

- Please identify the current fees associated with the administration of the OPA's three Transit Benefit Programs along with the incumbent vendors?

**See attached information about current contracts and pricing.**

- Will all enrollments in each plan be collected via online or manually by the City of New York? Will they need any assistance by the vendor to collect enrollment? If not will all enrollments are included on the file mentioned in Section III part D under Enrollment Data?

**Our goal is to use online technology as much as possible; however, we may need to accommodate certain manual processes.**

- The Enrollment Data File that the OPA will be sending over to the chosen vendor, one of the fields mentioned in the file would be 'Transit Benefit Program(s) in which the employee is enrolled, as updated.' Could you please clarify what type of data will be contained in that field? Will it be a ticket type i.e. LIRR pass, Metro Card or will it be a dollar amount or just the option of whether or not the employee is participating in the transit benefit and/or parking program without any information on deduction amounts or pass type?

**The information in that field will be limited to the types of programs we currently administer, the annual premium Metrocard, the TSA Debit card or the Access-a-Ride program.**

- We need more clarification around what is being asked in Section III part D page 12 at the bottom of the page where it states:

- OPA may provide the selected vendor(s) with a file containing information about participants in one or more of the existing transit benefit programs listed in Section III C as part of a transition process to new programs under contracts negotiated after the RFP process.

**Our goal is to provide a seamless transition for our employees, where possible.**

- Would the City of New York have an active enrollment if you choose a new vendor?

**An active enrollment is possible as part of a transition.**

- Section III part D page 5-It states

- 'The City intends to send ACH transactions on a daily basis to the vendor(s) to transfer deduction amounts into participant Transit Benefit accounts. Funds for transit benefit accounts must be available on the pay date.'

Is the City looking to set up funding account for each participant in the plan? Or would a common funding account for the City of New York's participants be acceptable where the vendor makes deduction amounts available to the participants on their pay date and debits the common account as the participant uses their funds?

**We are open to any suggestions provided this is accomplished by ACH.**

- Is the City of New York considering a vendor that can handle "Smart Card technology" as one of the options? Based on the MTA's future vision this is something that they may be considering for subways and buses.

**Yes.**

- What is your open records policy regarding the current price? Under the freedom of information act, we request that the current pricing information be formally released.

**See attached information about current contracts and pricing.**

- Please expand on the geographic parking limitations the City wants to impose.  
**If there are any restrictions on parking, that would have to be included as part of the process of administering the Transit Benefit Program. At this point, we are waiting for confirmation of any restrictions that would be required by the City for the parking benefit. As indicated in the RFP, we anticipate that those restrictions would be related to geographic location (e.g. parking permitted outside Manhattan or the City limits) and a connection to mass transportation facilities (e.g. parking permitted in a lot adjacent to a regional railroad station, bus station, etc.) Limitations will be designed to encourage the use of mass transit. We are open to proposers' suggestions on how to handle these issues.**
- Is the City open to allowing the vendor to handle enrollments or will ESS continue to handle the enrollment process? This assumes the City is able to send the entire eligible population to the vendor.  
**We don't foresee sending the records for the entire eligible population to the City.**
- Who are the current providers for the debit card and Access-A-Ride coupons?  
**JPMC and TransitCenter**
- Is it correct to assume that the employee must have the proper deduction before the transit benefit is delivered?  
**The vendor is to have received monies from the City before the employee can use the benefit. The employee may receive a benefit instrument prior to use.**
- Can you provide us with a copy of your legal contract for our review?  
**Terms and Conditions in substantially the form that will be required by the City have been provided with the RFP. The ultimate contract will need to be negotiated between the City and the successful proposer(s).**
- By month, what is your current call volume?  
**900+ Calls Monthly**
- Is there a common theme to reasons for the majority of calls on the premium Metrocard?  
**Yes, the calls are mainly about lost/stolen/damaged cards.**
- What is the number of participants and the average handle time?  
**There are 55,965 employees enrolled in the TransitChek program and 4,083 enrolled in the TSA program. Average handle time via phone calls is approximately five minutes. Average handle time at our replacement window is less than five minutes.**
- Can we see call volume by day and by half hour for a couple of months?  
**We don't capture that information currently. Current work volume precludes us from actual count.**
- Can we see the call center statistics from your current vendor?  
**No, we cannot provide those statistics.**
- In regards to Attachment G - Supply and Service Employer Report, is the form you want filled out available? I pulled one that I think addresses the issue from the NYC.gov web site:  
[http://home2.nyc.gov/html/hhc/downloads/pdf/supserv\\_report.pdf](http://home2.nyc.gov/html/hhc/downloads/pdf/supserv_report.pdf)  
 <[http://home2.nyc.gov/html/hhc/downloads/pdf/supserv\\_report.pdf](http://home2.nyc.gov/html/hhc/downloads/pdf/supserv_report.pdf)>. However, I am not sure if this is the most up to date/applicable form. Clarification would be great.  
**As mentioned in the RFP, the Supply and Service Employer Report is not required with the submission. However, the Supply and Service forms can be accessed using the link below:**  
<http://www.nyc.gov/html/sbs/html/procurement/dls.shtml>

- The RFP states that the four supplementary pieces (the tax affirmation form, the Vendex memorandum, the doing business form and the supply and service report) fall under the category of "Only to be provided upon contract award." (See section 4, page 24.) Are these forms required at this stage?

**No, they are only to be provided if a proposer is awarded a contract.**

- Can you confirm that the TSA card is ONLY used to purchase MetroCards for use on New York City Transit subways, local buses and express buses? If so, how do the employees living in NJ take advantage of the program?

**Yes, we can confirm that the TSA card can only be used to purchase Metrocards for use on New York City Transit subways, local buses and express buses and nothing else. We can confirm that the TSA card cannot be used to purchase any commuter tickets for NJ riders or used at NJ Transit vending machines. They can be used however to purchase a Metrocard that can be used on the PATH subway line.**

- As per our conversation last week, are you able to provide the existing program contracts as well as original proposals (winning and losing)?

**See attached information regarding current and prior contracts.**

- Based on the payroll deduction schedules, is it possible to put in place a requirement that the Transit Benefit Account will be funded from the first two pay periods per month? Would this put an undue hardship on the employees who have a weekly payroll with 52 pay dates per year?

**We foresee issues for those who are paid the first and third pay dates in a month. Vendors would need to explain what they would propose for the weekly paid employees who are paid 4-5 times a month and what will occur when, similar to 12/2008, the Q pay cycle has 3 pay dates in December and one in November.**

- Please describe the exact criteria and limitations put into place for the parking benefit. For example, will employees who drive to work be eligible for a parking benefit or is it only in conjunction with the use of transit? The RFP mentions certain restrictions.

**There are two overriding concerns that we have with the program that we put in place. One is that it be administered so that we maintain the pre tax status (eligibility status) of participants as directed or specified by the Internal Revenue Code. Second is the efficiency of the program we put in place.**

**That said, there are a number of different kinds of benefit programs which we have included in this RFP and we look forward to reading your vendor proposals explaining how you would propose to administer those programs, including the provision of a parking benefit.**

**One example that was mentioned in the RFP was a reimbursement model, where an employee would spend their own money for the services and then request reimbursement out of an account which is being funded from the pre-tax payroll deductions. That model would then allow for an administrative review of submitted expenses to ensure they were allowable parking expenditures.**

**If there are any restrictions on parking, that would have to be included as part of the process of administering the Transit Benefit Program. At this point we are waiting for confirmation of any restrictions that would be required by the City for the parking benefit. As indicated in the RFP, we anticipate that those restrictions would be related to geographic location (e.g. parking permitted outside Manhattan or the City limits) and a connection to mass transportation facilities (e.g. parking permitted in a lot adjacent to a regional railroad station, bus station, etc.) Limitations will be designed to encourage the use of mass transit. We are open to proposers' suggestions on how to handle these issues.**

- Please describe the enrollment process that a City employee goes through currently and what the proposed process will be. Is it the intent of the City to develop a new enrollment process for City employees based on the recommendations from the chosen vendor? We assume from the RFP that the City will develop the enrollment process based on recommendations of the provider and that the City will build the system at its own expense. Is this assumption correct?

**The employee is enrolled in the TransitBenefit process via their agency coordinator and the information is entered into the PMS System. The coordinators must adhere to the schedule provided to them by OPA. Subsequently, OPA then sends the employee TransitBenefit enrollment information to the vendor once each month. The file will contain City, BOE and NYCHA enrollment information. Newly participating employees whose deduction parameters are entered into PMS prior to the transmission of enrollment data to the vendor will receive their Metrocards via US mail at their designated mailing addresses in time for use on the first day of the second month following the transmission.**

- Will you include the Bicycle Benefit approved for January, 2009 and now part of 132 (f) as part of Transit Benefit Services for your employees? Should the vendor include this benefit in their recommendations? (must be an employer-paid subsidy of \$20 per month).

**A bicycle benefit is not currently included as part of this RFP.**

- When an employee's participation in the benefit program is ended and funds are left in the employee's benefit account, do you require that the funds are returned to the City?

**Yes.**

- Does it matter whether the funds are pretax or post-tax as to whom or whether the funds are returned?

**All funds are to be returned to the city.**

- Has the city's legal counsel given an opinion on the interpretation of cash reimbursement for these types of benefits? Specifically, the 1 percent rule referring to cash reimbursement, offered as a transit benefit in areas with passes and vouchers readily available?

**If relevant and part of a proposal for this RFP, proposers should address their own interpretation and effect of Internal Revenue Service regulations in this area. The City's legal counsel will review the issue and its relevance based on proposals received.**

Employee Accounts - Banking Services Contract  
Between JPMorgan Chase Bank, N. A.  
And  
The City of New York Office of Payroll Administration

AGREEMENT, made this 20<sup>th</sup> day of October 2006 by and between JPMorgan Chase Bank, National Association ("Contractor", "JPMorgan Chase", or "Bank"), a national banking association organized under the laws of the United States, with an office located at 1 Chase Manhattan Plaza, New York, New York 10081, and the City of New York ("City"), acting by and through the Office of Payroll Administration ("OPA"), located in the Municipal Building at One Centre Street, Room 200N, New York, New York, 10007.

WHEREAS, the City requires certain account services that will enable employees or others designated by the City to access funds deposited by the City ("Account Services" or "Services");

WHEREAS, JPMorgan Chase provides several Account Services that enable individuals, whom its customers authorize, to access funds deposited by those customers at JPMorgan Chase by using a card that contains a magnetic stripe ("Chase E-funds Card");

WHEREAS, the City requested banks to propose providing such Account Services and JPMorgan Chase submitted a proposal to provide such services; and

WHEREAS, after evaluating proposals received as a result of such request, the City determined that its best interest is served by accepting the proposal of JPMorgan Chase.

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

#### ARTICLE 1: AGREEMENT

The Agreement ("Agreement" or "Contract") shall mean this document, including:

- a. Appendix A: General Provisions
- b. Appendix B: Chase E-Funds TSA Service
- c. Appendix C: Chase E-Funds Service Price List
- d. Appendix D: Promotional Materials

#### ARTICLE 2: EMPLOYEE ACCOUNTS

The City from time to time may authorize the Bank to maintain certain employee or employee-related Accounts wherein the City may deposit funds and whereby employees or others designated by the City can withdraw such funds in conjunction with their participation in programs that may be offered to them by the City.

2006-002809

a. City Representatives

The City ensures that a security administrator ("Security Administrator") is designated at all times for the duration of this Agreement. The City's Security Administrator provides names of, and other information regarding, each manager, financial representative, and others, that the City authorizes to act on the City's behalf in connection with the Services ("User"). The Bank and the City together will insure that such information is current and accurate. Such Security Administrator, Users and others named (collectively, "City Representatives") shall perform the roles and tasks ascribed to them by the City. The City represents to JPMorgan Chase that the City Representatives are authorized to perform those roles and tasks and that those City Representatives who provide information to, and receive information from, JPMorgan Chase in connection with the Services are authorized to provide such information to, and receive such information from, JPMorgan Chase in connection with the Services (including, but not limited to, information regarding: (i) funds deposited or to be deposited at JPMorgan Chase and (ii) employees of the City and others authorized by the City, to whom the City will issue a Chase E-funds Card). JPMorgan Chase may rely on and act on any and all information and instructions it receives from any of the City Representatives or that appear to come from any of the City Representatives (including, but not limited to, information and instructions it receives by United States mail, telefacsimile, computer or other electronic transmission (whether over the Internet or some other network)). JPMorgan Chase may continue to rely on and act on any and all information and instructions it receives from any of the City Representatives unless and until the City notifies JPMorgan Chase otherwise.

b. The Master Accounts

JPMorgan Chase will maintain one or more accounts (as directed by the City) at JPMorgan Chase entitled "The City of New York, as Agent, Chase E-funds Account" (hereinafter a "City Account").

c. Transmission of Data and Opening New Subaccounts

The City shall send to JPMorgan Chase the name, social security number or designated activation code (such as employee ID number, date of birth or mother's maiden name), mailing address and telephone number of each person to whom the City plans to issue a Chase E-funds Card ("Proposed Cardholder") and any other information regarding such Proposed Cardholder as the City and JPMorgan Chase agree is necessary to perform the services. The City shall do so by using the Chase E-funds Web site on the Internet ("Web Site"), the URL of which JPMorgan Chase has advised, or will advise, the City, or by using such other means (and format) as the City and JPMorgan Chase may agree upon. As promptly as practicable, JPMorgan Chase will establish a notational sub-account ("Subaccount") within the City Account for such Proposed Cardholder. Once a Subaccount has been opened, JPMorgan will commence billing the City for that Subaccount effective with the next full billing cycle (for example, if a Subaccount is opened on - November 15, then the City will be billed for that Subaccount in the January billing cycle, which will be generated by JPMorgan Chase on or about January 1<sup>st</sup>, based on the number of Cardholders with active Cards on December 1<sup>st</sup>).

d. Issuing and Distributing the Chase E-funds Cards

The term "Chase E-funds Card" includes, but is not limited to, Chase E-funds Cards that JPMorgan Chase refers to as "temporary", "pre-issued" or "permanent". JPMorgan shall distribute to the City "temporary" or "pre-issued" Chase E-funds Cards for each Proposed Cardholder regarding whom the City provides to JPMorgan Chase the information described in subsection c. of this Article. The City shall then issue such cards to such individuals. The City hereby authorizes and directs JPMorgan Chase to distribute "permanent" Chase E-funds Cards directly to such individuals on the City's behalf. Each individual to whom the City issues a Chase E-funds Card, directly or indirectly, shall be referred to in this Agreement as a Cardholder.

e. Funding the City Account

The City shall fund the City Account by sending funds through the Automated Clearing House ("ACH"). In addition, the City may fund the City Account by using such other accounts at JPMorgan Chase or methods (including, but not limited to, by using the Web Site) as the City and JPMorgan Chase agree upon.

Each date on which the City intends to make funds available to Cardholders shall be referred to in this Agreement as a Settlement Date ("Settlement Date"). In no event, however, may a Settlement Date be a date that is not a Business Day. A Business Day is a day on which JPMorgan Chase's offices in New York, New York are open for the transaction of substantially all banking business. By no later than 12:00 noon on the Business Day that immediately precedes a Settlement Date, the City shall fund the relevant City Accounts in an amount equal to the aggregate payment to Cardholders for that Settlement Date and shall specify, in a format and in a manner that JPMorgan Chase designates, the Settlement Date and the amounts that JPMorgan Chase should allocate to each Subaccount. JPMorgan Chase will credit each Subaccount with the amount the City indicates therefor and will do so at such time as to make such funds available on the applicable Settlement Date. In the event that the aggregate amount with which the City so funds a City Account ("Funded Amount") is less than the aggregate amount that the City instructs JPMorgan Chase to allocate to the Subaccounts related to that account ("Allocated Amount"), JPMorgan Chase will not allocate any funds to any such Subaccounts but will contact the City for further instructions regarding such situation. In the event that the Funded Amount is greater than the Allocated Amount, JPMorgan Chase will allocate the Allocated Amount to such Subaccounts as the City instructed, and will contact the City for instructions regarding such excess amount. The City acknowledges that JPMorgan Chase is not permitted to pay interest on any funds held in a City Account or a Subaccount.

f. Account Numbers

In accepting a payment order issued in the City's name, JPMorgan Chase may rely on the account number of the Subaccount, as instructed. Also, JPMorgan Chase may make payment on the basis of such number even though it identifies a person different from the named Cardholder; accordingly, the City will be responsible for the consequences of any inconsistency between the name and the Subaccount number, as instructed, of any party in such a payment order.

g. Security Procedures

All instructions to transfer Allocated Amounts issued by the City are subject to verification by JPMorgan Chase pursuant to the security procedures agreed upon by JPMorgan Chase and the City. JPMorgan Chase will provide authentication devices, user IDs, passwords or other security procedure materials ("Security Materials") by a mutually agreed upon method to a person designated to receive them by the City. JPMorgan Chase will not accept payment orders using the Security Materials until such Security Materials have been received and acknowledged. It is the City's responsibility to treat the Security Materials with extreme care and to assure that they are available only to authorized individuals. It is understood that the security procedures agreed upon by JPMorgan Chase and the City are designed to verify the authenticity, and not the correctness, of payment orders and communications requesting amendment or cancellation of payment orders.

h. Closure or Suspension of Subaccounts

The City may close or suspend any Subaccount by notifying JPMorgan Chase thereof or may close or suspend any Subaccount itself by using the Web Site. Notwithstanding anything to the contrary contained in this Agreement, however, JPMorgan Chase shall have a reasonable time after receiving any such notice to act on it by closing or suspending the applicable Subaccount. The City shall notify promptly the Cardholder involved that it has closed or suspended the Cardholder's Subaccount and that the Cardholder must use any funds remaining in his or her Subaccount within thirty (30) days after the date of such notice by making authorized purchases. In the event that the Cardholder does not deplete the funds in its Subaccount by making authorized purchases within the thirty (30)-day period, JPMorgan Chase will close the Cardholder's Subaccount and forward any remaining funds to the City together with appropriate documentation identifying the Subaccount that was the source of the funds. The City shall not instruct JPMorgan Chase to allocate any funds to any Subaccount that has been closed or suspended.

Once a Subaccount has been closed, JPMorgan will cease billing the City for that Subaccount effective with the next full billing cycle (for example, if a Subaccount is closed on November 15, then the City will be billed for that Subaccount in the November billing cycle, which will be generated by JPMorgan Chase on or about November 1<sup>st</sup>, based upon the number of Cardholders with active cards on November 1<sup>st</sup>. The City will not be billed for that Subaccount in the December billing cycle).

i. Refusal to Honor Transactions

JPMorgan Chase may from time to time refuse to honor any transaction related to any Subaccount in the event that JPMorgan Chase determines that activity related to such Subaccount is unusual or suspicious and JPMorgan Chase cannot verify to its satisfaction the identity of the user of the Chase E-funds Card at that time. In no event, however, shall JPMorgan Chase be obligated to monitor activity related to any Subaccount.

j. Reversals of Credits

The City may from time to time ask JPMorgan Chase to reverse a credit the City had instructed JPMorgan Chase to make to a Subaccount or may reverse such credit itself by using the Web Site, to the extent that such credit was made in error. In the event that the City asks JPMorgan Chase to reverse such a credit, JPMorgan Chase will comply with such request. All of such reversals, or proposed reversals, shall be subject to there being sufficient funds in such Subaccount. The City shall resolve any claim by or dispute with the Cardholder involved regarding any such reversal directly with such Cardholder.

k. Ownership of Funds and Related Matters

Within the restrictions agreed to by the Cardholder, all funds in each Subaccount are owned by the Cardholder associated with such Subaccount except to the extent that such funds were credited to such Subaccount in error. JPMorgan Chase may therefore treat each Subaccount as if it were a separate demand deposit account in the name of the applicable Cardholder (and, for example, remit the funds in such Subaccount to a creditor in the event that JPMorgan Chase is served with appropriate legal process naming such Cardholder). The City shall not use the funds in the City Account or any Subaccount for its own purposes or withdraw any funds from, or reverse any credits made to, the City Account or any Subaccount except to the extent that such funds were credited to such Subaccount in error.

l. Dormant Accounts; Escheatment

In the event that any Subaccount is dormant (that is, there are no withdrawals or debits) for at least four consecutive years, JPMorgan Chase may notify the City thereof, in writing or by using the Web Site, close such Subaccount and proceed as described in subsection h. of this Article and disable the Chase E-funds Card of the Cardholder associated with such Subaccount, without giving notice of such disablement to the City or such Cardholder. In the event that at the time that any applicable law or regulation requires that funds associated with any such Subaccount be escheated to a state or other governmental body or agency, JPMorgan has such funds in its possession, JPMorgan Chase shall send such funds to such state, governmental body or agency. In the event that JPMorgan Chase does so, it shall not be obligated to notify the City thereof.

m. Compliance with Laws and Regulations

JPMorgan Chase and the City shall each comply with all federal, state and local laws and regulations applicable to it in connection with the services described in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the City shall be solely responsible for complying with all federal, state and local labor laws and regulations and all federal, state and local laws relating to the withholding of taxes and other amounts from salaries or other compensation.

n. Representations and Warranties

JPMorgan Chase does not warrant or represent that the Services comply with the labor law or other laws of any particular state or other jurisdiction or the tax laws of the United States or of any particular state or other jurisdiction. Except as otherwise provided in this Agreement, neither JPMorgan Chase nor the City makes any representation or warranty of any kind including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

o. Confidentiality

Compensation rates, or other payment or personal information of Cardholders disclosed to JPMorgan Chase by the City in the course of the City's using the Services shall be the confidential information of the City and each Cardholder and JPMorgan Chase shall not disclose or use such information for any purpose not contemplated by this Agreement except that JPMorgan Chase may use such information: (i) as part of due diligence ancillary to a corporate transaction under contract; (ii) in connection with information requests from auditors or counsel acting in a professional capacity; (iii) in connection with information requests from subcontractors that have agreed to comparable terms of confidentiality, or (iv) in response to requests from competent legal or regulatory authorities.

Any non-public information provided by JPMorgan Chase to the City in connection with, or through, the Services which is designated by JPMorgan Chase as confidential, including, but not limited to, any intellectual property rights embodied in such information is the confidential property of JPMorgan Chase ("JPMorgan Chase Information"). The City shall use JPMorgan Chase Information solely as contemplated by this Agreement or as otherwise prescribed by JPMorgan Chase in writing, and shall not otherwise use or disclose the JPMorgan Chase Information to anyone other than a person authorized by JPMorgan Chase, except: (i) to its own regular employees who have a need to know the JPMorgan Chase Information to perform their professional roles; (ii) pursuant to competent and compulsory legal or regulatory process or (iii) to the extent that such JPMorgan Chase Information is or becomes part of the public domain through no fault of the City, is rightfully available to the City from another entity that is not obligated to keep it confidential or is developed independently by the City without recourse to the JPMorgan Chase Information.

The City authorizes JPMorgan Chase, or any affiliate or subsidiary of JPMorgan Chase or a subcontractor, to the extent not prohibited by applicable law, to disclose or

transfer such documentation or information about the City or the Cardholders: (i) as may be necessary to perform the services described in this Agreement, provided that the recipient of such documentation or information agrees to comparable terms of confidentiality, or (ii) pursuant to law or regulation.

p. Limitations on Liability

A Cardholder's liability resulting from a lost or stolen Chase E-funds Card or unauthorized transactions shall be limited as provided in the "Chase E-funds Card Transportation Spending Account Terms, Conditions and Disclosures" (referred to in Article 3, subsection c of this Agreement).

In the event that the City notifies JPMorgan Chase that JPMorgan Chase should ask ATM networks or other entities or organizations if, and as applicable, to put a lost or stolen Chase E-funds Card on one or more lists of lost or stolen cards, JPMorgan Chase shall do so within one hour after it receives such notice. The City shall reimburse JPMorgan Chase for all amounts that ATM networks or other entities or organizations charge JPMorgan Chase for putting such card on alert lists and for maintaining such cards on such lists, in accordance with the prompt payment provisions of the Procurement Policy Board Rules.

Except with respect to JPMorgan Chase's indemnity obligations pursuant to Appendix A to this Agreement, JPMorgan Chase shall not be liable in connection with providing the Service for indirect, special or consequential damages, even if JPMorgan Chase is advised of the possibility of such damages, and regardless of the form of action.

JPMorgan Chase shall not be obligated to provide telephone customer support to, or deal directly with, any Cardholder except to the extent expressly provided in the "Chase E-funds Card Transportation Spending Account Terms, Conditions and Disclosures" (referred to in Article 3, subsection c. of this Agreement).

Notwithstanding any other provisions of this Agreement, the City shall be responsible solely for any negligence or willful misconduct of its employees involved in any aspect of implementing, administering or providing the Services to the extent that such negligence or willful misconduct causes damage or losses to JPMorgan Chase in connection with the Chase E-funds Card Service and shall indemnify and hold harmless JPMorgan Chase for any such negligence or willful misconduct of the City's employees involved in any aspect of implementing, administering or providing the Services.

### ARTICLE 3: TRANSPORTATION SPENDING ACCOUNT SERVICE

The City's first implementation of an Account Service is the TransitBenefit Transportation Spending Account ("TSA").

The Contractor shall provide the TSA to the City in accordance with Article 2 and this Article 3 and Appendices B and C of this Agreement, at the fees and other charges set forth in Appendix C of this Agreement.

a. Access by Cardholders

JPMorgan Chase will provide Cardholders access to funds in their respective Subaccounts for the sole purpose of purchasing transit fare media at New York City Transit ("NYCT") MetroCard vending machines and similar fare dispensing devices as may be directed by the City.

b. Ownership of Funds

In the event that a creditor is entitled legally to funds in a TSA Subaccount, and the funds are remitted by JPMorgan Chase to the creditor, JPMorgan Chase shall notify the City to enable the City to adjust the affected employee's earnings records appropriately.

c. Special Provisions Related to Reg E

Federal Reserve Regulation E ("Reg E") requires, among other things, that Cardholders be given certain disclosures and other information. JPMorgan Chase has developed a document that incorporates those disclosures and that information. That document shall be referred to in this Agreement as the "Chase E-Funds Card Transportation Spending Account Terms, Conditions and Disclosures" or the "Ts&Cs". From time to time, JPMorgan Chase may modify the Ts&Cs with the approval of the City, subject to the provisions of this subsection c. JPMorgan Chase will comply with Reg E as such regulation applies to JPMorgan Chase with respect to this Agreement. JPMorgan Chase shall provide the City ten (10) business days to review and comment on the Ts&Cs prior to utilizing such document under this Agreement and prior to any modification of such document. JPMorgan Chase shall not utilize the Ts&Cs under this Agreement or modify the Ts&Cs without the approval of the City, provided, however, that the City shall not require JPMorgan Chase to add or modify any provisions in the Ts&Cs that would result in the failure to comply with the requirements of Reg E. If there is a disagreement between the parties as to whether any provisions in the Ts&Cs or any proposed modifications thereof would result in the failure to comply with Reg E, the opinion of JPMorgan Chase's counsel shall be determinative.

JPMorgan Chase and the City have developed a form of application ("Application") for the TSA that each Proposed Cardholder must sign. From time to time, the City and JPMorgan Chase may agree mutually to modify the Application. The City shall provide each Proposed Cardholder with a copy of the Application. The City shall also provide the Ts&Cs to the Proposed Cardholders. The City shall have the Proposed Cardholder sign the Application. JPMorgan Chase shall not be obligated to issue a Chase E-funds Card to any Proposed Cardholder who has not signed the Application, which indicates that the Proposed Cardholder has read and understands the Ts&Cs. The City shall retain copies of signed Applications. The City shall provide to JPMorgan Chase copies of such signed Applications, promptly after JPMorgan Chase asks the City to do so.

d. Promotional Materials

(1) (a) JPMorgan Chase and the City may jointly develop promotional materials (including, but not limited to, brochures, flyers, and circulars) to promote and provide information about the City's TransitBenefit TSA Program ("Promotional Materials"). The Promotional Materials are those materials developed and distributed by JPMorgan Chase and the City prior to the commencement date of this Agreement that are attached hereto and made a part hereof as Appendix D and those materials jointly developed by JPMorgan Chase and the City on and after the commencement date of this Agreement. All Promotional Materials developed and/or distributed shall be approved in writing by the City prior to distribution or dissemination.

(b) JPMorgan Chase is expressly granted permission to use the City seal, the name of the City and the names of City officials ("City Property") in the Promotional Materials for the purpose of furthering the City's TransitBenefit Program and for no other purpose, with the written approval of the City and subject to the terms of this subsection d. The City, acting by OPA, represents and warrants that it has the right and authority to grant permission to JPMorgan Chase for the use of the City Property in the foregoing manner. JPMorgan Chase recognizes and acknowledges that the City Property including the City's and OPA's name and reputation are the exclusive property of the City and that they communicate to the public, worldwide, a reputation for high standards of quality and services, which reputation and goodwill have been and continue to be unique to the City and OPA. JPMorgan Chase further recognizes and acknowledges that the City Property has acquired secondary meaning in the mind of the public. The City Property shall not be used by JPMorgan Chase in connection with any illegal, illicit or immoral purposes or activity, or in any manner which would be inconsistent with or damaging to the City's or OPA's name and reputation. OPA shall have the right to terminate this Agreement immediately, upon written notice, in the event that any part of the City Property is used by JPMorgan Chase in connection with any illegal, illicit or immoral activity. In addition, in the event that any part of the City Property is used by JPMorgan Chase in any way which, in the reasonable judgment of OPA, is inconsistent with or damaging to the City's or OPA's name or reputation, OPA shall so notify JPMorgan Chase in writing and this Agreement shall terminate unless JPMorgan Chase ceases and halts all such uses immediately. JPMorgan Chase shall use the City Property only in the manner specified by the City or OPA. JPMorgan Chase acknowledges and agrees that all use of and goodwill in the City Property shall inure to the sole benefit of OPA and the City. JPMorgan Chase shall not acquire any rights in the City Property by virtue of any use it makes of the City Property. JPMorgan Chase shall not attempt to register the City Property alone or as part of any other trademark, service mark, trade name, or corporate identifier (including without limitation its own trademark)), nor shall JPMorgan Chase use, adopt as its own, or attempt to register any marks, names, designations, or indicia that are the same as or similar to the City Property.

(c) The City is expressly granted permission to use JPMorgan Chase's name, logo and slogans designated by JPMorgan Chase, including those depicted on JPMorgan Chase's Commuter Savings Card ("JPMorgan Chase Property"), in the Promotional Materials and in all other informational materials issued by the City for the purpose of furthering the City's TransitBenefit Program and for no other purpose, with the written

approval of JPMorgan Chase and subject to this subsection d. JPMorgan Chase represents and warrants that it has the right and authority to grant permission to OPA for the use of the JPMorgan Chase Property in the foregoing manner. The City and OPA recognize and acknowledge that the JPMorgan Chase Property including JPMorgan Chase's name and reputation are the exclusive property of JPMorgan Chase and that they communicate to the public, worldwide, a reputation for high standards of quality and services, which reputation and goodwill have been and continue to be unique to JPMorgan Chase. The City and OPA further recognize and acknowledge that the JPMorgan Chase Property has acquired secondary meaning in the mind of the public. The JPMorgan Chase Property shall not be used by the City or OPA in connection with any illegal, illicit or immoral purposes or activity, or in any manner which would be inconsistent with or damaging to JPMorgan Chase's name and reputation. JPMorgan Chase shall have the right to terminate this Agreement immediately, upon written notice, in the event that any part of the JPMorgan Chase Property is used by the City or OPA in connection with any illegal, illicit or immoral activity. In addition, in the event that any part of the JPMorgan Chase Property is used by the City or OPA in any way which, in the reasonable judgment of JPMorgan Chase, is inconsistent with or damaging to JPMorgan Chase's name or reputation, JPMorgan Chase shall so notify OPA in writing and this Agreement shall terminate unless the City and OPA cease and halt all such uses immediately. The City and OPA shall use the JPMorgan Chase Property only in the manner specified by JPMorgan Chase. The City and OPA acknowledge and agree that all use of and goodwill in the JPMorgan Chase Property shall inure to the sole benefit of JPMorgan Chase. The City and OPA shall not acquire any rights in the JPMorgan Chase Property by virtue of any use it makes of the JPMorgan Chase Property. The City and OPA shall not attempt to register the JPMorgan Chase Property alone or as part of any other trademark, service mark, trade name, or corporate identifier (including without limitation its own trademark)), nor shall the City and OPA use, adopt as its own, or attempt to register any marks, names, designations, or indicia that are the same as or similar to the JPMorgan Chase Property.

(2) Copyright in and to the Promotional Materials shall be jointly owned by JPMorgan Chase and the City. Neither JPMorgan Chase nor the City shall use, without the prior written consent of the other, any of the Promotional Materials that have the City Property and the JPMorgan Chase Property on them for any purpose other than in furtherance of the City's Transit Benefit Program. JPMorgan Chase may, however, delete the City Property from such Promotional Materials and use such Promotional Materials for any purpose, without obtaining the City's consent. The City and OPA may delete the JPMorgan Chase Property from such Promotional Materials and use such Promotional Materials for its governmental purposes, without obtaining the JPMorgan Chase's consent. Copyright notices for the Promotional Materials shall appear in the following form: "Copyright [year]. JPMorgan Chase & Co. Office of Payroll Administration of the City of New York. All rights reserved." The parties may register copyright in the Promotional Materials with the U.S. Copyright Office, and agree to appoint JPMorgan Chase as agent for purposes of registering such copyright. Notwithstanding the foregoing, each of the parties reserves any and all rights in and to any elements of the Promotional Materials that are separately owned by each party prior to the creation of the Promotional Materials, such as the City Property and the JPMorgan Chase Property .

(3) Each party agrees to defend, indemnify and hold harmless the other party, and their respective officers, employees and agents, from and against any and all claims, suits, damages, judgments, liabilities, costs and expenses, including reasonable attorney's fees, to which they may be subject because of or related to any claim of infringement or violation of the copyright, trademark, tradename or any other proprietary or personal right of any third party arising out of such party's contributions to the Promotional Materials.

(4) JPMorgan Chase shall not make any unauthorized use of copyrighted, trademarked or other protected materials or intellectual property of the City, and agrees to defend, indemnify and hold harmless OPA and the City and their respective officers, employees and agents from and against any and all claims, suits, damages, judgments, liabilities, costs and expenses, including reasonable attorney's fees, to which they may be subject arising out of JPMorgan Chase's alleged infringement or unauthorized use of any such material or property. The City shall not make any unauthorized use of copyrighted, trademarked or other protected materials or intellectual property of JPMorgan Chase, and agrees to defend, indemnify and hold harmless JPMorgan Chase and its directors, officers, employees and agents from and against any and all claims, suits, damages, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, to which they may be subject arising out of OPA's and the City's alleged infringement or unauthorized use of any such material or property.

#### ARTICLE 4: MISCELLANEOUS

Neither the City nor JPMorgan Chase shall be liable for any failure to perform, or any delay in performing, its obligations pursuant to this Agreement that arises out of, is caused by, or results from, any acts of God or other circumstances that are beyond its reasonable control. In the event that any such circumstances do arise, occur or result, the City and JPMorgan Chase shall use commercially reasonable efforts to overcome such circumstances as promptly as practicable.

JPMorgan Chase represents and warrants to the City that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the full power to enter into this Agreement and perform its obligations under this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, and this Agreement constitutes a valid and legally binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting generally the enforceability of creditors' rights and by limitations on the availability of equitable remedies and (iii) its performance of its obligations under this Agreement shall comply with all applicable federal, state and local laws and regulations, the provisions of its organizational documents and all material contractual obligations by which it is bound.

The City represents and warrants to JPMorgan Chase that: (i) this Agreement constitutes a valid and legally binding obligation, enforceable against it in accordance with its terms; (ii) its performance of its obligations under this Agreement shall comply with all applicable federal, state and local laws and regulations, and all material

contractual obligations by which it is bound; (iii) neither this Agreement nor the City's performance under this Agreement will violate any agreement, regulation or competent order to which the City is a party or by which it is bound; (iv) the City is and will remain in compliance with all federal, state and local laws and regulations applicable to the direct deposit of payroll or other direct deposit payments; and (v) the City has and will maintain sufficient City authorization to make a direct deposit of each Cardholder's funds.

#### ARTICLE 5: MANAGEMENT OF PAYMENT

The City shall pay JPMorgan Chase either in direct fees or by compensating balances in accordance with the City's current payment guidelines. Fees associated with the TSA program shall be paid with deductions from participating employees' pay. Other services provided by JPMorgan Chase, such as services associated with the implementation of a new Account Service, shall be implemented via amendment to this Agreement. Implementation services will be at costs negotiated by JPMorgan Chase and the City.

#### ARTICLE 6: AGREEMENT TERM

The term of this Agreement shall commence on the date above first written and shall conclude five years later and may be extended by the City for three one-year terms. The City shall notify JPMorgan Chase, at least thirty (30) days before the end of the then current term, whether it intends to so extend the term of this Agreement.

#### ARTICLE 7: CONFLICTS

In the event that there are any conflicts between the terms and conditions of the body of this Agreement, and the terms and conditions of any appendix to this Agreement, the terms and conditions of the body to this Agreement shall control.

IN WITNESS WHEREOF, JPMorgan Chase and the City have caused duly authorized representatives of their respective organizations to execute this Agreement on the date or dates set forth below.

OFFICE OF PAYROLL ADMINISTRATION  
CITY OF NEW YORK

JPMORGAN CHASE BANK,  
NATIONAL ASSOCIATION

By: 

By: Valeria D. Cappucci

Name Printed: J. DONDY

Name Printed: VALERIA D. CAPPUCCI

Title: EXEC. DIRECTOR

Title: VICE PRESIDENT

Date: 10/20/06

Date: 10-5-06

Approved as to Form.  
Certified as to Legal Authority.

Steve Stein Cerah   
Acting Corporation Counsel  
SEP 15 2006

Date

**AGREEMENT BETWEEN THE  
PORT AUTHORITY TRANS-HUDSON CORPORATION AND  
THE CITY OF NEW YORK**

This Agreement made and entered into this 26<sup>th</sup> day of April, 2000 by the City of New York, acting through the Office of Payroll Administration (hereinafter referred to as "OPA" or "City") with offices at One Centre Street, Room 200N, Municipal Building, New York, New York 10007, and the Port Authority Trans-Hudson Corporation, on behalf of TransitCenter (hereinafter referred to as "PATH" or "TransitCenter"), with offices at Two World Trade Center, Suite 2238, New York, New York 10048.

WHEREAS, TransitCenter was established in 1986 as an office within the Port Authority of New York and New Jersey, an agency of the states of New York and New Jersey, on behalf of the Metropolitan Transportation Authority, New Jersey Transit, and PATH for the purpose of developing and operating transit incentive and promotional programs of regional significance for the business community; and

WHEREAS, TransitCenter has the exclusive responsibility on behalf of its member transit agencies to operate the TransitChek Program that permits employers to provide their employees with a tax-free benefit currently up to \$65 a month (\$780 a year), to pay for transit commuting; and

WHEREAS, TransitCenter has the exclusive right, on behalf of MTA New York City Transit Authority (hereinafter referred to as "NYCT"), to sell and operate a new type of MetroCard only available through the TransitChek Program called the annual Premium TransitChek MetroCard (hereinafter called "MetroCard") that can be used continuously for a year to ride NYCT subways and local buses and New York City private local buses; and

WHEREAS, the City has made a determination to implement a TransitBenefit Program to encourage the use of City mass transportation by providing tax benefits to its employees for commuting by transit through the TransitChek program; and

WHEREAS, TransitCenter will provide eligible participating employees of the City with MetroCards through the City's TransitBenefit Program. TransitCenter and the City will work together to design, test, and implement the TransitBenefit Program;

NOW, THEREFORE, in consideration of the City agreeing to participate in the TransitChek Program and in further consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the City and PATH agree as follows:

**DEFINITION OF TERMS**

- A. Enrollment Month—This is the month during which employees initiate or resume participation in the City's TransitBenefit Program.
- B. Deduction Month—This is the month during which newly and continuously participating employees' deductions from earnings occur when their earnings and deductions for other purposes permit.

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- C. Processing Month – This is the month during which TransitCenter processes the City’s TransitBenefit Participation File. During this month TransitCenter mails new MetroCards to newly participating employees and replacement MetroCards to continuously participating employees requiring replacements of expiring MetroCards. Also during this month, TransitCenter deactivates, by the first calendar day of the next Usage Month, MetroCards held by newly non-participating employees.
- D. Usage Month – This is a month during which participating employees may use their MetroCards.

## **RESPONSIBILITIES**

- A. TransitCenter shall provide unlimited ride annual MetroCards, called Premium TransitChek MetroCards (“MetroCards”), to eligible employees participating in the City’s TransitBenefit Program.
- B. No less than three City business days prior to the end of each calendar month, the City shall provide TransitCenter with a computer file (“Participation File”) containing, to the maximum extent feasible, records of (A) eligible participating and (B) newly non-participating employees’ names, reference ID numbers, mailing addresses, and attendant information, as may be required. Newly non-participating employees’ information, marked by negative indicators, contained in any month’s Participation File will not appear in subsequent months’ Participation Files sent by the City to TransitCenter.
- C. TransitCenter shall provide a MetroCard to each newly participating employee prior to the first day of the employee’s first Usage Month by mailing the MetroCard to the employee’s mailing address. The MetroCard will be active for a period of one year unless the participating employee withdraws from the TransitBenefit Program or fails to have TransitBenefit deductions taken for any reason. TransitCenter shall send a new MetroCard to each continuously participating employee, whose record is contained in the Participation File provided by the City to TransitCenter during the month preceding the employee’s anniversary month, to replace the expiring MetroCard held by each such employee to ensure uninterrupted continuation of the employee’s benefit.
- D. TransitCenter shall ensure that the serial numbers on MetroCards sent to participating employees match the MetroCard serial numbers entered by TransitCenter into those employees’ records maintained in TransitCenter’s computer files and that the participating employees’ addresses to which the MetroCards are mailed are the same as those provided to TransitCenter by the City in its Participation File during the month preceding the TransitCenter Processing Month.
- E. No later than the tenth City business day of each Processing Month, TransitCenter shall provide the City with a computer file (“Confirmation File”) containing the distinctly designated records of A) newly participating, (B) continuously participating, and (C) newly non-participating employees’ names, reference ID numbers, mailing addresses, and attendant information, as contained in the Participation File provided by the City to TransitCenter during the previous month.
- F. TransitCenter shall provide the City with adequate stocks of currently active MetroCards and MetroCards that become active on the first day of the following month to be issued by the City to replace undelivered, damaged, and lost or stolen MetroCards. TransitCenter also will provide manifests containing the serial numbers of the replacement MetroCards. The City will be responsible for providing employees with replacement MetroCards as follows. The City will replace (A) undelivered and damaged MetroCards with then currently active MetroCards and (B) lost or stolen MetroCards with MetroCards active as of the first day of

the month following the month during which the lost or stolen MetroCard was active. The City will provide TransitCenter with the names and employee identification numbers of the employees receiving replacement MetroCards and the serial numbers of the replacement MetroCards as soon as possible, but not later than 24 hours after replacing the MetroCard. The City shall return to TransitCenter, on a regular basis as mutually agreed by the parties, damaged MetroCards received from participating employees. TransitCenter shall have the right to audit periodically the City's stocks of replacement MetroCards on dates and at times as mutually agreed by the parties.

- G. In the event that all or a substantial number of the MetroCards sent in a month by TransitCenter to newly participating employees for use on the first day of their first Usage Month and to continuously participating employees for use on the first day of their first Usage Month following the anniversary of their participation are not delivered by or fail to become active on the first day of the aforementioned Usage Month, TransitCenter shall ensure that these employees receive active replacement MetroCards as soon as possible.
- H. TransitCenter shall provide the City with informational material for the City's use in promoting and advertising the TransitBenefit Program to eligible employees prior to the commencement of initial enrollments and provide additional informational material thereafter as shall be agreed mutually.
- I. TransitCenter shall hold confidential all of the reports, information, or data furnished to or prepared, assembled, or used under this Agreement, including but not limited to the names, addresses, and reference ID numbers of employees and TransitCenter agrees that the same shall not be disclosed or made available to any individual or organization without the prior written approval of the City, except as may be otherwise required by law.
- J. TransitCenter shall obtain the prior approval of the OPA Executive Director before TransitCenter or any of its employees, agents, or independent contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication regarding the City's TransitBenefit Program.
- K. TransitCenter shall not be precluded by anything in this Agreement from offering a similar product to other entities.
- L. TransitCenter shall not place advertising on MetroCards provided to employees under this Agreement without the prior approval of the OPA Executive Director.

## **PAYMENT**

The City agrees to pay TransitCenter for each MetroCard issued to an eligible participating employee (A) the monthly cost of the MetroCard, \$63, until such cost is increased by New York City Transit ("NYCT"), and then such increased costs as shall be put into effect by the NYCT, and (B) the administrative fee of \$.60 per bi-weekly payday per participating employee, less (C) the monthly cost of the MetroCard paid at the commencement of the TransitCenter Processing Month for any employee whose record in the Participation File provided during the Deduction Month preceding the MetroCard Usage Month included a negative indicator. In the event that the frequency of the City's payroll is changed, payment to TransitCenter of the administrative fee shall remain as if calculated on a bi-weekly basis. Payment by the City to TransitCenter shall be made on a monthly basis via wire or other form of electronic payment by the first City business day of the TransitCenter Processing Month preceding the MetroCard Usage Month. On or before the first day of each TransitCenter Processing Month, the City shall prepare and submit to TransitCenter a Summary Statement showing a calculation of the payment for the following Usage Month. In the event that the City's calculation of the payment in the Summary Statement does not constitute the full payment to TransitCenter pursuant to the amounts specified in this PAYMENT section or if the City fails to

make full payment to TransitCenter by the close of business of the first City business day of the Processing Month, TransitCenter shall notify the City as soon as possible, and in no event later than the close of business of the second City business day of the Processing Month of the amount by which such payment is insufficient (hereinafter "insufficient payment"). If the City and TransitCenter agree on the amount of the insufficient payment and the City fails to make such payment by the close of business of the second City business day of the Processing Month, the City shall be obligated to pay to TransitCenter an additional administrative fee of \$.09 for each participating employee covered by the amount of the insufficient payment multiplied by the number of City business days following the second City business day of the Processing Month up to and including the day on which full payment is made. The \$.60 per payday per employee fee shall apply to any similar TransitChek MetroCard product that the City, through TransitCenter employing substantially similar processes, may offer to eligible employees, unless TransitCenter's costs of providing any such new or additional TransitChek MetroCard product are increased. TransitCenter shall not be obligated to provide any such new or additional product if additional costs to TransitCenter would result until and unless there is agreement between the parties on a fee.

## **TERM AND TERMINATION**

This Agreement is in effect for a period of three years from May 1, 2000. Both parties expect that the implementation schedule, Attachment A, will be followed by each insofar as practicable.

This Agreement may be renewed for successive one-year periods upon mutual consent of both parties. TransitCenter will give the City one year's written notice of its intention not to renew this Agreement and the City will give TransitCenter six month's written notice of its intention not to renew this Agreement. Sixty days prior to each anniversary of this Agreement, TransitCenter may request an increase to the administrative fee based upon its increased costs of providing the service as demonstrated to the satisfaction of the City. In no event shall the administrative fee requested be greater than that charged by TransitCenter for similar products provided to other similarly situated clients.

TransitCenter is NYCT's exclusive provider of MetroCards for the City's TransitBenefit Program. In the event that NYCT terminates TransitCenter's authority to provide MetroCards to the City, TransitCenter shall notify the City of such fact as soon as it receives written notice of such termination. TransitCenter shall inform the City of the date that its authority to provide MetroCards is terminated. Notwithstanding any other provision of the Agreement, termination of this Agreement shall be effective upon the date of termination of TransitCenter's authority to provide MetroCards to the City as provided in TransitCenter's notice of termination to the City unless otherwise agreed by the parties.

The City may terminate this Agreement for any reason by providing at least six (6) months' prior written notice to TransitCenter specifying therein the effective date of such termination. TransitCenter may terminate this Agreement for any reason by providing at least one (1) years' prior written notice to the City specifying therein the effective date of such termination.

## **AUDIT**

A. All summary statements prepared in connection with payment to be made hereunder or other records of a transfer of funds by the City to TransitCenter and the records and accounts evidencing summary statements or other records are subject to audit by OPA, the Comptroller of

the City of New York, and the State of New York including the State Comptroller, PATH, and TransitCenter pursuant to the powers and responsibilities as conferred by law upon OPA, the City Comptroller, the State, the State Comptroller, PATH, and TransitCenter.

B. TransitCenter and the City shall maintain all such records and accounts referred to in subsection A in accordance with generally accepted business practices and shall make such records and accounts available as set forth in subsection A.

## **RETENTION OF RECORDS**

TransitCenter and the City agree to retain all books, records, and other documents relevant to this Agreement for six (6) years after the expiration or earlier termination of this Agreement. City, State, and Federal auditors and any other persons duly authorized by the City, PATH, or TransitCenter shall have full access to and the right to examine any of said materials during said period.

## **INDEMNIFICATION**

A. TransitCenter agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, and any other party acting on behalf of the City, from and against any and all damages, costs, fees, and expenses, including without limitation, reasonable attorney's fees and expenses incurred by the City in enforcing this indemnification (but not including any indirect, special, punitive, exemplary, incidental, or consequential damages) which may be incurred by the City as a result of, and only to the extent of, any negligence or material fault of TransitCenter, its officers, employees, agents, and any other party acting on behalf of TransitCenter, in fulfilling its obligations under this Agreement.

B. The City agrees to defend, indemnify, and hold harmless TransitCenter, its officers, employees, agents, and any other party acting on behalf of TransitCenter, from and against any and all damages, costs, fees, and expenses, including without limitation, reasonable attorney's fees and expenses incurred by TransitCenter in enforcing this indemnification (but not including any indirect, special, punitive, exemplary, incidental, or consequential damages) which may be incurred by TransitCenter as a result of, and only to the extent of, any negligence or material fault of the City, its officers, employees, agents, and any other party acting on behalf of the City, in connection with this Agreement, including a failure by the City to, in a timely manner, provide or make available to TransitCenter such information or to take such steps as may be necessary for TransitCenter to fulfill its obligations under this Agreement.

C. The party to be indemnified agrees to notify the indemnifying party promptly of any action or claim with respect to which the indemnity provisions of this section may apply. The indemnifying party shall have the exclusive right to control and conduct the defense and settlement of all such actions or claims.

D. TransitCenter and the City agree that their respective obligations under this section shall survive the expiration or earlier termination of this Agreement.

## **ASSIGNMENT**

This Agreement shall not be assigned nor shall either party's rights, obligations, or duties, be assigned, in whole or in part, unless the prior written consent of the other party shall be obtained. Notwithstanding the foregoing, TransitCenter may use such subconsultants as it shall

deem appropriate to perform any of its obligations under this Agreement without the prior consent of the City.

### **GOVERNING LAW; JURISDICTION**

A. This Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of TransitCenter, and shall be governed by and construed in accordance with the laws of the State of New York.

B. The parties agree that any and all actions, proceedings, or claims arising under or relating to the subject matter of this Agreement shall be heard and determined either in the courts of the United States located in New York City or in the courts of the State of New York located in the City and County of New York.

### **WAIVER**

Waiver by either party of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until the same shall be agreed to in writing by the party against whom the waiver is sought to be enforced.

### **MERGER; MODIFICATION**

A. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto, or to vary any of the terms contained herein.

B. No modification, amendment, or supplement to this Agreement shall be valid or enforceable against either party unless it is in writing and signed by the duly authorized officers of both parties.

### **ALL LEGAL PROVISIONS DEEMED INCLUDED**

It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if through mistake or otherwise, any such provision is not inserted, or not inserted in correct form, then this Agreement shall forthwith upon application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

### **SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions are in no way affected or impaired and the remaining provisions remain in full force and effect, and the invalid, illegal, and unenforceable provision will be replaced by a mutually acceptable provision which, being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

## HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit, affect, or describe the scope or intent of this Agreement

## NOTICES

All notices and communication to the parties hereunder shall be delivered by hand or by registered or certified mail return receipt requested, or by Federal Express, Express Mail, or other overnight mail service that provides a receipt to the sender. Receipt of a notice by the party to whom the notice is transmitted shall be deemed to have occurred: (A) upon receipt, if hand delivered; (B) five calendar days from the date of mailing, if mailed; or (C) the next business day after transmittal by Federal Express, Express Mail, or other overnight delivery service that provides a receipt to the sender.

All notices and correspondence to the City from PATH must be delivered to the following addressees or to such other addressees as may be designated by the City from time to time:

Mr. Richard R. Valcich  
Executive Director  
Office of Payroll Administration  
One Centre Street, Room 200N  
New York, New York 10007

with a copy to:

Mr. Edwin A. Yowell  
1<sup>st</sup> Deputy Executive Director  
Office of Payroll Administration  
One Centre Street, Room 200N  
New York, New York 10007

All notices and correspondence to PATH from the City shall be delivered to the following addressees or to such other addressees as may be designated by PATH from time to time:

Mr. Ernesto L. Butcher  
Vice President  
Port Authority Trans-Hudson Corporation  
One World Trade Center, 67W  
New York, New York 10048

with a copy to:

Mr. George Serventi  
Director, TransitChek Program  
TransitCenter  
Two World Trade Center, Suite 2238  
New York, New York 10048

Mr. D. Mark Carter  
Vice President  
Business Operations  
TransitCenter  
Two World Trade Center, Suite 2238  
New York, New York 10048

In witness whereof the undersigned parties have executed this Agreement on the day above  
written.

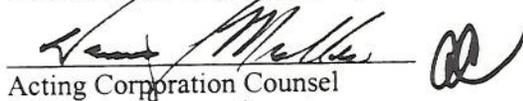


Richard R. Valcich  
Executive Director  
Office of Payroll Administration  
City of New York  
One Centre Street, Room 200N  
New York, New York 10007



Ernesto L. Butcher  
Vice President  
Port Authority Trans-Hudson Corporation  
One World Trade Center, 67W  
New York, New York 10048

Approved as to form  
Certified as to Legal Authority

  
Acting Corporation Counsel

Date: 4/16/00

**AMENDMENT No. 1**

AMENDMENT, dated this 26<sup>th</sup> day of January 2001, between the City of New York, acting through the Office of Payroll Administration (hereinafter referred to as "OPA" or "City"), with offices at One Centre Street, Room 200N, Municipal Building, New York, New York 10007, and TransitCenter, Inc. (hereinafter referred to as "TransitCenter"), a not-for-profit corporation organized under the laws of New York State, with offices at Two World Trade Center, Suite 2238, New York, New York 10048.

**WITNESSETH**

**WHEREAS**, the City and the Port Authority Trans-Hudson Corporation ("PATH"), acting on behalf of TransitCenter, have entered into an agreement (the "Agreement") dated the 26<sup>th</sup> day of April, 2000 for the implementation of the City's TransitBenefit Program, whereby eligible City employees may obtain annual unlimited ride MetroCards called the Premium TransitChek MetroCard (hereinafter "MetroCard") from the TransitCenter;

**WHEREAS**, effective January 1, 2001 the City consented to the assignment by PATH of the Agreement to TransitCenter, a newly created not-for-profit corporation organized under the laws of New York State, whose Board of Directors is chaired by the New York State Metropolitan Transportation Authority, and that pursuant to the assignment TransitCenter will assume all the rights and obligations of PATH under the Agreement;

**WHEREAS**, the New York City Health and Hospitals Corporation ("HHC") has expressed an interest in making available to its employees the annual unlimited ride MetroCard and any other benefits provided for participating City employees under the Agreement; and

**WHEREAS**, the parties to the Agreement desire to amend the Agreement to enable TransitCenter to provide eligible participating employees of HHC with annual unlimited ride MetroCards and any other benefits provided for participating City employees under this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the parties agree to amend the Agreement as follows:

1. Add a new Paragraph entitled "New York City Health and Hospitals Corporation" after the Paragraph entitled "Payment" to read as follows:

**NEW YORK CITY HEALTH AND HOSPITALS CORPORATION**

Effective January 15, 2001, employees of the New York City Health and Hospitals Corporation ("HHC") who have been determined to be eligible by HHC may obtain from TransitCenter annual unlimited ride MetroCards and any other benefits provided to City employees under this Agreement in accordance with the same terms and conditions applicable to the provision of unlimited ride annual MetroCards to City employees under this Agreement,

provided, however, that HHC and the TransitCenter shall enter into a memorandum of understanding that will specify the City obligations hereunder that shall be performed by HHC and any other supplemental procedures to be followed by HHC, TransitCenter and the City.

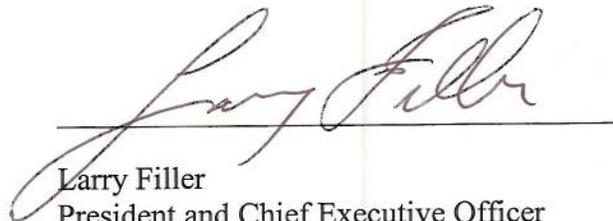
2. This Amendment shall not be implemented until the City has approved the memorandum of understanding to be entered into by HHC and TransitCenter pursuant to section 1 of this Amendment and has provided written notice of such approval to TransitCenter.

3. Except as modified herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be signed on the day and year first above written.



Richard R. Valcich  
Executive Director  
Office of Payroll Administration  
City of New York  
One Centre Street, Room 200N  
New York, New York 10007



Larry Filler  
President and Chief Executive Officer  
TransitCenter, Inc.  
Two World Trade Center, Suite 2238  
New York, New York 10048

Approved as to Form  
Certified as to Legal Authority



Acting Corporation Counsel

Date 1/23/01



NEW YORK CITY HEALTH AND HOSPITALS CORPORATION  
125 Worth Street • Suite 512 • New York • New York 10013  
212•788•3494 Fax: 212•788•9708

Rick Langfelder  
Sr. Vice President  
Finance & Capital  
Chief Financial Officer

October 17, 2000

Richard R. Valcich  
Executive Director, Office of Payroll Administration  
1 Centre Street, Room 200-N  
Municipal Building  
New York, NY 10007

**Re: Transit Benefit Program Contract**

Dear Mr. Valcich:

As you are aware, the New York City Health and Hospitals Corporation (HHC) is actively working toward implementing an employee Transit Benefit - Annual Premium Card Program. We have been advised by our legal counsel that in accordance with HHC's operating procedures, we can buy off of any of the City's contracts. Therefore, we are writing to advise you that HHC intends to purchase Transit Center services for HHC's Annual Premium Card Program under the terms and conditions of the City's current contract with them.

The only programmatic detail that we will specify is that HHC's Central Office Payroll Department will perform the customer service functions for HHC that your office performs for the City's program.

We will be advising the Transit Center of the above shortly.

We thank you for your continued assistance in our mutual fringe benefit issues and programs.

Sincerely yours,



Rick Langfelder

RL:js

cc: F. Cirillo  
L. Marcos, M.D.  
L. Migdal  
J. Quinones  
E. St. Clair  
E. Yowell, OPA

**PORT AUTHORITY**  
**TRANS-HUDSON CORPORATION**

A SUBSIDIARY OF THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

ONE PATH PLAZA  
JERSEY CITY, NJ 07306-2905

(800) 234-7284

December 29, 2000

Mr. Larry Filler  
President and Chief Executive Officer  
TransitCenter, Inc.  
Two World Trade Center, Suite 2238  
New York, NY 10048

Dear Mr. Filler,

The Port Authority Trans-Hudson Corporation ("PATH") on behalf of TransitCenter and the City of New York ("CITY") have entered into an agreement, dated April 26, 2000 ("Agreement") for the provision of TransitChek services through the City's TransitBenefit Program. On and after January 1, 2001, all TransitChek services now being provided by PATH on behalf of TransitCenter will be provided by TransitCenter, Inc. a New York State not-for-profit corporation, whose Board of Directors is chaired by the New York State Metropolitan Transportation Authority and consists of other representatives of the region's major transit operators.

Effective January 1, 2001, PATH is transferring all responsibility for TransitCenter programs to TransitCenter, Inc. and will be assigning all contracts to the new Corporation including the aforementioned Agreement. Pursuant to the ASSIGNMENT clause of this Agreement, PATH is required to obtain the consent of the CITY in assigning this Agreement to TransitCenter, Inc.

Therefore, please obtain the CITY's consent to this assignment by having the CITY sign the consent line below. It is understood by PATH that the CITY's consent is made with the understanding that on and after January 1, 2001, TransitCenter, Inc. shall assume all rights and obligations of PATH that are set forth in the Agreement and TransitCenter, Inc. shall be bound by all of the terms of the Agreement in every way, as if an original party thereto. Upon the effective date of the assignment to TransitCenter, Inc. the City shall accept the liability of TransitCenter, Inc. in lieu of the liability of PATH and PATH shall not be liable in any way to the CITY for the performance or nonperformance of this Agreement by TransitCenter, Inc.

Sincerely,



Ernesto L. Butcher  
Vice President  
Port Authority Trans-Hudson Corporation

*Handwritten initials and scribbles:*  
MU  
H  
OK

I CONSENT TO THE FOREGOING ASSIGNMENT



Richard R. Valcich, Executive Director  
Office of Payroll Administration, City of New York

Date: 11/1/01

CC: Mr. Edwin A. Yowell, OPA  
Mr. D. Mark Carter, TransitCenter, Inc.  
Mr. George Serventi, TransitCenter, Inc.

**AMENDMENT No. 2**

**AMENDMENT**, dated this 13<sup>th</sup> day of April, 2001, to the Agreement between the City of New York, acting through the Office of Payroll Administration ("OPA" or "City"), and the Port Authority Trans-Hudson Corporation, dated April 26, 2000 and assigned to TransitCenter, Inc., ("TransitCenter") on January 1, 2001 ("Agreement").

**WHEREAS**, Access-A-Ride ("AAR") provides transportation for people with disabilities who are unable to use public bus or subway service for some or all of their trips;

**WHEREAS**, the New York State Metropolitan Transportation Authority New York City Transit ("NYCT") administers Access-A-Ride;

**WHEREAS**, private carriers, under contract to NYCT, provide AAR transportation service;

**WHEREAS**, AAR riders pay their fares with cash or NYCT fare tokens only;

**WHEREAS**, the City of New York wishes to extend its TransitBenefit Program to offer AAR fare reimbursement to eligible participating employees;

**WHEREAS**, TransitCenter provides employees participating in the City's TransitBenefit Program with TransitChek benefits pursuant to the Agreement; and

**WHEREAS**, TransitCenter wishes to offer TransitChek benefits to eligible employees using AAR services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the parties agree to amend their Agreement as follows:

1. Add a new paragraph entitled "Responsibilities Relating to Access-A-Ride ("AAR")" after the paragraph entitled "Responsibilities" to read as follows:

**RESPONSIBILITIES RELATING TO ACCESS-A-RIDE ("AAR")**

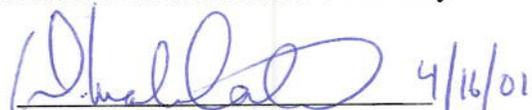
1. OPA makes TransitBenefit AAR Enrollment forms available to employees and distributes periodically TransitBenefit AAR descriptive materials to employees.
2. The employee applies to the NYCT AAR program, if not already enrolled.
3. The employee submits a TransitBenefit AAR Enrollment form and a copy of his/her AAR Subscription and an AAR photo ID to the Agency AAR Coordinator.
4. The employee selects one of the available deduction plans, either \$15 or \$30 bi-weekly or semi-monthly or \$7.50 or \$15.00 weekly, to be deducted from his/her pre-tax wages each pay period.
5. OPA processes enrollments and forwards a data file containing employees' names, mailing addresses, expiration dates, AAR ID numbers, and amounts deducted to TransitCenter each month.
6. TransitCenter opens an employee AAR account to which the employee's pre-tax deductions will be credited and from which the employee's AAR fare reimbursements

- will be debited.
7. TransitCenter creates and maintains a database of eligible employees participating in the City's TransitBenefit AAR program.
  8. TransitCenter sends
    - a. each newly enrolled employee an initial Reimbursement Claim and Certification ("RCC") form with a Business Reply Envelope ("BRE") prior to the end of the month following the month during which the employee's name is first provided to TransitCenter on the data file and
    - b. each continuously participating employee an account balance statement each month by the end of that month if that employee will not otherwise receive a reimbursement that month pursuant to paragraph 11a unless otherwise agreed by the parties.
  9. The employee contacts Access-A-Ride to schedule rides and presents his/her photo ID with payment for each ride. The AAR provider issues and the employee retains AAR fare receipts.
  10. The employee, at the end of the month mails to TransitCenter the BRE containing his/her RCC form and AAR fare receipts.
  11. TransitCenter processes employees' reimbursement claims.
    - a. If the employee's RCC form is completed properly and the amount of the reimbursement claim does not exceed the employee's AAR account balance, TransitCenter sends the employee a Reimbursement Check, payable to the employee, together with a new RCC, account balance statement, and a new BRE.
    - b. If the employees' RCC form is not completed properly, such that TransitCenter cannot be expected reasonably to process it, or the amount of reimbursement claimed exceeds the employee's AAR account balance, TransitCenter sends the employee a statement of the problem preventing processing together with a new RCC, account balance statement, and a new BRE.
    - c. TransitCenter shall mail AAR Reimbursement Checks and accompanying documents, as indicated above in subsections a and b, by the end of the month for reimbursement requests received on or before the 21<sup>st</sup> of that month.
  12. TransitCenter, in the event that an employee cannot cash his/her Reimbursement Check, adheres to the following procedures for Reimbursement Check Replacement.
    - a. In the event that a Reimbursement Check is damaged or too old to cash, TransitCenter replaces the check after the damaged or stale-dated check is received by TransitCenter from the employee.
    - b. In the event that a Reimbursement Check is lost or stolen, the employee obtains a Claim of Lost Check from TransitCenter. The employee returns the completed claim form to TransitCenter. If the check has not been cashed and this is the first time the employee has submitted a claim for a lost or stolen check, TransitCenter will request the bank to stop payment on the check, if possible. If stop payment is processed successfully by the bank and, upon receipt of the completed claim form, then TransitCenter will send the employee a replacement check. Subsequent requests to issue a stop payment and issue a replacement check will be honored upon the payment of a replacement fee of \$5.00 by the employee to TransitCenter. In the event that TransitCenter receives information from the bank that the reimbursement check has been cashed, TransitCenter will notify the employee of this fact and, if requested by the employee, obtain a copy of the canceled check from the bank and send it to the employee to determine if the endorsement is the employee's signature. If the employee determines

- the signature is forged, the employee may submit forgery papers for action by TransitCenter and the bank. If the bank reimburses TransitCenter for the forged check, TransitCenter shall reimburse the employee for the amount of the check.
13. In the event an employee cancels his or her participation in the AAR TransitBenefit Program, OPA shall notify TransitCenter of this cancellation. OPA shall inform TransitCenter which of the following actions it should take.
    - a. Close the employee's account and send OPA a check for the amount remaining in the employee's account.
    - b. Maintain the employee's account until TransitCenter processes reimbursement requests for the remaining funds in the account.
  14. If the event an employee's AAR account is inactive (with no credits or debits) for twelve continuous months, TransitCenter shall close the account and send OPA a check for the account balance.
  15. The City wires AAR employee deductions to TransitCenter as part of monthly TransitBenefit funds transfers.
  16. Notwithstanding any inconsistent provisions in the "payment" section, the City pays TransitCenter the administrative fee of \$ .90 per bi-weekly payday (or \$.45 per weekly payday or \$.97 per semi-monthly payday) per participating employee transaction. The City shall wire this payment as part of the monthly TransitBenefit funds transfer.
  17. OPA responds to employee questions regarding employee eligibility, enrollment, and deductions.
  18. TransitCenter responds to employee questions regarding reimbursement, current AAR account balance, Reimbursement Check replacement, and related financial and procedural issues;
  19. TransitCenter supplies OPA with replacement BREs, RRCs, Claims of Lost Checks, and Affidavits.
  20. TransitCenter provides OPA, in a form acceptable to OPA, a monthly, or other frequency as may be agreed upon by the parties, AAR TransitBenefit financial report.
2. Except as modified herein, the terms and conditions of the Agreement (including all amendments thereto) shall remain unchanged and in full force and effect.

In witness whereof, the undersigned parties have executed this Amendment on the day above written.

  
 Richard R. Valcich  
 Executive Director  
 Office of Payroll Administration

 4/16/01  
 D. Mark Carter  
 Vice President, Operations  
 TransitCenter, Inc.

Approved as to Form.  
 Certified as to Legal Authority.

  
 Acting Corporation Counsel

Date: \_\_\_\_\_  
 APR 11 2001

AMENDMENT No. 3

AMENDMENT, dated this 14<sup>th</sup> day of March 2001, to the agreement ("Agreement") between the City of New York, acting through the Office of Payroll Administration ("OPA" or "City"), and the Port Authority Trans-Hudson Corporation, dated April 26, 2000 and assigned to TransitCenter, Inc., ("TransitCenter") on January 1, 2001.

WHEREAS, the City of New York wishes to extend its TransitBenefit Program to pedagogical employees of the New York City Board of Education ("BoE"); and

WHEREAS, the parties to the Agreement desire to amend the Agreement to enable TransitCenter to receive an administrative fee for each active MetroCard issued to an eligible participating pedagogical employee of the BoE based upon these employees' semi-monthly paydays.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree to amend their Agreement as follows:

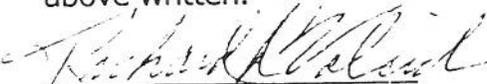
1. Add a new paragraph entitled "Payment Relating to Certain Board of Education ("BoE") Employees" after the paragraph entitled "Payment" to read as follows:

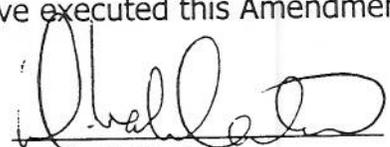
**PAYMENT RELATING TO CERTAIN BOARD OF EDUCATION ("BoE") EMPLOYEES**

Notwithstanding the administrative fee set forth in the Payment section, the City agrees to pay TransitCenter for each MetroCard issued to an eligible participating pedagogical employee of the BoE the administrative fee of \$.65 per semi-monthly payday. All other provisions of the PAYMENT section apply to such employees except that payment of the administrative fee will be calculated on a semi-monthly basis.

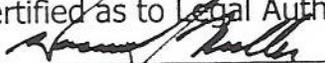
2. Except as modified herein, the terms and conditions of the Agreement (including all amendments thereto) shall remain unchanged and in full force and effect.

In witness whereof the undersigned parties have executed this Amendment on the day above written.

  
Richard R. Valcich  
Executive Director  
Office of Payroll Administration

  
D. Mark Carter  
Vice President Operations  
TransitCenter, Inc.

Approval as to Form.  
Certified as to Legal Authority.

  
Acting Corporation Counsel

Date: MAR 19 2001

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AMENDMENT No. 4

AMENDMENT, dated this 13<sup>th</sup> day of July, 2001, to the Agreement between the City of New York, acting through the Office of Payroll Administration ("OPA" OR "City"), and the Port Authority Trans-Hudson Corporation ("PATH") dated April 26, 2000, and assigned to TransitCenter Inc. ("TransitCenter") on January 1, 2001 ("Agreement").

WHEREAS, OPA provides payroll services to the New York City Board of Education ("BoE") and the New York City Housing Authority ("NYCHA");

WHEREAS, the City has implemented a TransitBenefit Program for employees of the City and BoE and in connection therewith TransitCenter Provides TransitBenefit services to the City; and

WHEREAS, NYCHA wishes to implement a pre-tax TransitBenefit Program for its employees identical to that offered by the City.

NOW, THEREFORE, in consideration of mutual covenants herein, the parties agree to amend their Agreement as follows:

1. Add a term entitled "E. Employee" under the section heading entitled "DEFINITION OF TERMS", to read as follows:
  - E. Employee - Employee shall mean employees paid through the City's Payroll System, including, but not limited to, employees of the City of New York, New York City Board of Education, and the New York City Housing Authority ("NYCHA").
2. Except as modified herein, the terms and conditions of the Agreement

(including all Amendments thereto) shall remain in full force and effect.

In witness whereof, the undersigned parties have executed this Amendment on the day above written.



Richard R. Valcich  
Executive Director  
Office of Payroll Administration



D. Mark Carter  
Vice President Operations  
TransitCenter, Inc.

Approval as to Form.  
Certified as to Legal Authority.

\_\_\_\_\_  
Acting Corporation Counsel  
Date: \_\_\_\_\_

AMENDMENT No 5

AMENDMENT, dated this 14<sup>th</sup> day of June 2005, to the Agreement, (“Agreement”) between the City of New York, acting through the Office of Payroll Administration (“OPA” or “City”), and TransitCenter, Inc. (“TransitCenter”).

WHEREAS, TransitCenter provides an Access-A-Ride (“AAR”) TransitBenefit (“TransitBenefit”) product to the City and

WHEREAS, the City and TransitCenter wish to convert the AAR product from a reimbursement-based to a coupon-based product using Access-A-Ride Coupons (“Coupons”).

NOW, THEREFORE, in consideration of mutual covenants herein, the parties agree to amend their Agreement as follows:

1. Replace the paragraph entitled, “Responsibilities Relating to Access–A–Ride (“AAR”)” “(previously added in Amendment No. 2 to the Agreement)”, with a new paragraph entitled, “Responsibilities Relating to Access–A– Ride (“AAR”)” reading as follows:

**RESPONSIBILITIES RELATING TO ACCESS-A-RIDE (“AAR”)**

1. OPA makes TransitBenefit AAR Enrollment forms available to employees and distributes periodically TransitBenefit AAR descriptive materials to employees.
2. The employee applies to the NYCT AAR program, if not already enrolled.
3. The employee submits a TransitBenefit AAR Enrollment form and a copy of his/her AAR Subscription and an AAR Photo ID to the Agency AAR TransitBenefit Coordinator.
4. The employee selects one of the available deduction amounts to be deducted from his/her pre-tax wages each pay period.
5. OPA processes enrollments and forwards a data file (“Participation File”) containing employees’ names, mailing addresses, expiration dates, and amounts deducted to TransitCenter each month.
6. TransitCenter sends NYCT Access–A–Ride Coupons to the employees listed in the data file, at the addresses listed in the data file, equal in value to the employees’ contributions for the period of time defined in the data file.
7. TransitCenter will send AAR Coupons to participants within five business days of receipt of the data file.
8. Prior to the first fulfillment of Access-A-Ride Coupons via United Parcel Service (“UPS”), TransitCenter will send a ‘Welcome Letter’ to new participants confirming their participation in the program and informing them of the program’s features, including Customer Service.

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9. TransitCenter will send AAR Coupons via UPS second day service. In the event that UPS is not effective in delivering to recipients' locations, TransitCenter will send AAR Coupons via United States Postal Service ("USPS") First Class Mail.
  10. TransitCenter will act on returned Coupons within two business days.  
TransitCenter will request additional contact information from OPA, when necessary, to direct returned fulfillments.
  11. The employee contacts Access-A-Ride to schedule rides and presents his/her photo ID with payment for each ride.
  12. The employee will write his/her AAR ID number and the date of his/her trip on the back of the Access-A-Ride Coupon, sign the Coupon, and tender it to the AAR provider as full payment for a single ride fare.
  13. In the event that an employee does not or is unable to use his/her Access-A-Ride Coupons, TransitCenter will offer the following alternative procedures.
    - a. In the event that an AAR Coupon is damaged, TransitCenter will replace such damaged AAR Coupon upon receipt.
    - b. In the event that the participant no longer requires the use of NYCT Para-Transit services, TransitCenter will make substitution in equal value of Premium TransitCheck MetroCards, not to exceed the value of the AAR Coupons being presented for exchange. In the event that the employee can not be located for purposes of refund, TransitCenter will send to OPA a check for the value of the AAR Coupons returned by the employee, along with supporting information.
  14. The City wires AAR employee deductions to TransitCenter as part of a monthly TransitBenefit funds transfer.
  15. Notwithstanding any inconsistent provisions in the "payment" section, the City pays TransitCenter the administrative fee of \$.90 per bi-weekly payday (\$.45 per weekly payday or \$.97 per semi-monthly payday) per participating employee transaction. The City shall wire this payment as part of the monthly TransitBenefit funds transfer.
  16. OPA responds to employee questions regarding employee eligibility, enrollment, and deductions.
  17. TransitCenter responds to employee questions regarding initial receipt and replacement of AAR Coupons.
  18. TransitCenter will replace, upon receipt of a signed Certification Form, lost or stolen AAR Coupons. Honored replacement claims will be limited to no more than forty AAR Coupons per claim and no more than two claims per rolling twelve month period.
  19. TransitCenter will direct questions regarding the Access-A-Ride service to New York City Transit ("NYCT").
2. Add a paragraph entitled, "About the Access-A-Ride Coupon" after the paragraph entitled "Responsibilities Relating to Access-A-Ride ("AAR")", reading as follows:

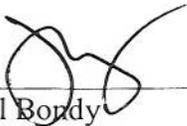
## ABOUT THE ACCESS-A-RIDE COUPON

1. NYCT Access-A-Ride Coupons are a per ride fare instrument, one Coupon is good for one Access-A-Ride trip.
  2. AAR Coupons will be accepted as full payment for one ride by Access-A-Ride providers.
  3. AAR Coupons can be used only for Access-A-Ride services. They are otherwise non-negotiable and are not accepted as payment elsewhere in the NYCT system or by other, non-Access-A-Ride, service providers.
  4. AAR Coupons do not bear the value of the instruments.
  5. AAR Coupons do not expire and do not bear expiration dates.
  6. Employees presenting AAR Coupons write their AAR ID numbers (available from the NYCT Para-Transit Group and shown on the individuals' Access-A-Ride Photo IDs) and dates of trips on the reverse of Coupons and sign Coupons upon presentment as payment.
  7. AAR Coupons are printed on Blue Security paper and bear unique serial numbers.
3. Add a paragraph entitled, "AAR Coupon Transition Strategy" after the paragraph entitled "About the Access-A-Ride Coupon", reading as follows:

### AAR COUPON TRANSITION STRATEGY

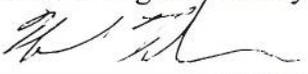
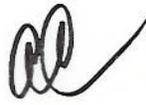
1. At a time to be agreed upon by the City and TransitCenter, active Access-A-Ride Reimbursement Accounts will not be credited.
  2. Claims will continue to be processed.
  3. Contributions received after a time to be agreed upon by the City and TransitCenter will be fulfilled in the form of Access-A-Ride Coupons.
  4. TransitCenter will make a written communication to participants, giving them the option to submit additional claims against current balances in their AAR Reimbursement Accounts.
  5. Claims should be received by a time to be agreed upon by the City and TransitCenter.
  6. Any account balances left in participants' AAR Reimbursement Accounts, at a time to be agreed upon by the City and TransitCenter, will be issued to the participant in the form of Access-A-Ride Coupons equal in value to the balances in their AAR Reimbursement Accounts.
  7. Inactive accounts will be handled by TransitCenter in accordance with instructions from OPA.
4. Except as modified herein, the terms and conditions of the Agreement, including all Amendments thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day above first written.

  
\_\_\_\_\_  
Joel Bondy  
Executive Director  
Office of Payroll  
Administration

  
\_\_\_\_\_  
D. Mark Carter  
Vice President,  
Operations  
TransitCenter, Inc.

Approved as to Form.  
Certified as to Legal Authority.

  
\_\_\_\_\_  
Acting Corporation Counsel  
Date: JUN 15 2005 

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TRANSITCENTER INCORPORATED AND  
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION**

This Memorandum of Understanding (MOU) made and entered into this 31<sup>st</sup> day of January, 2001 by New York City Health and Hospitals Corporation (hereinafter referred to as "HHC") with offices at 230 West 41<sup>st</sup> Street, New York, New York 10036, and TransitCenter, Inc. (hereinafter referred to as "TransitCenter"), with offices at Two World Trade Center, Suite 2238, New York, New York 10048,

WHEREAS, TransitCenter is a New York State not-for-profit corporation that represents the major transit operators in the New York metropolitan area for the purpose of developing and operating transit incentive and promotional programs of regional significance for the business community; and

WHEREAS, TransitCenter has the exclusive responsibility on behalf of its member transit agencies to operate the TransitChek Program that permits employers to provide their employees with a tax-free benefit currently up to \$65 a month (\$780 a year), to pay for transit commuting; and

WHEREAS, TransitCenter has the exclusive right, on behalf of MTA New York City Transit Authority (hereinafter referred to as "NYCT"), to sell and operate a new type of MetroCard only available through the TransitChek Program called the annual Premium TransitChek MetroCard (hereinafter called "MetroCard") that can be used continuously for a year to ride NYCT subways and local buses and New York City private local buses; and

WHEREAS, HHC has made a determination to implement a TransitBenefit Program to encourage the use of mass transportation by providing tax benefits to its employees for commuting by transit through the TransitChek Program; and

WHEREAS, TransitCenter will provide eligible participating employees of HHC with MetroCards through HHC's TransitBenefit Program. TransitCenter and HHC will work together to implement HHC's TransitBenefit Program;

WHEREAS, this MOU is being entered into as a protocol of operations pursuant to the terms and conditions of the agreement dated April 26, 2000 between the City of New York and TransitCenter (hereinafter the "City Agreement") for the same services with the same financial, renewal, termination, and customer service considerations as those enjoyed by the City of New York;

NOW, THEREFORE, in consideration of HHC agreeing to participate in the TransitChek Program and in further consideration of the promises and mutual covenants contained herein and other good and valuable consideration, HHC and TransitCenter agree as follows,

#### **DEFINITION OF TERMS**

- A. Enrollment Month - This is the month during which employees initiate or resume participation in HHC's TransitBenefit Program.
- B. Deduction Month - This is the month during which newly and continuously participating employees' deductions from earnings occur when their earnings and deductions for other purposes permit.
- C. Processing Month - This is the month during which TransitCenter processes HHC's TransitBenefit Participation File. During this month TransitCenter mails new MetroCards to newly participating employees and replacement MetroCards to continuously participating employees requiring replacement of expiring MetroCards. Also during this month, TransitCenter deactivates, by the first calendar day of the next Usage Month, MetroCards held by newly non-participating employees.
- D. Usage Month - This is a month during which participating employees may use their MetroCards.

#### **RESPONSIBILITIES**

- A. TransitCenter shall provide unlimited ride annual MetroCards, called Premium TransitChek MetroCards ("MetroCards"), to eligible employees participating in HHC's TransitBenefit Program.
- B. No less than three HHC business days prior to the end of each calendar month, HHC shall provide TransitCenter with a computer file ("Participation File") containing, to the maximum extent feasible, records of (A) eligible participating and (B) newly non-participating employees' names, reference ID numbers, mailing addresses, and attendant information, as may be required. Newly non-participating employees' information, marked by negative indicators, contained in any month's Participation File will not appear in subsequent months' Participation Files sent by HHC to TransitCenter.

- C. TransitCenter shall provide a MetroCard to each newly participating employee prior to the first day of the employee's first Usage Month by mailing the MetroCard to the employee's mailing address. The MetroCard will be active for a period of one year unless the participating employee withdraws from HHC's TransitBenefit Program or fails to have TransitBenefit deductions taken for any reason. TransitCenter shall send a new MetroCard to each continuously participating employee, whose record is contained in the Participation File provided by HHC to TransitCenter during the month preceding the employee's anniversary month, to replace the expiring MetroCard held by each such employee to ensure uninterrupted continuation of the employee's benefit.
- D. TransitCenter shall ensure that the serial numbers on MetroCards sent to participating employees match the MetroCard serial numbers entered by TransitCenter into those employees' records maintained in TransitCenter's computer files and that the participating employees' addresses to which the MetroCards are mailed are the same as those provided to TransitCenter by HHC in its Participation File during the month preceding the TransitCenter Processing Month.
- E. No later than the tenth HHC business day of each Processing Month, TransitCenter shall provide HHC with a computer file ("Confirmation File") containing the distinctly designated records of (A) newly participating, (B) continuously participating, and (C) newly non-participating employees' names, reference ID numbers, mailing addresses, and attendant information, as contained in the Participation File provided by HHC to TransitCenter during the previous month.
- F. TransitCenter provides the City of New York through its Office of Payroll Administration (hereinafter referred to as the "City") a supply of "replacement" MetroCards (defined below) each month for its use as part of the City's TransitBenefit Program. TransitCenter delivers to the City at One Centre Street, Room 200N, Municipal Building, New York, a supply of MetroCards to meet the needs of the City. At the time that TransitCenter delivers these MetroCards to the City for its TransitBenefit Program, TransitCenter shall provide the City with an additional adequate stock of currently active MetroCards and MetroCards that become active on the first day of the following month to meet HHC's needs in order to replace undelivered, damaged, and lost or stolen MetroCards (hereafter referred to as "replacement cards"). TransitCenter also will provide manifests containing the serial numbers of the replacement MetroCards. This portion of the City's replacement cards will be passed onto HHC by the City for HHC's use in the same manner as the City and as described below. HHC and the City will determine between themselves the method for the distribution to HHC of such replacement cards. HHC will be responsible for providing employees with replacement MetroCards as follows. HHC will replace (A) undelivered and damaged MetroCards with then currently active MetroCards and (B) lost or stolen MetroCards with MetroCards active as of the first day of the month following the month during which the lost or stolen MetroCard was active. HHC will provide TransitCenter with the names and

employee identification numbers of the employees receiving replacement MetroCards and the serial numbers of the replacement MetroCards as soon as possible, but not later than 24 hours after the replacing the MetroCard. HHC shall return to TransitCenter, on a regular basis as mutually agreed by the parties, damaged MetroCards received from participating employees.

- G. In the event that all or a substantial number of the MetroCards sent in a month by TransitCenter to newly participating employees for use on the first day of their first Usage Month and to continuously participating employees for use on the first day of their first Usage Month following the anniversary of their participation are not delivered by or fail to become active on the first day of the aforementioned Usage Month, TransitCenter shall ensure that these employees receive active replacement MetroCards as soon as possible.
- H. TransitCenter shall provide HHC with informational material for HHC's use in promoting and advertising the HHC's TransitBenefit Program to eligible employees prior to the commencement of initial enrollments and provide additional informational material thereafter as shall be agreed mutually.
- I. TransitCenter shall hold confidential all of the reports, information, or data furnished to or prepared, assembled, or used under this MOU, including but not limited to the names, addresses, and reference ID numbers of employees and TransitCenter agrees that the same shall not be disclosed or made available to any individual or organization without the prior written approval of HHC, except as may be otherwise required by law.
- J. TransitCenter shall obtain the prior approval of HHC before TransitCenter or any of its employees, agents, or independent contractors may, at any time, either during or after completion or termination of this MOU, make any statement to the press or issue any material for publication through any media of communication regarding HHC's TransitBenefit Program.
- K. TransitCenter shall not be precluded by anything in this MOU from offering a similar product to other entities.
- L. TransitCenter shall not place advertising on MetroCards provided to employees under this MOU without the prior approval of HHC.

#### **FEES AND PAYMENT**

HHC agrees to pay TransitCenter for each MetroCard issued to an eligible participating employee (A) the monthly cost of the MetroCard, \$63, until such monthly cost is increased by New York

City Transit ("NYCT"), and then such increased cost as shall be put into effect by the NYCT; and (B) an administrative fee of \$.60 (sixty cents) per bi-weekly payday per participating employee, less (C) the monthly cost of the MetroCard paid at the commencement of the TransitCenter Processing Month for any employee whose record in the Participating File provided during the Deduction Month preceding the MetroCard Usage Month included a negative indicator. In the event, that the frequency of HHC's payroll is changed, payment to TransitCenter of the administrative fee shall remain as if calculated on a bi-weekly basis. Payment by HHC to TransitCenter shall be made on a monthly basis via wire transfer or electronically by the first HHC business day of the TransitCenter Processing Month preceding the MetroCard Usage Month. On or before the first day of each TransitCenter Processing Month, HHC shall prepare and submit to TransitCenter a Summary Statement showing a calculation of the payment for the following Usage Month. In the event that HHC's calculation of the payment in the Summary Statement does not constitute the full payment to TransitCenter pursuant to the amounts specified in this FEES AND PAYMENT section or if HHC fails to make full payment to TransitCenter by the close of business of the first HHC business day of the Processing Month, TransitCenter shall notify HHC as soon as possible, and in no event later than the close of the second HHC business day of the Processing Month of the amount by which such payment is insufficient (hereinafter "insufficient payment"). If HHC and TransitCenter agree on the amount of the insufficient payment and HHC fails to make such payment by the close of the second HHC business day of the Processing Month, HHC shall be obligated to pay to TransitCenter an additional administrative fee of \$.09 (nine cents) for each participating employee covered by the amount of the insufficient payment multiplied by the number of HHC business days following the second HHC business day of the Processing Month up to and including the day on which full payment is made. The \$.60 per payday per employee fee shall apply to any similar TransitChek MetroCard product that HHC, through TransitCenter, employing substantially similar processes, may offer to eligible employees, unless TransitCenter's costs of providing any such new or additional TransitChek MetroCard product are increased. TransitCenter shall not be obligated to provide any such new or additional product if additional costs to TransitCenter would result until and unless there is agreement between the parties on a fee pursuant to the City Agreement.

## **TERM**

This MOU is in effect until May 1, 2003 or until this MOU or the City Agreement is sooner terminated. This MOU may be renewed for successive one-year periods upon mutual consent of both parties provided that the City Agreement has been so renewed. TransitCenter will give HHC one (1) year's written notice of its intention not to renew this MOU and HHC will give TransitCenter six (6) months' written notice of its intention not to renew this MOU. In the event that the City approves an increase in the administrative fee pursuant to the terms of the City Agreement, such increased fee may be obtained by TransitCenter from HHC under this MOU. HHC may terminate this MOU for any reason by providing at least six (6) months' prior written notice to TransitCenter specifying therein the effective date of such termination. TransitCenter may terminate this MOU for any reason by providing at least one (1) year's prior written notice to HHC specifying therein the effective date of such termination.

## **ADDITIONAL TERMS AND CONDITIONS**

The following sections of the City Agreement shall apply to this MOU, and references therein to the City or OPA shall be deemed to include HHC: Audit; Retention of Records; Indemnification; Assignment; Governing Law; Jurisdiction; Waiver; Merger; Modification; All Legal Provisions Deemed Included; Severability; and Headings.

**Continued on next page.**

## NOTICES

All notices and communication to the parties hereinafter shall be delivered by hand or by registered or certified mail return receipt requested, or by Federal Express, Express Mail, or other overnight mail service that provides a receipt to the sender. Receipt of a notice by the party to whom the notice is transmitted shall be deemed to have occurred (A) upon receipt, if hand delivered; (B) five calendar days from the date of mailing, if mailed; or (C) the next business day after transmittal by Federal Express, Express Mail, or other overnight delivery service that provides a receipt to the sender.

All notices and correspondence must be delivered to the following addressees or to such other addressees as may be designated from time to time:

For HHC:                    John Yan  
                                  Director, Corporate Payroll Operations  
                                  NYC Health & Hospitals Corporation  
                                  230 West 41<sup>st</sup> Street, Room 402  
                                  New York, NY 10036

with copies to:            David Rosen  
                                  Deputy Corporate Comptroller  
                                  NYC Health & Hospitals Corporation  
                                  230 West 41<sup>st</sup> Street, Room 506  
                                  New York, NY 10036

                                  Ann Rozakis  
                                  Director, Office of Labor Relations  
                                  NYC Health & Hospitals Corporation  
                                  125 Worth Street, Room 500  
                                  New York, NY 10013

For OPA:                    Richard Valcich  
                                  Executive Director, Office of Payroll Administration  
                                  1 Centre Street Room 200-N  
                                  Municipal Building  
                                  New York, NY 10007

For TransitCenter:        D. Mark Carter  
                                  Vice President, Operations  
                                  TransitCenter, Inc.  
                                  Two World Trade Center, Suite 2238  
                                  New York, NY 10048

The undersigned indicate their concurrence with the terms and conditions of this MOU as of January 31, 2001.



\_\_\_\_\_  
Rick Langfelder  
Senior Vice President, Finance  
HHC



\_\_\_\_\_  
D. Mark Carter  
Vice President, Operations  
TransitCenter, Inc.

Approved:



\_\_\_\_\_  
Richard Valcich  
Executive Director, Office of Payroll Administration  
City of New York

CASHPAY EMPLOYEE ELECTRONIC ENROLLMENT	4.0000
CASHPAY ELECTRONIC FILE ENROLLMENT	10.0000
CASHPAY MONTHLY MAINTENANCE	1.5000
CASHPAY ATM WITHDRAWAL – 1 FREE WEEKLY	1.5000
CASHPAY ATM INQUIRY – 2 FREE WEEKLY	0.5000
CASHPAY VRU CALL DOMESTIC – 4 FREE MONTHLY	0.5000
CASHPAY SIGNATURE BASED TRANSACTIONS	0.0000
CASHPAY PINNED POS PURCHASE – 1 FREE WEEKLY	0.2500

**Non-Recurring/  
Transaction Fees**

CASHPAY CARD REPLACEMENT	15.000
CASHPAY DUPLICATE STATEMENT	5.000
CASHPAY GARNISHMENTS	20.000

**Employee Accounts  
TransitBenefit Transportation Spending Accounts**

**Recurring Fees**

PARTICIPANT PER MONTH	3.5000
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**Non-Recurring /  
Transaction Fees**

IMPLEMENTATION EXPENSE	25,000.0000
REPLACEMENT EXPENSE LOST/STOLEN/DAMAGED	25.0000

MARKETING ACTIVITIES AFTER THE FIRST YEAR WILL BE SUBJECT TO CITY'S AGREEMENT TO PAY DIRECT COSTS.

Note: The Price Proposal must be accompanied by an Earnings Credit Rate Proposal.

# CITI

## Attachment B (Continued) Price Proposal Format

### **Employee Accounts TransitBenefit Transportation Spending Accounts**

<i>Recurring Annual Fees (Refer to Pricing details – section 1)</i>	
Per-Participant Fee Per Month 1 <sup>st</sup> year based on 1000 participants	\$4.00
Monthly Minimum	\$160.00
Per -Participant Fee Per Month 1001-9999 participants	\$3.75
Per-Participant Fee Per Month 10,000 -19,999 participants	\$3.35
Per-Participant Fee Per Month 20,000-39,999 participants	\$3.00
Per-Participant Fee Per Month over 40,000 participants	\$2.75
Ongoing Stored Value Cards (new hires and replacement cards)	\$1.75
Annual Maintenance Fee – (beginning in year 2)	\$1000.
Optional Services:	
Daily Data Exchange per employee per month	\$0.09
<i>One-time Implementation Fees</i>	
Implementation Fee	\$1000.
Stored Value Cards (good for 3 years)	\$1.75 each
Employee Meetings	\$250.00

# CITI

## **Pricing details – Section 1**

### Annual recurring fees 1<sup>st</sup> year

#### **Per-Participant Fee Per Month – Commuter Benefits**

**\$4.00**

##### **Includes:**

- Participant web enrollment functionality
- Standard Participant IVR and Web Applications
- Customer service support via toll-free number
- Quarterly participant statements
- Standard client management reports (summary account statements, transaction summaries, forfeiture reports)
- Ongoing stored value card transactions (including requests for follow-up documentation)
- Daily processing of transactions.
- Daily claim adjudication

##### **Assumes:**

- 1 location for collection of fees.
- 1000 Commuter Benefits Users
- Pass-through charges billed back to at cost (examples of these charges include, but are not limited to: travel, meals, postage for nonstandard mailings, printing, or any other reasonably incurred client expense).
- All covered groups with the same year.
- Reimbursement checks and direct deposits mailed daily to participants' homes.

## **Pricing detail – Section 2**

#### **Implementation Fee – Commuter Benefits**

**\$1,000.**

##### **Includes:**

- System setup
- Client web setup
- Client branding on participant web site

##### **Assumes:**

- Active client role in implementation project, specification sign-off, and regular implementation conference calls.

#### **Implementation Fee – Stored Value Cards (valid for 3 years)**

**\$1.75/each**

##### **Includes:**

- Welcome letter
- Cardholder agreement

# JPMC

## ATTACHMENT B

### PRICE PROPOSAL FORMAT

#### Employee Accounts TransitBenefit Transportation Spending Accounts

#### Recurring Fees

Product Service	Unit Price
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#### E-Funds Service:

Maintenance (per card):	
- Less than 15,000 cards	\$1.80
- 15,001 - 50,000 cards	1.70
- 50,001 and up	1.60
Temporary Cards (per card)	\$2.25
Lost/Stolen Card Fee (per card)	5.00
Secure ID Card Issuance/Replacement (per card)	95.00

#### Non Recurring/Transaction Fees

None

#### Optional Banking Services

Workplace Financial Services	\$0.00
Payee Verification Maintenance (per account)	25.00
Payee Verification (per item)	0.015
E-funds Card to replace paper check process	TBD

# JPMC

## APPENDIX C

### Chase E-Funds Service Price List

(Chase E-funds Fee Table and Manner of Payment)

1. Chase E-Funds Fee Table – All Fees are to be paid by OPA to JPMorgan.

	Fee		Invoiced	Comments
Maintenance	\$1.80 per card		End of month	Includes systems support, Company and Cardholder Customer Service Support Chase has prepared the pricing of the TSA program based upon certain cardholder support assumptions, including that participating employees will make on average one telephone call per year to Chase regarding the TSA program that requires response from a live attendant, excluding calls regarding lost or stolen Cards.
Balance Inquiry	\$0.00		N/M	Balances can be obtained for <b>FREE</b> by using our Web site or calling the Voice Response Unit. Note: Cards cannot be used at ATM's to obtain balance information.

<b>Lost/Stolen Card Fee</b>	\$2.50		End of month in which replacement card was issued	Triggered when a card is reported lost/stolen and a replacement card is issued.
<b>Check Printing</b>	\$0.00		N/M	Remaining funds to be returned to OPA for disbursement to employee following appropriate tax treatment
<b>Secure ID Card Issuance/ Replacement</b>	\$95.00 per card	Client	End of the month in which additional cards issued	In excess of four cards issued at implementation