

CARDHOLDER AGREEMENT

State of Rhode Island
Department of Administration

PURCHASE CARD PROGRAM INDIVIDUAL CARDHOLDER AGREEMENT

By signing this agreement, I apply for a State of Rhode Island purchase card and agree to abide by all the guidelines specified below and those in applicable Department of Administration and agency policies and procedures.

1. For lost or stolen cards, call: **1-800-270-7760**
2. I will be the only person who will sign for purchases with this card. I do not have authority to allow anyone else to make purchases with this card. All purchases I make will be within the established credit limit. I agree to pay all the costs and charges associated with this card from my agency's approved budget based on detail coding provided by me.

The card will only be used for authorized purposes of the state and agency/institution. Authorized purposes are defined as purchases which further the business of the state. For purposes of this paragraph, a purchase will "further the business of the state" only when the purchase: (1) is authorized by statute and by Department of Administration's rule or policy and agency rule or procedure; (2) will promote or support the lawful operation of the state agency on whose behalf the purchase is made; and (3) may be paid by public funds that are currently available to the agency, by appropriation, expenditure limitation, or other legislative authority (and where applicable, by Department of Administration allotment) for the purpose of the purchase.

3. I will not use the purchase card for any cash advances. I will not use the purchase card for any purpose that does not "further the business of the state." I understand that this prohibits me from using the purchase card for any personal purposes. Personal purposes are non-employment related purposes, purchases that do not "further the business of the state," and purchases that benefit me or another person individually rather than facilitate the discharge of the official functions or duties of my agency.
4. I will protect the purchase card at all times. I will not give the purchase card number to anyone except authorized agency personnel or when making an authorized agency/institution purchase.
5. I will immediately notify the bank and the Controller's Office if the card is lost or stolen. I will immediately surrender my purchase card to the Approving Official or the Controller's Office when I leave agency employment or if I no longer will be allowed to use the purchase card.

The purchase card belongs to the bank and I will surrender it immediately when asked. The Approving Official will make a reasonable attempt to recover the purchase card from me if I am an unauthorized or terminated employee. I am responsible for any costs in that effort and agree to pay them from any funds owed me by the State of Rhode Island, subject to due process. The Approving Official may assist in efforts to prevent any unauthorized card use and in any legal action against me.

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6. I am responsible to assure that total charges made on the purchase card do not exceed the defined credit limit. Any charge made by the bank for exceeding the limit will be charged to my agency and may be charged to me personally. Deliberate misuse will be cause for loss of my purchase card privileges.
7. All purchase card statements for my agency/institution will be paid by the Controller's Office within 5 days of the end of the month.
 - (a) I will keep all required documentation for all purchases made on the purchase card. Once each month I will print my statement, I will attach the documentation to the statement, and, after reconciling and verifying all charges, will sign and date the statement indicating approval. If the original charge slip is lost, I will circle the charge on the memo statement, attach a written statement identifying what was purchased, and retain the additional support with the approved statement as required agency policy. I understand that a pattern of missing original charge slips may result in the loss of my purchase card privileges.
 - (b) I will do the following each month:
 - (1) I will indicate the appropriate expenditure classification code to be charged for each purchase listed on the statement. I will forward the approved statement to my department's Fiscal Office within 2 days of the date on the statement.
 - (2) I will keep the documentation for verification, reconciliation and approval for audit purposes. I will forward all said documentation to my department's Approving Official.
8. In the case of a billing disagreement or adjustment, I am responsible to initiate and complete necessary action. The Approving Official and I will work directly with the bank and/or the merchant to make needed adjustments. I will not delay timely payments to the bank in cases of disagreement. If a credit is due, I will instruct the merchant to issue to the purchase card account. **I will not request or accept cash back from the merchant when an item is returned or a credit is due.**
9. I recognize my responsibility to comply with the following four criteria for payment of a claim against money held by the State Treasurer.
 - (a) The claim must be supported by the approval of the state agency that incurred the obligation or made the expenditure on which the claim is based. (Approval is evidenced by an authorized signature or approval.)
 - (b) Law and appropriation must make the provision for payment of the claim. (The agency must have adequate budget resources available to pay the claim when incurred.)
 - (c) The obligation or expenditure on which the claim is based must be authorized as provided by law. (The claim is based on agency action required or allowed by statute.)
 - (d) The claim otherwise satisfies requirements as provided by law. (Rule or statute does not otherwise prohibit the claim.)

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- 10. I acknowledge that I have read, understand and am familiar with the 'Purchase Card Policy and Procedures' Manual.

I understand and agree that I shall use the Purchase card only to purchase supplies within the guidance of this program. I acknowledge and understand that making false statements on purchase card records may provide support for disciplinary action), and may result in my civil liability and/or criminal prosecution.

I acknowledge and understand that it is the Cardholder's responsibility to assure that the Purchase card is not accessible to others for an improper or unauthorized use.

I acknowledge and understand that 'unauthorized use' of the Purchase card shall mean the use of said card by any person other than the Cardholder whose name appears on the Purchase card. I further acknowledge and understand that 'unauthorized use' of the Purchase card shall also mean the use of a Purchase card by a Cardholder who exceeds his/her delegation of authority.

I acknowledge and understand that 'unauthorized use' of the Purchase card may provide support for disciplinary action(s), and may result in my civil liability and/or criminal prosecution. I agree that I will not use the Purchase card in an unauthorized manner, nor will I knowingly permit another to use a Purchase card in an unauthorized manner.

I acknowledge and understand that as a Cardholder authorized to conduct acquisitions, I am subject to administrative disciplinary actions or remedies as well as civil and criminal penalties for violations of the State Purchasing Act.

Any inappropriate or personal purchases become my personal liability for which I will make immediate and complete reimbursement (including any accrued interest) to the agency. Amounts not properly reimbursed by me can be withheld (in total) from my next paycheck. I agree that my acceptance of the purchase card authorizes the State to make such withholding automatically from any amount due me by the State, subject to due process.

SIGNATURE:

My signature below indicates that I agree to abide by the terms of this purchase card agreement and any subsequent amendment or addendum. I have received a copy of this agreement.

Cardholder Printed Name: _____

Last Four Digits of Card: _____ Telephone #: _____

Department/Agency: _____

Division/Unit: _____

Cardholder Signature: _____ **Date:** _____