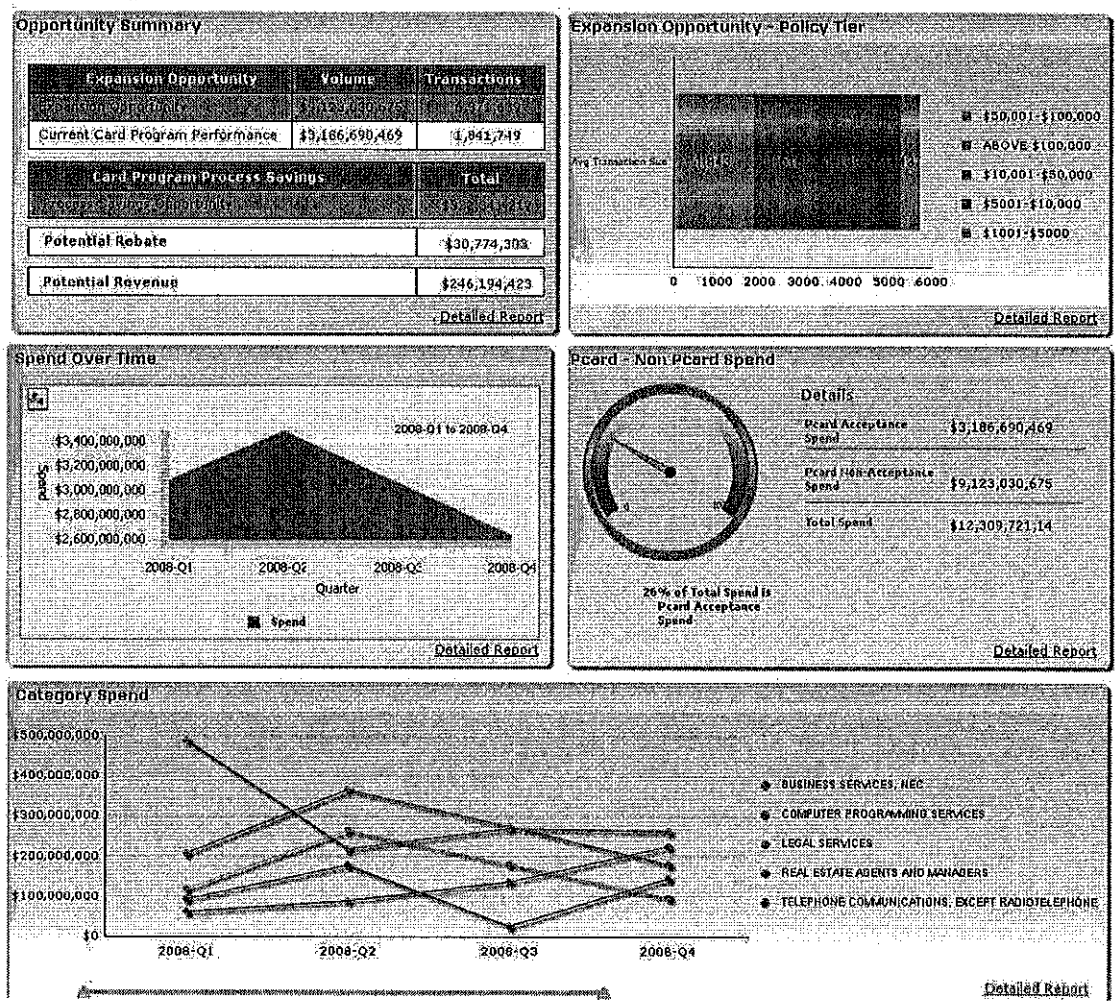
Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

We analyze your entire accounts payable and/or travel expense management system in an effort to derive the maximum financial benefit from your current payment methods and offer efficient options. In addition, we examine your expenditures to derive comparative metrics and analytics.

Citi Working Capital Analytics will enable you to track total spend and spend by supplier, monitor compliance to travel policies, and identify improvement opportunities for your travel program. It will help you find ways to increase working capital, stop leakage, improve policy compliance, and reduce costly check payments.

Drawing from a knowledge base of more than 43 million items, our solution includes pre-configured dashboards and standard reports with simple drill-down capabilities in an easy-to-use online interface. Our analytics solution provides deep insight into your travel program, delivering powerful comparisons between metrics and category benchmarks.

The following screen views illustrate sample outputs from Citi Working Capital Analytics.



Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

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Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

ATTACHMENT 7: Cost

1. Total Spend Incentive

Total Spend Volume		Total Spend BPs
A	Under $50,000,000.00	147 BP
B	$50,000,001.00 - $100,000,000.00	162 BP
C	$100,000,001.00 - $150,000,000.00	176 BP
D	Over $150,000,000.00	185 BP

2. Prompt Payment Incentive

Prompt Payment Incentive A

Day 30 = 1 base bp	1 bp total
Day 29	1.5 bp total
Day 28	2 bp total
Day 27	2.5 bp total
Day 26	3 bp total

Prompt Payment Incentive B

Day 25 = 3.5 base bp	3.5 bp total
Day 24	4 bp total
Day 23	4.5 bp total
Day 22	5 bp total
Day 21	5.5 bp total
Day 20	6 bp total

Prompt Payment Incentive C

Day 19 = 6.5 base bp	6.5 bp total
Day 18	7 bp total
Day 17	7.5 bp total
Day 16	8 bp total
Day 15	8.5 bp total

Prompt Payment Incentive D

Day 14 = 9 base bp	9 bp total
Day 13	9.5 bp total
Day 12	10 bp total
Day 11	10.5 bp total
Day 10	11 bp total

Attachment: Statewide Travel Program Master Agreement (RES-2022-433 : State Travel Program Agreement)

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
5159906	1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of General Services
CONTRACTOR'S NAME
Citibank, N.A.
2. The term of this Agreement is Upon DGS Approval through October 31, 2021 With (1) two-year option to extend
3. The maximum amount of this Agreement after this amendment is: $00.00
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. Agreement term end date is extended from October 31, 2019 to October 31, 2021.
B. Replaces Exhibit D, Additional Provisions in its entirety.

The effective date of this amendment is upon DGS – Office of Legal Services approval.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
Citibank, N.A.

BY *(Authorized Signature)*
DATE SIGNED *(Do not type)* 10/07/2019

PRINTED NAME AND TITLE OF PERSON SIGNING
SEBASTIEN DELASNERIE
Vice President

ADDRESS
388 Greenwich St
New York, 10013, NY

STATE OF CALIFORNIA

AGENCY NAME
Department of General Services

BY *(Authorized Signature)*
DATE SIGNED *(Do not type)* 10/21/2019

PRINTED NAME AND TITLE OF PERSON SIGNING
Kimberley Hettrick, Master Agreement Unit 1 Supervisor

ADDRESS
707 Third Street, 2nd Floor
West Sacramento Ca 95605

CALIFORNIA
Department of General Services
Use Only

APPROVED
OCT 24 2019
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

☐ Exempt per:

Attachment: Master Agreement Additional Provisions (RES-2022-433 : State Travel Program Agreement)

Exhibit D: Additional Provisions

1. DEFINITIONS

"**Account**" means each credit account established by the Contractor under the Program, including, without limitation, as the context requires, those accounts associated with Cards and Special Use Accounts.

"**Billing Currency**" means U.S. Dollars.

"**Card**" means a physical card issued by the Contractor in connection with an Account.

"**Participating Entity**" means each State Agency and Optional User designated by the State to participate in the Program, and such other entity related to the State that the Contractor approves of to participate in the Program. In respect of such Optional User, each Optional User (i) is liable for all amounts incurred in connection with such Optional User's participation in the Program, and (ii) shall enter into a Participation Agreement with the Contractor.

"**Program**" means all Cards, Accounts and services provided to the State and Participating Entities for business use pursuant to the terms of this Agreement.

"**Special Use Accounts**" means Central Travel Accounts (CTA), also known as Direct Bill Accounts, Virtual Card Accounts, also known as Virtual Card Number Accounts, and any other Account designated as a Special Use Account.

"**T&E Card**", also known as Individual Liability Accounts, means an Account intended to be used for travel and entertainment expenses.

2. THE PROGRAM

(a) For the term hereof, the Contractor hereby agrees to provide the State and Participating Entities with the Program in the United States. Under the Program, the Contractor will establish Accounts for Cardholders in the United States. The Program and each Account established in the United States shall be subject to and governed by this Contract.

(b) Each Account is established for the purpose of permitting Cardholders to charge purchases of goods and services that are for the business purposes of the State or a Participating Entity (as applicable) from merchants that accept the Accounts, provided that an Account is valid and has not expired or been canceled or suspended by the Contractor. The State shall use commercially reasonable efforts to ensure that each Account is used only for such purpose.

3. AVAILABLE CARDS/ACCOUNTS: Under the Program, the following Cards and Accounts will be available: T&E Cards, CTAs, and Virtual Card Accounts, and any other Accounts and/or Cards provided for under the Program after the effective date of this Contract.

4. BILLING AND PAYMENT PROCEDURES:

(a) Corporate Bill/Corporate Liability Cards and Accounts. Except with respect to the T&E Cards issued pursuant to Sections 4(b) below, the terms of this Section 4(a) shall apply to all Accounts established under the Program:

(i) Each Participating Entity is liable for and shall pay in full by the due date set forth in Cost Proposal, all charges, fees, and other costs incurred on its Accounts in accordance with the terms of this Contract.

(ii) For each statement period that there is Account activity, the Contractor will provide each Participating Entity with a statement for the Account in the Billing Currency, which will indicate the outstanding balance, amount due and the payment due date. In addition, it will show an itemized list of current purchases, payments and credits, and, if applicable, any other charges or fees as provided for in this Contract.

(iii) Unless required by applicable law or otherwise agreed between the State and the Contractor, all Account statements will be provided to the State via an electronic method. If necessary to retrieve statements, the State shall ensure that each Program Administrator or other authorized employee of the State has secure encrypted access to the Contractor's website to access and view electronic Accountstatements.

(b) Individual Bill/Individual Liability Cards and Accounts. Individual Liability Cards (as defined below) are available to all Participating Entities. The following terms shall apply with respect to Individual Liability Cards:

(i) The State may request that the Contractor issue to an employee, partner, officer, contractor, agent and subcontractor of the State or any State Agency a T&E Card with the following features: (A) a physical card issued in the name of the individual Cardholder; (B) with billing statements for such T&E Card issued to such Cardholder; and (C) with respect to which, such Cardholder is solely liable for all amounts incurred through such T&E Cards (an "**Individual Liability Card**").

Attachment: Master Agreement Additional Provisions (RES-2022-433 : State Travel Program Agreement)

(ii) If the State requests that an Individual Liability Card be issued to a prospective Cardholder pursuant to Section 4(b)(i), then the Contractor has the right to determine whether such prospective Cardholder is eligible to receive such Individual Liability Card based on a review of the creditworthiness of such individual. If the Contractor determines based on such review that such proposed Cardholder can be issued an Individual Liability Card, then the Contractor will issue an Individual Liability Card to such individual.

(A) If the Bank determines based on its review that a prospective Cardholder will not be issued an Individual Liability Card, then the Program Administrator may instead request that the Bank issue a Corporate Liability Card to such prospective Cardholder.

(iii) Each Cardholder is liable for all charges made to his or her T&E Card and any applicable fees as provided in the Cardholder Account Contract then in effect. Billing statements provided by the Contractor to Cardholders will include the following information: outstanding balance, amount due, payment due date, and a list of charges to such T&E Card for the applicable statement period. Unless required by applicable law or otherwise agreed between the State and the Contractor, all T&E Card Account statements will be provided to the Cardholder via an electronic method or postal mail. The Cardholder is required to deliver payment in full to the Contractor in accordance with the terms of the Cardholder Account Agreement, regardless of whether the Cardholder has been reimbursed by the State or a State Agency for such amounts. The Contractor will also provide the State with information on a monthly basis, or such other period as the Contractor and State may agree, with respect to all charges made by Cardholders to the respective T&E Cards during each statement period. The State shall ensure that the Program Administrator or other authorized employee of the State has secure encrypted access to the Contractor's website to access and view electronic Account statements.

(iv) The State acknowledges that the Contractor may investigate a Cardholder's creditworthiness prior to issuing, renewing or replacing Individual Liability Cards and otherwise as the Contractor deems appropriate in connection with the Program. Additionally, State acknowledges that the Contractor may provide information regarding Cardholders to credit bureaus.

(v) Individual Liability Cards are considered delinquent at 60 days past due. The Contractor will take the following actions in respect to delinquent Individual Liability Cards:

(A) Suspension of charging privileges shall occur at 61 days past due.
(B) Card cancellation shall occur at 91 days past due. Reinstatement of cancelled cards, due to delinquency, must be mutually agreed upon between the State and the Contractor.
(C) Adverse bureau reporting shall occur at 181 days past due.

(c) General Provisions. The following terms shall apply to all Cards and Accounts.

(1) Payment Requirements. The Contractor may accept late or partial payments (including, but not limited to, those marked as in settlement of a dispute or "payment in full" or with other restrictive endorsements), without losing any of its rights under this Contract. The State and each Cardholder, as the case may be, are required to comply with all requirements established by the Contractor regarding procedures for remitting payments to the Contractor and required information to be included with payments. The State acknowledges that a failure by the State or any Cardholder, as the case may be, to comply with the Contractor's procedures for remitting payments may result in late payment of amounts due, assessment of late charges, reduction in the spending limit of the subject Account(s), and/or the closing or suspension of the subject Account.

(2) Credit Balance Refunds. If Contractor receives a payment that exceeds the amount that is due on an Account, then the Contractor will apply the excess amount of such payment (a "Credit Balance") against charges incurred on such Account. If a Credit Balance of more than $1.00 remains outstanding on an Account for 180 days or more, then if such Account (a) is an Account for which a Cardholder is solely liable, any such Credit Balance shall be refunded to the Cardholder named on such Account, and (b) is an Account for which the Participating Entity is liable, then any such Credit Balance shall be refunded to the Participating Entity. If a Credit Balance equal to or less than $1.00 remains outstanding in an Account for 180 days or more, then the Contractor shall deem such Credit Balance to be zero.

5. FEES AND CHARGES:

1. Annual Fee	Waived
2. Cash Advance / ATM	Not offered per State requirements.
3. Late Payment Charge / Purchase Finance Charge	

Attachment: Master Agreement Additional Provisions (RES-2022-433 : State Travel Program Agreement)

a. Individual Bill	2.5% of the outstanding balance if any portion of the past due balance appears on two consecutive billing statements (approximately 55-60 days after the billing cycle date in which the charge first appears), a Late Payment Charge will be assessed to the cardholder. This fee is NOT assessed to the Participating Entity, per the State's requirements.
b. Central Bill	Per the State's requirements, subject to State of California Prompt Payment Legislation. Government Code Chapter 4.5 Section 927.
4. Foreign Transaction Fee	1.0% in addition to Card Association fee levied to Citi. Total fee not to exceed 2.5%.
5. Return Payment Fee	Waived; $10.00 billed to Individual Liability Cardholders for returned payments (not to the Participating Entity).
6. Implementation Fee	Waived.
7. Implementation and Training	Implementation and training for a single site included, after which webinar and online training is no charge.
8. File Integration and Reporting	No charge for standard file to central data point or Citi's standard online reporting system.
9. Custom File Development and Integration	Not required for State of CA. If requested at a later date, Custom integration includes but is not limited to AS2, SWIFTNet, and web-service API's.
10. Custom Card Design	Not required for State of CA.
11. Central Travel Account / Travel Agency Data	Citi can accept a standard reconciliation file from a Travel Management Company (TMC) at no cost.
12. Card Special Handling	Not required for State of CA. If requested, $25 per request for expediting a card via courier to the cardholder or a company location.
13. Statements	No cost (electronic statements only via CitiManager).
14. Telephone Payment	Online Payments Via CitiManager – no cost; optionally, telephone payment - $14.95 per request billed to Individually Billed cardholder account (not to the State of CA).
15. Statement and Receipt Copies	Via CitiManager – no cost.

1. **PRICING TERM:** The pricing for this Agreement shall be effective for **seven (7)** years from the date hereof or for the term of this Agreement, whichever time is shorter.

2. **PAYMENT DUE DATE:** Payment is due in full **30** days after billing statement date.

3. **REBATES:** Rebates will be payable retrospectively on an annual basis within 90 days of the contract anniversary, each year starting on such an anniversary being a "Rebate Period." The Company shall be eligible for rebates according to the rebate parameters set forth below.

(a) For the purpose of the rebate calculation, the annual total for all Canadian sales volume will be converted to U.S. Dollars using a twelve-month average of the interbank wholesale exchange rate, as determined from rates publicly published and added to the U.S. annual sales volume calculated under this Agreement.

(b) Qualified Annual Spend Volume is the total spend on the Accounts during the Rebate Period, excluding returns, credits, and unauthorized use of Cards or Accounts during the Rebate Period. Transactions associated with reduced large ticket interchange are counted towards Qualified Annual Spend Volume **and calculated as a flat 50 bps in rebate per large ticket interchange item.**

(i) For Corporate Card programs the following criteria must be met by the merchant for the transaction to qualify for large ticket interchange:

a. Transaction amount must be more than $7,255

b. Transaction must be at a Non-T&E or Lodging merchant

c. Airline, Auto Rental, Passenger Railway or Restaurant transactions *do not qualify*

d. Transaction must have the following additional addendum data:

Attachment: Master Agreement Additional Provisions (RES-2022-433 : State Travel Program Agreement)

All except Lodging	Lodging
Card Acceptor Tax ID	Card Acceptor Tax ID
Customer Code	Customer Service Toll Free (800) Number
Total Tax Amount	Property Phone Number
Card Acceptor Type	Arrival Date
Product Code	Departure Date
Item Description	Folio Number
Item Quantity	
Item Unit of Measure	
Extended Item Amount	
Debit or Credit Indicator	

(c) The following will be deducted by the Bank from any rebates before payment: (i) any outstanding balances that are 180 days past its Payment Due Date, with associated fees; and (ii) Upon a Termination Event or termination of this agreement (whichever is earlier), all monies due from the Company to the Bank under this Agreement and/or under any other card program between the Bank and Company or any of Company's Affiliates.

(d) Early Payment Incentive: The Bank will add **0.5** basis point based on the schedule listed in Attachment 7: Cost Prompt Payment Incentive.

(i) For centrally billed programs, payment timeliness is calculated for each cycle by measuring the number of days in between the statement cycle date and the payment posting date.

(ii) Threshold: Citibank is responsible to issue an Early Payment Incentive to the State if the total calculated amount of the participating entity's combined direct bill accounts (CTA, MTG, VCN) is under $25.00. Any participating entity that does not earn a minimum of $25.00 annually for Early Pay Incentive will forfeit its incentive share for that contract year and the monies will be issued to the State.

a. In the event a participating entity's agreement is terminated prior to the completion of the contract year, payment for Early Pay Incentive shall be made to the participating entity within 90 days following the last day of the year in which the termination occurred for any incentive share earned prior to the termination date.

(iii) Opting Out of Early Payment Incentive: Participating entities have a full Opt Out provision through submittal of a completed Payment Instructions document to the State and/or Citibank.

a. If an Early Payment Incentive is earned by a department that selects the "Opt Out" provision or that does not provide banking instructions, as required to receive payment, Citibank will process the monies for issuance and pay to the State included with the annual Total Spend Volume incentive or supplemental payment.

b. Citibank will provide a full itemized reporting of all the monies incorporated in the Total Spend Volume incentive payment(s).

6. PROGRAM ADMINISTRATOR

(a) The State shall designate one or more individuals (individually and collectively, the "**Program Administrator**"), to administer the Program on behalf of the State and Participating Entities, including, without limitation, cooperating with the Contractor with respect to the Program. The Program Administrator shall undertake the following duties on behalf of the State, as well as any other reasonable duties requested by the Contractor and agreed to by the State:

(i) the Program Administrator shall be familiar with all aspects of the Program, including but not limited to, billing procedures, number and status of Accounts, status of Cardholders, notice requirements, and status of late payment charges;

(ii) the Program Administrator shall on behalf of the State administer, monitor and be responsible for entitlement and usage of the Contractor's electronic communication and reporting systems by himself/herself and any delegates in accordance with the Program including, but not limited to, users' ability, if any, to (A) request Accounts and modify Account information or usage parameters, (B) establish and modify Account authorization controls, and (C) access Account and transaction data for reporting and monitoring purposes; and,

(iii) if requested, the Program Administrator shall advise the Contractor of a Cardholder's contact information and, with respect to Accounts for which the Cardholder makes payments, whether a Cardholder has been reimbursed by the State or a Participating Entity for spend on such Accounts.

(b) The State must inform the Contractor promptly of any change (including termination) of the Program Administrator or delegates who have been granted access to the Contractor's electronic and reporting systems by the Program Administrator. The State shall comply with any security procedures designed to verify the origination of communications from the State, the Program Administrator and his or her delegates as the Contractor may implement from time to time. The Contractor is not responsible for errors or omissions made by the State, the Program Administrator or his or her delegates in such communications, and may act in reliance on such communications; provided that the Contractor reserves the right to not act on any such communication where it reasonably doubts its authenticity or appropriateness.

Attachment: Master Agreement Additional Provisions (RES-2022-433 : State Travel Program Agreement)

7. SPENDING LIMIT

The initial aggregate spending limit for the United States under this Contract is set by the Contractor. With respect to any sub-limits applicable to individual Accounts, the State may advise the Contractor of the State's desired sub-limit allocation for such Accounts. The Contractor may lower or raise the aggregate spending limit for the Program and any Account sub-limit in the Contractor's sole discretion; provided that, in the event of a decrease in the aggregate spending limit for the Program, the Contractor will inform the State as soon as reasonably practicable of such decrease.

8. DESCRIPTION OF SPECIAL USE ACCOUNTS

The State and/or a Participating Entity, through the Program Administrator, may request that one or more Special Use Accounts be established in connection with the Program by providing a written request to the Contractor's State account or sales manager. If any such requested Special Use Account is offered by the Contractor in connection with the type of Program provided for the State under this Contract, then, in addition to the other terms and conditions set forth in this Contract (including if applicable any fee provisions set forth in the Cost Proposal), the provisions in this Section (including any specific provisions relating to such Special Use Account set forth below) shall apply to such Special Use Account. The Program Administrator shall complete the applicable documentation (if any) required to establish such Special Use Account. With respect to each such Special Use Account, the State or its designee shall be responsible for controlling access to, and usage of, each such Special Use Account by employees, partners, officers, contractors, agents and subcontractors of the State or any Participating Entity, and any third parties that have access to such Account, such as Travel Management Companies (as defined below) and merchant vendors. The State and/or a Participating Entity may only cancel a Special Use Account through the Program Administrator, the Program Administrator's designee, or the person whose name is listed on the Account, which person may cancel such Special Use Account by notifying the Contractor either by telephone or in writing.

(a) Central Travel Account ("CTA")

(i) A CTA is an Account that the State and/or a Participating Entity may provide to its Travel Management Company in order to charge the travel expenses of individuals who contact such Travel Management Company for such purpose. "**Travel Management Company**" means an entity that has been appointed by the Card Association to accept T&E Cards and/or a CTA number and which the State (for itself or on behalf of a Participating Entity) has authorized to communicate with and supply data to the Contractor. The State and/or a Participating Entity acknowledges that any descriptions of charges on CTA Account statements are provided to the Contractor by Travel Management Companies and a failure by a Travel Management Company to provide the Contractor with full details of a charge shall not constitute a basis for the State and/or a Participating Entity to delay or withhold payment of such charge. If the State and/or a Participating Entity wish to cancel any charges on the CTA, the State and/or a Participating Entity must contact the Travel Management Company directly to obtain credit against the original charge. The Contractor will only credit the CTA with a refund if it receives written instructions from the Travel Management Company to do so.

(ii) The Contractor is not responsible for: (A) any decision by a Travel Management Company to accept or reject use of the CTA or CTA number; (B) charges incurred by users of the CTA who do not in fact have sufficient authorization from the State and/or a Participating Entity; or (C) (as between the Contractor and the State and/or a Participating Entity), the failure by the Travel Management Company to obtain authorization of a user to incur a charge, which failure shall not relieve the State and/or a Participating Entity of its liability to pay for such charge.

(b) Virtual Card Accounts

(i) The Contractor shall establish Virtual Card Accounts, which are Accounts that allow an Authorized Account User to request the issuance of unique Transaction Account Numbers associated with each such Virtual Card Accounts to settle transactions with merchants ("**Virtual Card Accounts**" or "**VCAs**"). Once Virtual Card Accounts are established, Transaction Account Numbers associated with such Virtual Card Accounts will be issued by the Contractor. "**Transaction Account Number**" means a unique number associated with a Virtual Card Account that is issued upon the request of an Authorized Account User and provided to a merchant (in lieu of an Account number) for the purpose of completing one or more transactions. "**Authorized Account User**" means each eligible employee, partner, officer, contractor, agent or subcontractor of the State or a Participating Entity expressly designated by the Program Administrator to request the issuance of a Transaction Account Number.

(ii) All charges and fees associated with a Transaction Account Number will post to the Virtual Card Account under which the Transaction Account Number was generated and are required to be paid by the State in accordance with the terms of this Contract. Each Transaction Account Number is issued for the purpose of permitting Authorized Account Users to charge to the subject Virtual Card Account purchases of goods and services which are for the business of the State or a Participating Entity from merchants that accept such Transaction Account Numbers. The State shall use commercially reasonable efforts to ensure that each Transaction Account Number is used only for such purpose. Purchases under the VCA may only be charged to Virtual Card Accounts through the use of Transaction Account Numbers. Each Transaction Account Number issued by the Contractor is subject to the same terms and conditions governing use of the associated Virtual Card Account.

(iii) Authorized Account Users may request Transaction Account Numbers in accordance with the Contractor's applicable procedures. The Contractor may rely on the authority of each Authorized Account User to request

Attachment: Master Agreement Additional Provisions (RES-2022-433 : State Travel Program Agreement)

Transaction Account Numbers until the Contractor has received written notice or other notice acceptable to it from the Program Administrator terminating such authority. The Program Administrator shall monitor and control Authorized Account Users' ability to (A) request Transaction Account Numbers and modify Transaction Account Number usage parameters, (B) establish and modify Virtual Card Account authorization controls, and (C) access Virtual Card Account and transaction data for reporting and monitoring purposes.

(iv) Each Transaction Account Number will be valid for the term indicated by the Contractor unless earlier canceled or suspended by the Contractor at the request of the State and/or a Participating Entity or as otherwise permitted under this Contract. Each Transaction Account Number may be used for one or more purchases, as determined by the Contractor or otherwise agreed between the Contractor and the State.

(v) The State shall supervise the use of Transaction Account Numbers. The State shall establish and maintain compliance with procedures designed to ensure the security of the Virtual Card Accounts, Transaction Account Number requests and generated Transaction Account Numbers. The Contractor reserves the right to cancel or suspend any Transaction Account Number at any time for any reason, without notice unless required by applicable law or regulation.

9. LIABILITY FOR USE OF ACCOUNT

(a) Except for Accounts for which Cardholders are solely liable under this Contract, each Participating Entity shall be liable for and shall pay all amounts charged to its Account(s) plus any applicable charges and fees, including costs, fees and charges incurred as a result of or in connection with (i) the legitimate authorized use of an Account, (ii) the loss, or theft of any Account information, or (iii) the unauthorized use of an Account, or Account information, in each case of clauses (i)- (iii), by the State, any State Agency, any of the State's or a State Agency's personnel, any Cardholder or any third party. Any Optional User shall be liable for and shall pay all amounts charged to the Account(s) plus any applicable charges and fees, including costs, fees and charges incurred as a result of or in connection with (i) the legitimate authorized use of an Account, (ii) the loss, or theft of any Account information, or (iii) the unauthorized use of an Account, or Account information, in each case of clauses (i)-(iii), by the Optional User, any Optional User's, any Cardholder or any third party.

(b) If a Cardholder, Program Administrator or any employee of the State or a Participating Entity has any reason to believe that a Card or Account information is lost or stolen, or that any fraud or unauthorized use of an Account has occurred or is likely to or will occur, the State must notify the Contractor promptly. Notification can be made to the Contractor at any time – 24 hours a day, 7 days a week – and shall be made via the telephone number listed in the Account materials. The State shall (and shall ensure its Participating Entities) cooperate with the Contractor in its efforts to investigate fraudulent activity. No later than sixty (60) days from the date of an Account statement, the State and/or a Participating Entity shall notify the Contractor in writing of any charges on the Account statement that occurred as a result of loss, theft, fraud or unauthorized use. If the Contractor detects unusual or suspicious activity on an Account, it may temporarily suspend credit privileges until it can verify the activity.

(c) If the State and/or a Participating Entity or a Cardholder believes that an amount charged to an Account is the result of fraud or unauthorized use by a third party, the Contractor offers a dispute process subject to the Card Association rules and procedures. To dispute a charge, the Cardholder or the State and/or a Participating Entity must complete and submit all required forms and documentation, as and when requested by the Contractor (a "**Disputed Charge**"). Disputed Charges shall not be due and payable until completion of the dispute process. If upon conclusion of the dispute process the State and/or a Participating Entity or the Cardholder is found to be

(i) not liable for a Disputed Charge, then such Disputed Charge shall be removed from the applicable Account, or (ii) liable for a Disputed Charge, then such Disputed Charge shall be then due and payable.

(d) In addition to the dispute process mechanism set forth in Section 8(c) above, the parties acknowledge that the corporate liability waiver program may offer partial or full waiver for certain State and/or Participating Entity liabilities described in Section 8(a), subject to the terms and conditions of such program. Reference to such waiver program (and a summary of the relevant terms) is included in the Contract where applicable.

10. SUBCONTRACTORS

The State acknowledges that the Contractor may, from time to time, subcontract for the performance of any of its obligations under this Contract, provided that the use of subcontractors by the Contractor shall not relieve the Contractor of any obligation, duty or liability under this Contract.

11. TERMINATION

Contractor may terminate, withdraw or suspend a Participating Agreement, effective immediately, upon notice in writing if any of the following occurs:

(a) Subject to applicable laws and any and all bankruptcy court rules and orders, the participating State Agency files bankruptcy;

(b) The participating Optional User breaches any of the material terms and conditions in this Agreement, and fails to remedy such breach within 60 days after being notified in writing;

(c) The participating Optional User fails to meet any of its other obligations in this Agreement and does not remedy such failure within 60 days after being notified in writing;

(d) The participating Optional User enters into liquidation, insolvency, bankruptcy or files, has filed against it, applies for or otherwise becomes subject to bankruptcy proceedings, a moratorium, administration, liquidation (including provisional liquidation) or similar proceeding;

(e) The participating Optional User experiences any significant deterioration of its creditworthiness as determined by the Contractor based on the Contractor's risk policies and procedures.

Attachment: Master Agreement Additional Provisions (RES-2022-433 : State Travel Program Agreement)

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide Participating Entity Travel Payment System services as described in the MSA 5159906.

2. **Program Type**: (Check Card or Account type selected)

- ☐ Individual Liability Cards
- ☑ Direct Bill Accounts
- ☑ Virtual Card Number Accounts

3. The Contractor's Contract Administrator will be:

Contractor's Contract Administrator

Contact's Name:	Erin Means-Reynoso
Address:	710 Riverpoint Court West Sacramento, CA 95605
Phone Number:	Office: 916-341-2355; Cell: 347-510-7610
Email Address:	erin.meansreynoso@citi.com

4. The Participating Entity's Contract Administrator:

Agency's Contract Administrator

Contact's Name:	Luis Mercado
Address:	4982 10th Street / P.O. Box 729, Mariposa, CA 95338
Phone Number:	(209) 966-7606
Email Address:	lmercado@mariposacounty.org

Attachment: Amendment Scope of Work (RES-2022-433 : State Travel Program Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. Contractor shall bill Participating Entity and Participating Entity agrees to pay Contractor for charges incurred in accordance with the California Prompt Payment Act, as specified in the MSA.

B. Invoices shall be submitted on a monthly basis in arrears to the address and contact listed for the billing account during the implementation and as maintained by an authorized user.

C. Prompt Payment Incentives shall be calculated and paid annually to Participating Entity as specified in the MSA and Citi Payment Instruction for Rebates form.

D. Total Spend Incentives shall be paid directly to the Department of General Services, as specified in the MSA.

Attachment: Amendment Scope of Work (RES-2022-433 : State Travel Program Agreement)

State of California
Department of General Services
Statewide Travel Program

Travel Management Services



Discounted Travel Contracts!

The **Statewide Travel Program (STP)** offers:

- travel management that provides consistency, accountability, and transparency;
- efficient and cost-effective travel services to government entities;
- access to the State of California contracted rates and fares; and
- immediate access to all traveler itineraries during emergencies or disasters

Travel Agency and Online Booking Tool



The STP designated one authorized travel agency for the State of California, **CALTravelStore,** to establish a method to effectively reduce travel costs. CALTravelStore provides **Concur Travel**, a one-stop, self-serve website that enables travelers to easily search and reserve airline, rental car, hotel, rail, and parking reservations for business travel with booking fees as low as $7 per transaction.

For more information, visit www.caltravelstore.com.

Discounted Airfares



You can immediately benefit from the newly negotiated **Southwest Airlines and United Airlines** airfare discounts up to 5% on all refundable and non-refundable flights into or out of California through the STP.

The fares include in-state, out-of- state and international flights with last seat availability, fully refundable, and no change penalties.

Car Rental Contract



You can obtain state-contracted car rental rates with **Enterprise Holdings, Inc.** for short term (up to 30 days) and long term (more than 30 days). The contract provides base rates as low as $37.75 a day.

The car rental contract automatically includes $300,000 third party liability insurance coverage, market rate fuel, free one-way rentals, counter bypass service, and the car rental age limit lowered to 21.

Citibank & the CTA – Corporate Travel Account

The **Citibank** Corporate Travel Account (CTA) MasterCard is the required form of payment for the STP.

- The CTA consolidates airline, car rental, and travel agency charges onto one centrally-billed “cardless” account.
- MasterCard Product with unprecedented global acceptance.
- Your organization is recognized as a State of California government entity with access to contracted, discounted rates and fares.
- Annual Prompt Payment Incentive available for participating entities.
- $350,000 door-to-door Business Travel Accident Insurance coverage.

How to Begin



For more information, visit our website at www.dgs.ca.gov/travel or contact:
Alissa Navarro, Travel Program Specialist
alissa.navarro@dgs.ca.gov

Attachment: Overview of STP Services (RES-2022-433 : State Travel Program Agreement)

Statewide Travel Program

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Goal

To assist government employees with their travel needs by obtaining the most economical rates available through the use of contracted travel-related services for airfare, car rentals, travel agency, and travel payment system.

Program Provisions

- Helps agencies meet their "Duty of Care" responsibilities by providing the means to locate travelers within minutes in case of emergencies. This information allows the state to respond during natural disasters, civil unrest and medical emergencies when notification, relocation or evacuation may be required.
- Consolidates all state travel volume for benchmark reporting, transparency, efficiency, and to leverage the travel industry for reduced rates and fares for government travelers.
- Provides agencies with necessary travel oversight tools such as an optional electronic pre-trip approval processes so funds cannot be expended without manager approval. This approval can be done via the Concur online booking tool. Such tools help to ensure program visibility of travel spend from booking to billing.
- Saves accounting staff time by providing detailed cost center and billing information through the iBank reporting system which facilitates Citibank account reconciliation. iBank also provides customized reports to fit individual agencies' business needs.
- Enables government travelers to obtain the most cost-effective travel services through a real time, user friendly booking tool that is customizable to meet specific policies and preferences of individual agencies.

Benefits

- One-stop travel shop through CalTravelStore, the state's authorized travel agency, or Concur, the online booking tool
- Access to contracted airfares and significant negotiated discounts on 2 airline partners
- Access to contracted car rental rates with Enterprise Holdings, Inc.
- Centrally bill travel expenses to the Citibank Travel Payment System
- Centralized travel management and travel policy enforcement and support
- Management of unused airline tickets
- Dedicated Statewide Travel Program contact/liaison
- Cost savings through negotiated rates, fares and lodging discounts
- Real-time management tools for reporting and data consolidation
- Training and education workshops
- Insurance coverage provided by contracted vendors

NOW AVAILABLE

- ✓ VCN (Virtual Card Numbers) for hotel room and tax: Innovative, automated, one-time use payment mechanism for hotel reservations; eliminates the manual credit card authorization form process
- ✓ Managed Lodging Program: Exclusive, negotiated contracts with hotel chains

Attachment: Benefits Statewide Travel Program (RES-2022-433 : State Travel Program Agreement)

Statewide Travel Program

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Travel Management Service Fees

Service/Description	Online Transaction Fee	Agent Assisted Transaction Fee
Air/Rail/Car/Hotel* Reservation	**$ 7**	**$ 12**
Hotel and/or Car Only Reservation	**~~$ 5~~****	**$ 12**
Virtual Payment for Air, Car or Hotel Reservations	**~~$ 5~~****	**~~$ 5~~****
After Hours (Per Call) Business Hours: 8 am – 5 pm	**N/A**	**$ 16**

*Flat fee for booking any combination of domestic or international air, rail, car, and hotel.
**$5 Transaction Fees are paid by DGS on behalf of the participating entity (based on program compliance)

Note: For any online transactions that require agent intervention for post-ticketing/invoicing changes, your entity will be charged the difference from the online to agent assisted fee. As a reminder, there are no additional service fees for changes made online.

Set-Up Process

- Complete the Citibank Central Travel Account (CTA) Application Package
- Complete the Department Fact Sheet (DFS)
- Contact the DGS Statewide Travel Program to begin:
  - Customizing your Concur site
  - Establishing your Southwest account to access the negotiated discount
  - Scheduling training for your travelers and/or travel arrangers

Contact Information

Alissa Navarro, Travel Program Specialist
Phone: (916) 376-1013
Email: alissa.navarro@dgs.ca.gov

DGS Statewide Travel Program

Phone: 916-376-3974
Email: statewidetravelprogram@dgs.ca.gov
Website: www.dgs.ca.gov/ofam/travel

Attachment: Benefits Statewide Travel Program (RES-2022-433 : State Travel Program Agreement)

Traveling is Now Easier and More Secure!



Virtual Card Numbers—the New Standard in Hotel Payments

- **Direct billing** of hotel room, tax and fees
- **Relieves travelers** from paying out-of-pocket for travel
- **Solves** challenges for those without credit cards
- **Reduces** travel advances and travel expense claims
- **Decreases** payment fraud
- **Increases efficiency** through automated reconciliation
- **Captures** spend data

More Control

Virtual Card Numbers (VCNs) are unique 16-digit card numbers used to pay for hotel room, tax, and resort fees and are issued under the terms of our Travel Payment System contract. This "alias" number is indistinguishable from an ordinary credit card number and the department's actual credit card number is never revealed to the merchant.

Reduced Fraud

VCNs are authorized for a specific transaction amount, a specific merchant, and a set time period. The unique number is generated digitally during the reservation process and transmitted to the hotel through a virtual process by issuing a credit card authorization form via secured fax or email to the hotel. Once the transaction is complete, the VCN is inactive/disabled.

How it works:



Book

Book your hotel through Concur/ CalTravelStore and pay using the virtual card payment option

Send

Virtual card is sent to the hotel at the time of reservation

Check In

Check in to your hotel with room/tax already authorized and virtually paid

Upload

Upload photo of hotel folio to accounting staff using the mobile app

Statewide Travel Program
STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Statewide Travel Program
707 3rd Street, 6th Floor
West Sacramento, CA 95605

www.dgs.ca.gov/OFAM/travel
statewidetravelprogram@dgs.ca.gov | EMAIL
(916) 376-3974 | OFFICE

Attachment: Virtual Card Numbers Information (RES-2022-433 : State Travel Program Agreement)

Statewide Travel Program

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

What is a Virtual Card Number (VCN) Account?

VCN's are a 16-digit card number issued under the terms of our contract with Citibank that will be used to pay for hotel room and tax charges. Just like a traditional credit card number, but without the physical card, VCN's are transaction specific. Each VCN comes with predefined usage parameters set by the individual agency. VCN's are authorized for a specified transaction amount (typically room and tax), a specific merchant, and a precise time frame. The unique number is generated digitally during the reservation process and passed to the hotel through a virtual process, issuing a credit card authorization form via fax or email to the hotel. This "alias" number is indistinguishable from an ordinary credit card number and once the transaction is complete, the VCN account is inactive for new charges.

Benefits of Virtual Cards

- Eliminates the need for corporate or individual travel cards issued directly to the employee/traveler.
- Relieves travelers from "floating" the cost of business-related travel on their personal credit cards and waiting for reimbursement.
- Solves a payment challenge for those without credit cards, as well as a solution for infrequent travelers.
- Reduces the need for, and the amount of, travel advances, travel expense claims and the recoupment process.
- Mitigates exposure to payment fraud – VCN's are only good for a limited time, at a specific hotel, for a specific traveler, and tied to a check-in and check-out date, as well as other specific criteria.
- Increases efficiency through automatic reconciliation of the central billed travel account and customized reporting.
- Enhanced spend data appended to every transaction, including traveler name and optional accounting/billing codes at the time of deployment.
- Ease of use for travelers – the virtual payment is seamlessly integrated in the online booking tool and automatically sent over during the reservation process.

Helpful Hints

- Establish proper authorization rules and update your internal travel policies related to VCN.
- Hotels will still collect a form of payment for incidental charges directly from the traveler, if applicable.
- Travelers can utilize a mobile application, ConfermaPay, to manage their virtual card trip details.
- SNAP is a VCN reporting and reconciliation tool administered by Accounting Offices.