

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

Title of RFP	Banking Services for Iowa Veterans Home (IVH)	RFP Number	RFP0217005042
Agency	Iowa Department of Administrative Services (DAS) on behalf of IVH		
Initial Term of Contract	September 2017- September, 2018	Number of possible annual extensions	5
Available to Political Subdivisions?	yes		
State Issuing Officer: Randall Stapp Phone: 515-242-5005 E-mail: randall.stapp@iowa.gov			
Mailing Address: Iowa Department of Administrative Services Central Procurement Bureau Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time)	
State Posts Notice of RFP on TSB website		June 7, 2017	
State Issues RFP		June 16, 2017	
RFP written questions, requests for clarification, and suggested changes from Respondents are due		June 26, 2017	
Agency’s response to RFP written questions, requests for clarification, and suggested changes from Respondents (addendum issued)		June 30, 2017	
Proposals Due:		July 12, 2017, by 2:00 P.M.	
Relevant Websites			
Internet website where Addenda to this RFP will be posted: http://bidopportunities.iowa.gov			
Internet website where contract terms and conditions are posted: https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf			
Number of Copies of Proposals Required to be Submitted: 3 hard copies (1 original, 2 copies) and 1 CD or flash			
Firm Proposal Terms			
Per Section 3.2.13, the minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 90 Days.			

Note: in the “terms and conditions” (through the website link) the reference to the “Contract Declarations & Execution page” is not applicable.

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible financial institutions ("FIs") to provide banking services for the Iowa Veterans Home ("IVH") in Marshalltown, Iowa. The funds are considered "public funds". IVH has two checking accounts and one savings account.

The RFP process is for the State's benefit and is intended to provide the State with competitive information to assist in the selection process. This RFP is not to be comprehensive. Each FI is responsible for determining all factors necessary for submission of a comprehensive proposal.

The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

ACH Debit Block means a system where any attempts to remove funds from an account via an ACH transaction is blocked.

Agency means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

Contract means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

Contractor means the company, organization or other business entity submitting a proposal in response to this RFP.

Positive Pay means a system where all checks submitted to the FI for payment are verified prior to payment to check information supplied by the FDCF.

Proposal means the Respondent's proposal submitted in response to the RFP.

Responsible Contractor means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor's competence and qualifications to provide the goods or services requested, the Contractor's integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.

Respondent means company, organization, or other business entity submitting a Proposal in response to this RFP.

Responsive Proposal means a Proposal that complies with the material provisions of this RFP.

RFP means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

State means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency’s intention to evaluate Proposals from all Responsible Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

1.4 Background Information

This account will be a normal business checking account. The collected balances should generate an earnings credit to be used to offset some or all of the monthly charges.

The Iowa Veterans Home's deposits will include checks, cash, incoming ACH credits, and incoming wires. These deposits can range from several dollars to \$2 million per day. In addition to these deposits, the Iowa Veterans Home also makes a daily deposit of checks

Approximate Monthly Transaction Numbers:

<u>Account</u>	<u>Avg Monthly Balance</u>	<u>Avg Monthly Credits</u>	<u>Avg Monthly Debits</u>	<u>Avg Monthly Transactions</u>
Membership Checking	\$625,262	\$ 1,811,982	\$1,414,359	2124
Special Activities Checking	\$315,836	\$231,438	\$268,770	123
Savings	\$300,000	\$35	\$35	2

Approximate monthly transaction numbers (all accounts):

ACH Credit items	1,340
Debit items (Checks)	865
Manual Deposits made	46
Return items	1

The Iowa Veterans Home currently receives an electronic report via personal computer with information on daily ACH settlements for our Membership account. We also need electronic confirmation of all ACH returns and notifications of change. The average number of ACH transactions is 1,312 with an average amount per transaction of \$1,016.

Checks are issued by the Iowa Veterans Home. IVH would also like the option to send payments electronically (approximately 85 per month).

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions that are received from Respondents on or before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet on or before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Respondent shall not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.11 No commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

- 2.12.1** The Respondent fails to deliver the cost proposal in a separate envelope.
- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of the RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include proposal security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsive Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall

responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Respondents, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Respondent from full compliance with RFP specifications or other Contract requirements if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any sub-contractor identified in the Proposal.

2.15 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any sub-contractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Respondent are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a

Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.19.1 Form 22 Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.

2.19.2 Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

2.19.3 Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall: (1) fully complete Section II of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such material.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent's request for confidentiality that does not comply with this section or a Respondent's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent's request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

2.20 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.21 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

2.22 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.23 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.24 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its

sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.25 No Contract Rights until Execution

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

2.26 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.27 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 105.5(1)-(2), 105.12(4).

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

2.29 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the Contract.

2.30 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

2.31 Performance Measures

Iowa Code section 8.47 requires that the terms and conditions of service contracts shall include the following:

- The amount or basis for paying consideration to the party based on the party's performance under the service contract.

- Methods to effectively oversee the party's compliance with the service contract by the department or establishment receiving the services during performance, including the delivery of invoices itemizing work performed under the service contract prior to payment.
- Methods to effectively review performance of a service contract, including but not limited to performance measurements developed pursuant to chapter 8E.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in separate sealed envelopes. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Number: RFP0217005042
RFP Title: Banking Services
Randall Stapp
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

[Respondent's Name and Address]

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

One Original, 5 hard copies, 1 Digital, of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and 5 copies
Public Copy (if submitted)
Technical Proposal on digital media
Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal
Cost Proposal on digital media

- 3.1.2** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

- 3.1.3** Proposals shall not contain promotional or display materials.

3.1.4 Attachments shall be referenced in the Proposal.

3.1.5 If a Respondent proposes more than one solution to the RFP requirements, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

Exhibit 2 - Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.
- An overview of the Respondent's plans for complying with the requirements of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 90 days following the deadline for submitting Proposals.

Exhibit 4 - Respondent Background Information

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Respondents? Yes or No. If yes, please include the details of the preference.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, i.e., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.

- Respondent's accounting firm.
- Awarded Respondent will be required to register to do business in Iowa before payments can be made.
- For Contractor registration documents, go to:
http://das.gse.iowa.gov/procurement/vendor_reg.html

Exhibit 5 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

Exhibit 6 - Financial Information

The Respondent must provide the following financial information:

- A minimum of three (3) financial references.

Exhibit 7 - Termination, Litigation, and Debarment

The Respondent must provide the following information for the past three (3) years:

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

Exhibit 8 - Criminal History and Background Investigation

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

Exhibit 9 - Acceptance of Terms and Conditions

The Respondent shall specifically agree that by submitting the Proposal, the Respondent is accepting all terms and conditions stated in the RFP. However, if the Respondent objects to any term or condition, the Respondent must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Proposal.

Exhibit 10 - Certification Letter

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

Exhibit 11 - Authorization to Release Information

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

Exhibit 12 – Mandatory Specifications

The Respondent shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

Exhibit 13 – Samples

- Provide sample bank statements showing a variety of activities, including deposits, withdrawals, return items, wire transfers, ACH transactions and debit/credit memos.
- Provide samples of a paid check listing and a bank statement that you would provide IVH.

Exhibit 14 – Services

Describe the services being offered in this proposal. Include responses to the following:

- Describe the recommended format for transferring information on issued checks from IVH to the FI.
- In your positive pay product, what is the deadline for accepting or rejecting exception items?
- Are images of paid checks available online? For how long?
- Describe FI's disaster recovery plans.
- How will FI handle deposited checks that are returned?
- Describe how training is provided.
- Describe ability to credit (or debit) our account for deletes and reversals.
- Describe ability to initiate adjustments to the appropriate financial institution for those checks that are altered, incorrectly encoded, or incorrectly listed.
- Describe the capability to receive a physical deposit within a 20 mile radius of IVH, Marshalltown.

- Describe ability of Respondent to provide a desktop deposit feature and its ability to handle money orders.

Exhibit 15 – Online Banking/Reporting/Statements

- Describe your online banking/reporting system. Include information available to IVH on a daily, weekly and/or monthly basis.
- Describe your electronic ACH reporting system and its capabilities, including information retention periods, include sample screens and reports showing incoming and outgoing wires and ACH transactions.
- Describe ability to provide an electronic daily report showing ACH credits and debits that have settled, including late spins. Provide identification information provided on these reports.
- Describe electronic balance reporting system.
- Describe monthly bank statement (1st day of the calendar month to the last day of the calendar month) capabilities to include ability to provide downloadable Excel file showing all deposits (in date order), debits, credits, checks paid (in numerical order), ACH transactions and other activity that occurred in the account during the month. Describe ability to indicate any break in the check numbers (for checks not presented that month).
- Describe the ability to document and verify all transaction volumes and charges.
- Describe the ability to provide the Iowa Veterans Home with the following information on all ACH returns and notifications of changes that occur. We must be able to generate a hard copy of this information:
 - Name of federal/state agency and/or company ID that originated the transaction
 - Name of recipient on the original transaction
 - Amount of the returned item and whether it is a debit or credit
 - Recipient's bank account number and routing/transit number of FI returning the transaction
 - Effective date assigned to the original transaction.
 - Return reason

Exhibit 16 –Banking Times

- Include the deadlines for receiving check and cash deposits to be credited to the ledger balance on the same day.
- Include the latest time a deposit can be made at the drive up window.
- Provide a list of branches in Marshalltown, IA.
- Describe the process for counting large cash deposits
 - Typical daily deposit is between 1 and 35 per day.
- Provide what time refused drafts, positive pay exceptions, must be returned to receive credit.
- Attach a copy of your availability schedule and describe how often this is reviewed and revised.

Exhibit 17 – ACH/EDI

- Describe your ACH operations and customer service area, include where it is located.
- Describe your EDI operations and customer service area, include where it is located.
- Provide contact information for ACH and EDI points of contact.
- Describe how you provide information on ACH returns and notifications of change for both transactions initiated from IVH and transactions sent to IVH.
- Average 6 of these transactions a month.
- Describe your ACH reporting system.

- Describe how late spin transmissions are handled.
- Describe any ACH limits.
- Provide samples screens, reports and printouts.
- Describe ability to provide an ACH debit block to the account.

Exhibit 18 – Deposit Adjustments

Information on deposit adjustments, including research and photocopy requests, are very important to the Iowa Veterans Home.

- Provide examples of adjustments and/or research include debits and credits for missing or extra items, requests for debits or credits due to mis-encoded items, and requests for copies of one or more items included in a particular deposit.
- Describe the processes and procedures for handling research and photocopy requests, including turnaround time.
- Describe delivery methods for notices of adjustment, debit and credit advices, check copies, etc.
- Describe the ability for IVH staff to complete research themselves using your research system.
- Describe ability to provide copies of deposited items when requested, research deposit errors, and provide information on these errors, including: amount of error, deposit ticket total and copy of incorrectly encoded check or extra items.

Exhibit 19 – Interest/Fees

- Describe how interest earned and bank fees will be calculated.
- Describe the bank fees and interest earned by each bank account (i.e., Membership, Special Activities, Savings), show a fee and interest schedule that would contain the fees that you would charge and the interest rate earned.
 - Current interest rate is 0.14% on check and 0.15% on savings
- Describe how you can provide a fee analysis statement monthly, stating the detailed listing of fees charged for each account?

Exhibit 20 – Deletes/Reversals

The Iowa Veterans Home often requests that deletes or reversals be done on individual transactions. There is an average of 1-2 reversals a month.

- Describe the process for requesting a deletion or reversal.
- Describe how these transactions will be handled.
- Describe what reports are available regarding deletes/reversals.

Exhibit 21 – Wires

- Describe the wire initiation system available.
- Provide any deadlines for sending and receiving wires.

Exhibit 22 – Check Clearing

Currently, IVH staff pays bills via checks they write. Since implementing a positive pay program, IVH has not had any instances of forged checks.

- Describe positive pay services.
- Describe how you credit each account for all checks in accordance with your availability schedule. Any changes to this schedule need to be sent to IVH in writing.

- Describe how check adjustments are handled, including altered, incorrectly encoded or incorrectly listed.
- Describe how forged checks are handled.
- Provide a contact for forged checks.
- Describe how checks cancelled by IVH will be handled.
- Describe the turnaround time for reimbursement for forged checks.

Exhibit 23 – Security

- Describe in detail any additional security features used to safeguard your accounts and account holder information.
- Describe proposed security measures for IVH to protect the ACH accounts against fraud and operational risks (e.g., duplicate tapes, unauthorized debits).
- Describe security measures to detect and prevent errors or fraud in ACH processing.

Exhibit 24 – Staff

- Describe how ACH staff will promptly and accurately handle requests for information, deletes, reversals, returns, dishonors, traces, and research.
- Describe how promptly EDI staff can respond to problems with EDI transmissions.
- Describe how the staff is dedicated to EDI issues, programming and problem-solving.
- Describe how system outages and technical issues are handled.
- Describe how a dedicated experienced relationship manager is assigned to IVH to handle issues related to the account. Provide resume as an attachment to your response.

Exhibit 25 - Implementation Plan

- Describe recommended implementation strategy including on-site coordination and support services, best practice consulting options and professional services. Identify any third party vendors involved in Respondent’s implementation strategy and describe these relationships. Describe the skills and time required by State of Iowa personnel for initial installation and implementation of the proposed system (on-premise solution). Provide an estimate of State of Iowa staff time required to complete the installation. Describe the documentation provided with the product along with applicable costs for any additional documentation. Describe Respondent’s experience with installations similar in size. Provide an implementation schedule, based on weekly milestones (not dates).

Exhibit 26 - Optional Services

Describe in detail any additional services that you believe would assist IVH in this project. The benefit that is provided to the IVH should be specifically addressed. (Include costs for these items in the Cost Proposal)

Exhibit 27 - Request for Confidentiality

If deemed necessary by the Respondent, the Respondent shall sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

3.3 Cost Proposal (Attachment 7)

The Respondent shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent’s Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars

(including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

- Provide any one time and recurring costs for services. Recurring costs are to be for a 6 year period to cover initial term and extensions to contract.
- Equipment costs.
- Any other costs associated with proposed services.
- Pricing for options.

3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

3.3.1.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 6.7 of the RFP. Respondents must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

3.3.1.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

Respondents shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_a_uthorization_form.pdf

3.3.1.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

3.3.2 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Vendor/Respondent.

3.3.3 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.3.1 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENT
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Overview

The successful Respondent shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Respondent shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the requirements of this RFP or requirements the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

All items listed in this section are Mandatory Requirements. A pass/fail evaluation will be utilized for these requirements. Respondents must indicate either **“yes” or “no”** to each requirement in their Proposals and provide an explanation as to how the requirement is met. By indicating **“yes”** a Respondent agrees that it shall comply with that requirement throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the requirements or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

4.1 Respondent must provide checking services for the Iowa Veterans Home's accounts. This service must include:

4.1.1 Returning all canceled checks (sorted by check number), deposit tickets, memos, etc. on a monthly basis or provide a method of obtaining that information via disk or internet (able to view front and back of checks). Must be able to view and print canceled checks via internet.

4.1.2 Ability to cash our daily cash check in the quantities we designate (normally between \$2,000-\$4,000 in bills and coins).

4.1.3 The funds in this bank account must be fully insured.

4.1.4 Respondent must provide services to aid in the reconciliation of the account.

4.1.4.1 This will require that the FI provide information on cleared checks in an electronic format that must interface between the financial institutions software and the IVH. The electronic format should contain two files. The “Balance File” should contain two records. The first record giving date and balance at the beginning of the period and the second giving date and balance at the end of the period. The “Transaction File” should contain one record for every transaction. This record should provide at a minimum four pieces of

information; transaction type (check, deposit), transaction number (check number), transaction amount and transaction date.

4.1.4.2 The selected FI will work with IVH to develop the interface.

4.1.4.3 All costs associated with the development and any ongoing expenses relating to the interface will be paid by the FI.

4.1.4.4 A copy of all cleared checks, front and back, will be provided in a downloadable format to the IVH on a monthly basis.

4.1.5 Respondent must be able to handle ten digit check numbers.

4.1.6 Respondent must provide checks, deposit slips, and endorsement stamps at no charge for all institutions in the same format as currently used by the IVH.

4.1.7 Respondent must provide a safety deposit box at no charge.

4.1.8 Respondent must provide a ten (10) 12x8 lockable bank deposit bags and/or large deposit carriers to IVH. These will be returned at the end of the contract.

4.1.9 Respondent must have direct access to the check clearing and collection services of the Federal Reserve.

4.1.10 Respondent must pay checks from any and all sources.

4.1.11 Respondent must provide electronic reporting by 8:00 a.m. on each scheduled business day on incoming ACH transactions that will settle to the accounts that period (residents' incomes from various sources). Report must be in standard ACH text format and must include Name, ID#, Status, Amount and Description.

4.1.12 Respondent must automatically present any returned checks IVH deposits again for collection.

4.1.13 Respondent must return for collection all allegedly forged checks, provided check is accompanied by a copy of the affidavit alleging forgery.

4.1.14 Successful Respondent must provide 120 day notice before altering fees.

4.2 Implementation

Upon award of a Contract for services the Agency shall negotiate an implementation schedule with the successful Respondent.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the IVH. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award the Contract whose Responsive Proposal the Agency believes will provide the best value to the IVH.

5.2 Evaluation Committee

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Proposals.

5.3 Overview of Evaluation

All Technical Proposals will be first evaluated to determine if they comply with the Mandatory Requirements and Scored Requirements and meet the minimum score as provided in this section. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. To be deemed a Responsible Respondent and a Responsive Proposal, the Proposal at a minimum must:

- answer "Yes" to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Requirements in that section and
- obtain a minimum score of 450 for the Content and Technical Criteria.

After the Technical Proposals are scored, the evaluation committee will open and score the Cost Proposals.

5.4 Evaluation Criteria

Evaluation of Proposals will be based on the following criteria, which are not listed in any particular order of importance.

Maximum score possible: 1000

5.4.1 Content and Technical Criteria

1. ACH/EDI.
2. Banking times.
3. Check clearing.
4. Deletes/reversals.
5. Deposit adjustments.
6. Experience and demonstrated ability to perform services offered in this proposal.
7. Implementation plan.
8. Interest/fees.
9. Online Banking, Reporting, and Statements.
10. Optional services.
11. Samples.
12. Security.
13. Services.
14. Staff
15. Wires

5.4.2 Cost

The cost proposal for each Respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each Respondent's technical evaluation score.

The technical evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the Respondent in the cost evaluation.

Points Possible for Respondent =
$$\frac{\text{Technical Evaluation Points Received}}{\text{Technical Evaluation Points Possible}} \times \text{Maximum Points in Cost Evaluation}$$

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the points possible for the Respondent. This provides the cost evaluation points awarded.

Cost Evaluation Points Awarded =
$$\frac{\text{Lowest Cost Proposal Received}}{\text{Cost Proposal Being Evaluated}} \times \text{Points Possible for Respondent}$$

For example, suppose there are 10 maximum points in the cost evaluation. A Respondent that receives 100% of the points possible in the technical evaluation has the opportunity to earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the cost proposal is the lowest cost, the full 10 points will be awarded.

However, a Respondent that receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points). If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the Respondent had received the highest technical evaluation score.

SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained at the web-address indicated on the RFP cover sheet, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFP cover sheet will be incorporated into the Contract. The contract terms and conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible rejection of the Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

6.2 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

6.3 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the minimum amounts set forth below.

6.3.1 Contractor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Contractor's insurance shall, among other things, insure against any loss or damage resulting from or related to Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled,

reduced or changed without the Agency’s prior written consent. The State of Iowa and the Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: “It is hereby agreed and understood that the State of Iowa and the Iowa Department of Administrative Services are named as additional insured, and that the coverage afforded to the State of Iowa and the Iowa Department of Administrative Services under this policy shall be primary insurance. If the State of Iowa or the Iowa Department of Administrative Services has other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.” Unless otherwise requested by the Agency, Contractor shall cause to be issued insurance policies with the coverages set forth below:

6.3.2 Type of Insurance

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

6.3.3 Claims Provision

All insurance policies required by this Contract must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

6.3.4 Certificates of Coverage

At the time of execution of this Contract, Contractor shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Contractor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Contractor related to this Contract, certifying that the State of Iowa and the Iowa Department of Administrative Services are named as additional insured on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written

notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Contractor shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy.

6.3.5 Liability of Contractor

Acceptance of the insurance certificates by the Agency shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 6 of this Contract.

6.3.6 Waiver of Subrogation Rights

Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency.

6.3.7 Filing of Claims

In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Contractor shall, at the Agency's request, immediately file a proper claim under such policy. Contractor will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Contractor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Contractor shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments.

6.3.8 Proceeds

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required under Section 6, neither the Contractor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Contractor hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

**Attachment #1
Certification Letter**

(Date) _____

Randall Stapp, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP0217005042- PROPOSAL CERTIFICATIONS

Dear Karl:

I certify that the contents of the Proposal submitted on behalf of **(Name of Respondent)** in response to **Iowa Department of Administrative Services** for RFP0217005042 for Banking Services are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Respondent expressly authorized to make the following certifications in behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2011)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(45) and (46)*.

Respondent also acknowledges that the Agency may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

Name and Title

Attachment #2
Authorization to Release Information Letter

(Date) _____

Randall Stapp, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP0217005042- AUTHORIZATION TO RELEASE INFORMATION

Dear Karl:

(Name of Respondent) hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to (RFP) Number RFP0217005042.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Printed Name of Respondent Organization

Name and Title of Authorized Representative

Date

Attachment #3
Form 22 – Request for Confidentiality

CONTRACTOR NOTE: SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (PROPOSAL) TO THE REQUEST FOR PROPOSAL (RFP). THE FORM IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.

FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

I. Confidential Treatment Is Not Requested

A request for confidential treatment of information contained in our Proposal is not submitted.

Company	RFP Number	RFP Title
Signature	Title	Date

II. Confidential Treatment Is Requested

The below information is to be completed and signed ONLY if Contractor is requesting confidential treatment of any information submitted in its Proposal.

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Contractor shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the RFP for instructions regarding how to request confidential treatment of portions of its Proposal.

NOTE:

- 1 Completion of this Form is the sole means of requesting confidential treatment.**
- 2 A CONTRACTOR MAY NOT REQUEST PRICING PROPOSALS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency’s acceptance of Contractor’s submission does not guarantee the agency will grant Contractor’s request for confidentiality. The Agency may reject Contractor’s Proposal entirely in the event Contractor requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, Contractor must provide the following information:

- 1 Contractor must conspicuously mark confidential material in its Proposal in accordance with the section titled Public Records and Requests for Confidential Treatment. **Check box when completed.**
- 2 Contractor must specifically identify and list the Proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:
 - Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
 - Justify why the material should be kept in confidence.
 - Explain why disclosure of the material would not be in the best interest of the public.
 - Provide the name, address, telephone, and email for the Contractor’s person authorized to respond to inquiries by the Agency concerning the status of confidential materials.

Please provide the information in the table below. Contractor may add additional lines if necessary or add additional pages using the same format as the table below.

RFP Section:	Contractor must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the material as confidential.	Contractor must justify why the material should be kept in confidence.	Contractor must explain why disclosure of the material would not be in the best interest of the public.	Contractor must provide the name, address, telephone, and email for the person at Contractor’s organization authorized to respond to inquiries by the Agency concerning the status of confidential materials.

- 3 Contractor must submit a Public Copy of its Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. **Check box when completed.**

This Form must be signed by the individual who signed the Contractor’s Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

****Failure to provide the information required on this Form may result in rejection of Contractor’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***

****Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal.***

Company

RFP Number

RFP Title

Signature

Title

Date

Department of Administrative Services – Central Procurement Bureau Review
(For Agency use only)

- Contractor's Proposal is rejected as non-compliant because of one or more of the following reasons:
- Contractor's Proposal is rejected due to not submitting a fully completed Form 22 to either request or not request confidential treatment of information.
 - Contractor's Proposal is rejected due to the request to treat the entire response as confidential.
 - Contractor's Proposal is rejected due to the request to treat Proposal pricing as confidential.
 - Contractor requested confidentiality without submitting a **fully completed** Form 22.
 - Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
 - Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
 - Contractor requested confidentiality on material in contravention of the RFP.
 - Other: _____.
- Contractor's submission is accepted.¹

Purchasing Agent Signature

Date

RFP Number

RFP Title

NOTE: Agency's acceptance of Contractor's submission should not be construed as Agency's approval of Contractor's request for confidentiality. Instead, acceptance of Contractor's submission simply means that Agency believes Contractor's Form 22 appears fully completed in accordance with the RFP.

**Attachment #4
Requirements Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) original, two (2) copies of the Bid Proposal and One (1) electronic copy on CD.		
One (1) Public Copy with Confidential Information Excised (optional)		
Technical Proposal		
Exhibit 1 - Transmittal Letter		
Exhibit 2 - Executive Summary		
Exhibit 3 - Firm Proposal Terms		
Exhibit 4 - Respondent Background Information		
Exhibit 5 - Experience		
Exhibit 6 - Financial Information		
Exhibit 7 - Termination, Litigation, and Debarment		
Exhibit 8 - Criminal History and Background Investigation		
Exhibit 9 - Acceptance of Terms and Conditions		
Exhibit 10 - Certification Letter		
Exhibit 11 - Authorization to Release Information		
Exhibit 12 - Mandatory Specifications		
Exhibit 13 – Samples		
Exhibit 14 - Services		
Exhibit 15 – Online Banking/Reporting/Statements		
Exhibit 16 – Banking Times		
Exhibit 17 – ACH/EDI		
Exhibit 18 – Deposit Adjustments		
Exhibit 19 – Interest/Fees		
Exhibit 20 – Deletes/Reversals		
Exhibit 21 – Wires		
Exhibit 22 – Check Clearing		
Exhibit 23 – Security		
Exhibit 24 – Staff		
Exhibit 25 – Implementation Plan		
Exhibit 26 – Optional Services		
Exhibit 27 – Request for Confidentiality		
Cost Proposal – Attachment 7		

Attachment #5

CHAPTER 6

FAIR INFORMATION PRACTICES

[Prior to 8/21/91, see Veterans Affairs Department[841] Ch 4]

[Prior to 1/6/93, see Veterans Affairs Division[613] Ch 4]

The Iowa commission of veterans affairs hereby adopts, with the following exceptions and amendments, the Uniform Administrative Rules pertaining to fair information practices which are printed in the first Volume of the Iowa Administrative Code.

801—6.1(17A,22) Definitions. The commission adopts the definitions in the Uniform Rules with the noted amendments and those additional definitions listed below.

“Agency”. In lieu of the words “(official or body issuing these rules)”, insert “Iowa commission of veterans affairs”.

“Client” means a person who has applied for or receives services or assistance from the agency.

“Custodian” means the agency or person lawfully delegated authority by the agency to act for the agency in implementing Iowa Code chapter 22. For Iowa Veterans Home records, the custodian is the commandant. For all other commission records, the custodian is the executive director.

“Legal representative” means a person recognized by law as standing in the place of or representing the interests of another for one or more purposes. For example, guardians, conservators, attorneys, next-of-kin, executors, or administrators for a deceased person are legal representatives for certain purposes.

“Mental health information” means oral, written, or otherwise recorded information which indicates the identity of a person receiving professional services, as defined in Iowa Code section 228.1(5), and which relates to diagnosis, course, or treatment of the person’s mental or emotional condition. Mental or emotional conditions include mental illness, mental retardation, degenerative neurological conditions, and any other condition identified in professionally recognized diagnostic manuals for mental disorders.

“Substance abuse information” means information which indicates the identity, diagnosis, prognosis or treatment of any person in an alcohol or drug abuse program.

801—6.3(17A,22) Request for access to records.

6.3(1) Location of record. A request for access to a record pertaining to the Iowa Veterans Home should be addressed to the Commandant, Iowa Veterans Home, 1301 Summit, Marshalltown, Iowa 50158-5485. For all other commission records, or if the location of the record is unknown by the requester, the request for access to a record shall be directed to the Executive Director, Camp Dodge, 7700 NW Beaver Drive, Johnston, Iowa 50131-1902. If the request for access to a record is misdirected, agency personnel will promptly forward the request to the appropriate person within the agency.

6.3(2) Office hours. In lieu of the words “(insert customary office hours and, if agency does not have customary office hours of at least thirty hours per week, insert hours specified in Iowa Code section 22.4)”, insert “8 a.m. to 4:30 p.m. daily excluding Saturdays, Sundays and holidays”.

6.3(7) Supervisory fee.

In lieu of the words “(specify time period)”, insert “one-half hour”.

801—6.6(17A,22) Procedure by which additions, dissents, or objections may be entered into certain records.

In lieu of the words “(designate office)”, insert “office of the Iowa commission of veterans affairs”.

801—6.7(17A,22) Consent to disclosure by the subject of a confidential record. To the extent permitted by any applicable provision of law, a person who is the subject of a confidential record may have a copy of the portion of that record concerning the subject disclosed to a third party. A request for such a disclosure must be in writing and must identify the particular record or records that may be disclosed, and the particular person or class of persons to whom the record may be disclosed and the time period during which the record may be disclosed. The person who is the subject of the record and, where applicable, the person to whom the record is to be disclosed, may be required to provide proof of identity.

No confidential information about clients of the agency shall be released without the client's consent, except as provided in rule 6.10(17A,22). Release of information includes:

1. Granting access to or allowing the copying of a record,
2. Providing information either in writing or orally, or
3. Acknowledging information to be true or false.

6.7(1) Forms.

a. General. Agency forms are to be used for releases by the subject as noted below. However, information may be released with authorization on a form from another source providing that such meets the requirements of law.

b. Obtaining information from a third party. The Iowa Veterans Home is required to obtain information to establish eligibility, provide services and determine charges. Requests to third parties for this information involve release of confidential identifying information about clients. Consent to Release of Information, Form 475-0859, is used for releases by the subject.

c. Disclosure of information to a third party. At the request of the subject, the Iowa Veterans Home releases information to third parties. Form 475-0859, Consent to Release of Information, or Form 475-0700, Release of Condition Information, is used, depending on the nature of the authorization.

d. Mental health and substance abuse information. Mental health or substance abuse information can be released only by completion of the specific authorization section of Form 475-0859 or a similar form from another source that meets the requirements of law.

e. Photographs or videotapes. Form 475-1073, Authorization to Take and Use Photographs/Videotapes, is used for permission to use photographs or videotapes for the purposes specified on the form.

6.7(2) Exceptions to use of forms.

a. Counsel. Appearance of counsel before the agency on behalf of a person who is the subject of a confidential record is deemed to constitute consent for the agency to disclose records about that person to the person's attorney.

b. Public official. A letter from the subject to a public official which seeks the official's intervention on behalf of the subject in a matter that involves the agency shall be treated as an authorization to release information. The agency shall release sufficient information about the subject to the official to resolve the matter.

c. Medical emergency. Agency staff may authorize release of confidential information to medical personnel in a medical emergency if the subject is unable to give or withhold consent. As soon as possible after the release of information, the subject shall be advised of the release.

d. Abuse information. Consent to release information is not required to report suspected dependent adult abuse.

6.7(3) Consent by subject's legal representative.

a. Exercise of right. The subject's rights under this rule may also be exercised by the subject's legal representative, except as provided in paragraph 6.7(3)"b."

b. Exceptions.

(1) Scope of authority. Legal representatives may act only within the scope of their authority. For

example, court-appointed conservators and protective payees appointed by an agency shall have access to and authority to release the following information only:

1. Name and address of client.
2. Amounts of assistance or type of financial services received.
3. Information about the economic circumstances of the client.

(2) Substance abuse information. Only the subject can consent to the disclosure of substance abuse information, regardless of the subject's age or condition.

(3) Failure to act in good faith. If the agency has reason to believe that the legal representative is not acting in good faith in the best interests of the subject, the agency may refuse to release information on the authorization of the legal representative.

801—6.8(17A,22) Notice to suppliers of information. When the agency requests a person to supply information about that person, the agency shall notify the person of the use that will be made of the information, which persons outside the agency might routinely be provided this information, which parts of the requested information are required and which are optional, and the consequences of a failure to provide the information requested. This notice may be given in these rules, on the written form used to collect the information, on a separate fact sheet or letter, in brochures, in formal agreements, in contracts, in handbooks, in manuals, verbally, or by other appropriate means.

The notice shall generally be given at the first contact with the agency and need not be repeated at every following contact. Where appropriate, the notice may be given to a person's legal representative. Notice may be withheld in an emergency.

In general, the agency requests information to determine eligibility, to determine changes for services, to provide appropriate services or treatment, and to perform administrative functions. Information is routinely shared outside the agency when required by rules or law. Consequences of failure to provide information include ineligibility for services, denial of services, or provision of inadequate services.

801—6.9(17A,22) Release to subject. The agency shall release confidential records to the subject of the record, except as otherwise noted.

6.9(1) The agency need not release the following records to the subject:

a. Records need not be disclosed to the subject when they are the work product of an attorney or are otherwise privileged.

b. The identity of a person providing information to the agency need not be disclosed directly or indirectly to the subject of the information when the information is authorized to be held confidential pursuant to Iowa Code section 22.7(18) or other provision of law.

c. Peace officers' investigative reports may be withheld from the subject, except as required by the Iowa Code. (See Iowa Code section 22.7(5).)

d. The agency may withhold information as otherwise authorized by law.

6.9(2) Where a record has multiple subjects with interest in the confidentiality of the record, the agency may take reasonable steps to protect confidential information relating to another subject.

801—6.10(17A,22) Disclosure without consent of the subject. Open records are routinely disclosed without consent of the subject. To the extent allowed by law, disclosure of confidential records may occur without consent of the subject or the subject's legal representative. The custodian of the record shall determine what constitutes legitimate need to use confidential records.

6.10(1) Internal use. Confidential information may be disclosed to employees and agents of the agency as needed for the performance of their duties. The custodian of the record shall determine what constitutes legitimate need to use confidential records.

People affected by this rule include:

- a. Field work or practicum students, participants of work placement programs and volunteers working under the direction of the agency.
- b. Commission members.
- c. Consultants to the agency.
- d. Policy review and advisory committees.

6.10(2) *Medical emergency.* Confidential information may be disclosed in a medical emergency if the subject is unable to give or withhold consent in accordance with paragraph 6.7(2)“c.”

6.10(3) *Audits.* Information concerning revenues and expenditures is released to staff of the state executive and legislative branch who are responsible for ensuring that public funds have been managed correctly. Information is also released to auditors from federal agencies that provide program funds.

6.10(4) *Accreditation and regulatory surveys.* Information is provided to staff of applicable accreditation, licensure and other applicable agencies in the course of surveys or investigations regarding compliance with regulations and standards.

6.10(5) *Release to court.* Information is released to the court as required by law.

6.10(6) *Research.* Information that does not identify individual clients may be disclosed for research purposes with consent of the custodian responsible for the record. Requests to do research involving records of the Iowa Veterans Home shall be approved by the Iowa Veterans Home Research Review Committee.

6.10(7) *Required by law.* Information is shared with other agencies without a contract or written agreement where state or federal law or regulations require it.

6.10(8) *Imminent harm.* Information may be released to an individual or the police, or both, pursuant to a showing of compelling circumstances affecting the health or safety of a client or any other individual. Notice of disclosure is transmitted to the last-known address of the subject.

6.10(9) *Law violation.* Disclosure of information indicating an apparent violation of the law will be released to appropriate enforcement authorities.

6.10(10) *Specific authorization.* Any disclosure specifically authorized by the statute under which the record was collected or maintained will be made in accordance with the statute.

801—6.11(17A,21,22) Availability of records.

6.11(1) *General.* Agency records are open for public inspection and copying unless otherwise provided by rule or law.

6.11(2) *Confidential records.* The following records may be withheld from public inspection. Records are listed by category, according to the legal basis for withholding them from public inspection.

- a. Sealed bids received prior to the time set for public opening of bids. (Iowa Code section 72.3)
- b. Tax records made available to the agency. (Iowa Code section 422.20)
- c. Records which are exempt from disclosure.
- d. Minutes of closed meetings of a government body.
- e. Identifying details in final orders, decisions, and opinions to the extent required to prevent a clearly unwarranted invasion of personal privacy or trade secrets.
- f. Those portions of agency staff manuals, instructions, or other statements issued which set forth criteria or guidelines to be used by agency staff in auditing, in making inspections, in settling commercial disputes or negotiating commercial arrangements, or in the selection or handling of cases, such as operational tactics or allowable tolerances or criteria for the defense, prosecution or settlement of cases, when disclosure of these statements would:

- (1) Enable law violators to avoid detection;
- (2) Facilitate disregard of requirements imposed by law; or
- (3) Give a clearly improper advantage to persons who are in an adverse position to the agency.

g. Records which constitute attorney work product, attorney-client communications, or which are otherwise privileged. (Iowa Code section 622.10)

h. Hospital records, medical records, and professional counselor records of the condition, diagnosis, care, or treatment of clients or former clients of the commission.

i. Circulation records of the Iowa Veterans Home library.

j. Any other records made confidential by law.

6.11(3) Authority to release confidential records. The agency may have discretion to disclose some confidential records which are exempt from disclosure under Iowa Code section 22.7 or other law. Any person may request permission to inspect records withheld from inspection under a statute which authorizes limited or discretionary disclosure as provided in rule 6.4(17A,22). If the agency initially determines that it will release such records, the agency may, where appropriate, notify interested parties and withhold the record from inspection as provided in subrule 6.4(3).

This rule is intended to implement Iowa Code chapters 17A, 21 and 22.

801—6.12(17A,22) Personally identifiable information. This rule describes the nature and extent of personally identifiable information which is collected, maintained, and retrieved by the agency by personal identifier in record systems as defined in rule 6.1(17A,22). For each record system, this rule describes the legal authority for the collection of that information, the means of storage of that information, and indicates whether a data processing system matches, collates, or permits the comparison of personally identifiable information in one record system with personally identifiable information in another record system. The record systems maintained by the agency are:

6.12(1) Prisoner of war registry. These records are collected under the authority of Iowa Code section 35A.2(1). They are maintained in hard copy by the agency. Requests for these records should be referred to the executive director.

6.12(2) Military graves registration. These records are collected under the authority of Iowa Code section 35A.3(11). They are maintained in hard copy by the agency, on Iowa Form 582-1002, CPE-94252. Requests for these records should be referred to the executive director.

6.12(3) World War I, World War II, Korea, Vietnam veterans bonus. These records are collected under the authority of Iowa Code section 35A.3(5). They are maintained in hard copy by the agency. Requests for these records should be referred to the executive director.

6.12(4) Iowa women veterans. These listings of all women veterans residing in Iowa are collected under the authority of Iowa Code section 35A.3(5). The records are maintained in hard copy format. Requests for these records should be referred to the executive director.

6.12(5) Members, directors—county commission of veterans affairs. These listings of current mailing addresses of all Iowa county commission members and directors are collected under the authority of Iowa Code section 35A.3(8). The records are maintained in hard copy format. Requests for these records should be referred to the executive director.

6.12(6) Iowa war orphans Act bonus applications. These listings are award applications and bonus payments from the War Orphans Educational Fund and are collected in accordance with Iowa Code section 35A.2(3) and maintained in hard copy format. Requests for these records should be referred to the executive director.

6.12(7) Iowa Korean War Memorial Fund. This listing consolidates contributions of all funds received for the Iowa Korean War Memorial authorized by the governor's directive of August 1986. These records are maintained in hard copy format. Requests for these records should be referred to the executive director.

6.12(8) Reserved.

6.12(9) DD Form 214, Notification of Separation from Service. This listing provides information to the state on individuals separating from active military service in the armed forces. It is used routinely to

establish entitlement by the veteran to county, state and federal benefits such as hospitalization and educational assistance. Request for verification of service should be addressed to the executive director.

6.12(10) Iowa Veterans Home client case records. Iowa Veterans Home client records contain identifying information, demographic information, financial information, clinical assessment and care information and related documentation. Some of this information is maintained on microfilm. Automated data processing associated with Iowa Veterans Home client records include admission and discharge systems, billing systems, client banking system, and selected client data systems. Requests for these records should be referred to the commandant. Legal authority for collection of this information and applicable determinations regarding confidentiality are found in Iowa Code section 22.7 and chapters 35D, 222, 228, and 229. Requests for information from these records should be referred to the commandant.

6.12(11) Personnel files. The agency maintains files containing information about employees, families and dependents, and applicants for positions with the agency. The files include payroll records, biographical information, medical information relating to disability, performance reviews and evaluations, disciplinary information, information required for tax withholding, information concerning employee benefits, affirmative action reports, and other information concerning the employer-employee relationship. Some of this information is confidential under Iowa Code sections 22.7(11) and 22.7(18).

801—6.13(17A,22) Other groups of records. This rule describes groups of records maintained by the agency other than record systems defined in rule 6.1(17A,22). These records are routinely available to the public. However, the agency's files of these records may contain confidential information, as discussed in rule 6.7(17A,22). In addition, the records may contain information about individuals.

6.13(1) Rule making. Rule-making records may contain information about individuals making written or oral comments or proposed rules. This information is collected pursuant to Iowa Code section 17A.4. This information is not stored in an automated data processing system.

6.13(2) Iowa commission of veterans affairs meeting records. Agendas, minutes, and materials deliberated by the commission are available from the executive director. Commission records contain information about people who participate in meetings. This information is collected pursuant to Iowa Code section 21.3. This information is not retrieved by personal identifier nor stored on an automated data processing system.

6.13(3) Publications. News releases, literature, and reports regarding the Iowa commission of veterans affairs, newsletters from various veterans associations or from the federal government are available from the executive director. News releases, literature, reports regarding the Iowa Veterans Home are available from the commandant. Agency news releases, project reports, and newsletters may contain information about individuals, including agency staff or members of agency committees. This information is not retrieved by individual identifier and is not currently stored on an automated data processing system.

6.13(4) All other records that are not exempted from disclosure by law.

801—6.14(17A,22) Data processing system. Data processing systems used by this agency do not permit the comparison of personally identifiable information in one record system with personally identifiable information in another system.

801—6.15(17A,22) Applicability. This chapter does not:

1. Require the agency to index or retrieve records which contain information about the individuals by that person's name or other personal identifier.
2. Make available to the general public records which would otherwise not be available under the

public records law, Iowa Code chapter 22.

3. Govern the maintenance or disclosure of, notification of or access to, records in possession of the agency which are governed by regulations of another agency.

4. Apply to grantees, including local governments or subdivisions thereof, administering state-funded programs, unless otherwise provided by law or agreement.

5. Make available records compiled by the agency in reasonable anticipation of court litigation or formal administrative proceedings. The availability of such records to the general public or to any subject individual or party to such litigation or proceedings shall be governed by applicable legal and constitutional principles, statutes, rules of discovery, evidentiary privileges and applicable regulations of the agency.

These rules are intended to implement Iowa Code chapter 22.

[Filed 4/29/88, Notice 3/23/88—published 5/18/88, effective 6/22/88]

[Filed emergency 8/5/91—published 8/21/91, effective 8/21/91]

[Filed emergency 12/18/92—published 1/6/93, effective 1/1/93]

[Filed 12/19/96, Notice 10/23/96—published 1/15/97, effective 2/19/97]

Attachment #6

Iowa Veterans Home Business Associate Agreement (BAA)

THIS Business Associate Agreement ("BAA") supplements and is made a part of the Contract (hereinafter, the "Underlying Agreement") between the Iowa Veterans Home (the "Agency") and the Contractor (the "Business Associate").

1. Purpose.

The Business Associate performs certain services on behalf of or for the Agency pursuant to the Underlying Agreement that may include the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the HIPAA Rules (collectively "HIPAA"). The parties to the Underlying Agreement are entering into this BAA to establish the responsibilities of both parties regarding Protected Health Information and to bring the Underlying Agreement into compliance with HIPAA.

2. Definitions.

The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclose, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- a. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. § 160.103, and in reference to the party to this BAA, shall mean the Contractor.
- b. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this BAA shall mean the portion of the Agency, which is a "hybrid" entity under HIPAA, that fall under the purview of HIPAA.
- c. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 64.

3. Obligations and Activities of Business Associate.

The Business Associate agrees to:

- a. Not Use or Disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to the Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410, and any

- Security Incident of which it becomes aware in accordance with subsection 7, below;
- d* In accordance with 45 C.F.R. § 164.502(e)(l)(ii) and 45 C.F.R. § 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
 - e.* Make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.524;
 - f* Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.526;
 - g.* Maintain and promptly make available, as directed by the Covered Entity, the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528;
 - h.* Immediately (i.e., within 72 hours) forward any request that the Business Associate receives directly from an Individual who (1) seeks access to Protected Health Information held by the Business Associate pursuant to this BAA, (2) requests amendment of Protected Health Information held by the Business Associate pursuant to this BAA, or (3) requests an accounting of Disclosures, so that the Covered Entity can coordinate the response;
 - i.* To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
 - j.* Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. Permitted Uses and Disclosures by the Business Associate.

- a.* The Business Associate may Use or Disclose Protected Health Information received in relation to the Underlying Agreement as necessary to perform the services set forth in the Underlying Agreement.
- b.* The Business Associate is not authorized to de-identify Protected Health Information in accordance with 45 C.F.R. § 164.514(a)-(c) unless expressly authorized to do so in writing by the Covered Entity's Security and Privacy Officer.
- c.* The Business Associate agrees to make Uses and Disclosures and Requests for Protected Health Information consistent with the Covered Entity's Minimum Necessary policies and procedures.
- d* The Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

- e. The Business Associate may Use or Disclose the Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been Breached.

5. Obligations of the Covered Entity.

- a. The Covered Entity will notify the Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect the Business Associate's Use or Disclosure of Protected Health Information.
- b. The Covered Entity will notify the Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect the Business Associate's Use or Disclosure of Protected Health Information.
- c. The Covered Entity shall notify the Business Associate of any restriction on the Use or Disclosure of Protected Health Information that the Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's Use or Disclosure of Protected Health Information.

6. Permissible Requests by the Covered Entity.

The Covered Entity shall not request the Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

7. Breach Notification Obligations of the Business Associate.

In the event that the Business Associate discovers a Breach of Unsecured Protected Health Information, the Business Associate agrees to take the following measures immediately (i.e., within 72 hours) after the Business Associate first discovers the incident:

- a. To notify the Covered Entity of any Breach. Such notice by the Business Associate shall be provided without unreasonable delay, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of this BAA, the Business Associate is deemed to have discovered the Breach as of the first day on which such Breach is known to the Business Associate or by exercising reasonable diligence, would have been known to the Business Associate, including any person, other than the Individual committing the Breach, that is a workforce member or agent of the Business Associate;
- b. To include to the extent possible the identification of the Individuals whose Unsecured Protected Health Information has been, or is reasonably believed to have

been, the subject of a Breach;

- c. To complete and submit the Information Security Data Breach Incident Report form located on the Agency's website at <http://www.dhs.state.ia.us/Consumers/Health/HIPAA/Home.html>; and
- d. To draft a letter for the Covered Entity to utilize to notify the Individuals that their Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach. The draft letter must include, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv. A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate harm, and to protect against any further Breaches; and
 - v. Contact procedures for Individuals to ask questions or learn additional information, which shall include Covered Entity contact information, including a toll-free telephone number, an e-mail address, web site, or postal address.

8. BAA Administration.

- a. *Term and Termination.* This BAA is effective on the date of its incorporation into the Underlying Agreement. The Covered Entity may terminate this BAA for cause if the Covered Entity determines that the Business Associate or any of its Subcontractors or agents has breached a material term of this BAA. The Covered Entity will provide written notice to the Business Associate requesting that the Business Associate remedy the breach within the time frame provided in the notice. The remedy time frame provided the Business Associate will be consistent with the severity of the breach. The Covered Entity reserves the right to terminate the BAA without notice in the event that the Covered Entity determines, in its sole discretion, that notice is either infeasible or inappropriate under the circumstances. Expiration or termination of either the Underlying Agreement or this BAA shall constitute expiration or termination of the corresponding agreement.
- b. *Obligation to Return PHI, Destroy PHI, or Extend Protections to Retained PHI* Upon expiration or termination of this BAA for any reason, the Business Associate shall return to the Covered Entity or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, that the Business Associate still maintains in any form. Return or destruction of Protected Health Information shall take place in accordance with the requirements for such return or destruction as set forth in the Underlying Agreement or

as otherwise directed by the Covered Entity. The Business Associate shall retain no copies of the Protected Health Information unless such return or destruction is not feasible. If return or destruction of the Protected Health Information is not feasible, upon expiration or termination of this BAA, the Business Associate shall:

- ii. Retain only that Protected Health Information that is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities to the extent Required By Law;
 - iii. Return to the Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 - iv. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as the Business Associate retains the Protected Health Information;
 - v. Not Use or Disclose the Protected Health Information retained by the Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in subsection 4(e) above under "Permitted Uses and Disclosures by the Business Associate" which applied prior to termination; and
 - vi. Return to the Covered Entity or destroy the Protected Health Information retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.
- c. *Compliance with Confidentiality Laws.* The Business Associate acknowledges that it must comply with all applicable laws that may protect the Protected Health Information or other patient information received and will comply with all such laws, which include but are not limited to the following:
- i. Medicaid applicants and recipients: 42 U.S.C. § 1396a (a)(7); 42 C.F.R. §§ 431.300 - .307; Iowa Code§ 217.30;
 - ii. Mental health treatment: Iowa Code chapters 228, 229;
 - iii. HIV/AIDS diagnosis and treatment: Iowa Code§ 141A.9; and
 - iv. Substance abuse treatment: 42 U.S.C. § 290dd-2; 42 C.F.R. part 2; Iowa Code§§ 125.37, 125.93.
 - v. Consumer personal information: Iowa Code ch. 715C.
- d. *Financial Obligations for Breach Notification.*
- i. To the extent that the Business Associate is a governmental agency subject to the provisions of Iowa Code § 679A.19, any dispute between the Contractor and the Agency, including but not limited to the incursion of any costs, liabilities, damages, or penalties related to the Business Associate's breach of this BAA, shall be submitted to a board of arbitration in accordance with Iowa Code§ 679A.19.

- ii. To the extent that the Business Associate is not subject to the provisions of Iowa Code § 679A.19, the Business Associate shall defend, indemnify, and hold harmless the Covered Entity from costs, liabilities, damages, or penalties incurred as a result the Business Associate or any Subcontractor's breach of this BAA, the Underlying Agreement, or conduct of the Business Associate or the Business Associate's Subcontractor that is not in compliance with 45 C.F.R. Part 164, subpart E. Such liability shall not attach to disclosures made at the express written direction of the Covered Entity.
 - iii. The Business Associate's obligations under this subsection 8(d) are not limited to third-party claims but shall also apply to claims by the Covered Entity against the Business Associate.
- e. Amendment.* The Covered Entity may amend the BAA from time to time by posting an updated version of the BAA on the Agency's website at: <http://www.dhs.state.ia.us/Consumers/Health/HIPAA/Home.html>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Covered Entity of its non- acceptance in accordance with the Notice provisions of the Contract within 30 days of the Covered Entity's notice referenced herein. Any agreed alteration of the then cmTent Covered Entity BAA shall have no force or effect until the agreed alteration is reduced to a Conh-act amendment and signed by the Contractor, Agency Director, and the Agency Security and Privacy Officer.
- f Survival.* All obligations of the Agency and the Business Associate incurred or existing under this BAA as of the date of expiration or termination will survive the expiration or termination of this BAA.
- g. No Third Party Beneficiaries.* There are no third party beneficiaries to this BAA between the parties. The Underlying Agreement and this BAA are intended to only benefit the parties to the BAA.
- h. Miscellaneous.*
- i. Regulatory References.* A reference in this BAA to a section in the HIPAA Rules means the section as it may be amended from time to time.
 - ii. Interpretation.* Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
 - iii. Applicable Law.* Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the same internal laws as that of the Underlying Agreement.

Attachment #7 – Cost Proposal
FEES CHARGED AND INTEREST

		February	March	April	UNIT PRICE
	DESCRIPTION	VOLUME	VOLUME	VOLUME	
Membership Acct	FDIC INSURANCE CHARGE	388.67	380.05	312.29	
	ACCT MAINTENANCE	1.00	1.00	1.00	
	DEBITS POSTED	25.00	16.00	4.00	
	POST VERIFY DEPOSIT (per deposit fee for deposits made in a Wells Fargo Store by customers who use Stagecoach Deposit Post Verify)	24.00	24.00	22.00	
	DEPOSITED CHECKS - ON US	56.00	52.00	47.00	
	DEPOSITED CHECKS	64.00	73.00	234.00	
	CHANGE ORDER CHARGE-BRANCH/STORE	19.00	24.00	21.00	
	ROLLED COIN ORDERED - BRANCH/STORE	138.00	231.00	178.00	
	CURRENCY ORDERED/\$1 - BRANCH/STORE	38,755.00	37,904.00	39,437.00	
	POSITIVE PAY EXCEPTION-CHECK RTND	1.00	2.00	1.00	
	POSITIVE PAY ONLY MONTHLY BASE	1.00	1.00	1.00	
	POSITIVE PAY ONLY - ITEMS ONLINE DEP DETAIL & IMAGES (charge per item for accessing deposit or returned item images through Business Online Banking)	0.00	12.00	13.00	
	IMAGE PAID CHECK MONTHLY BASE (fixed monthly maintenance charge per CD setup on Paid Check WellsImage Media)	1.00	1.00	1.00	
	IMAGE PAID CHECK PER CD (Charge for each CD ROM)	1.00	1.00	1.00	
	DDA CHECKS PAID	509.00	622.00	503.00	
	IMAGE SEARCH	0.00	17.00	3.00	
	IMAGE PAID CHECK PER ITEM (charge for creating an image of each physical item requested by the customer)	604.00	509.00	622.00	
	REGISTER INPUT – ITEM (Per item for ARP registers manually entered or imported to the bank.)	874.00	1,440.00	1,613.00	
	ARP AGED ISSUE RECORDS ON FILE-ITEM (per item fee for maintaining issue records after 60 days)	96.00	76.00	56.00	
	ARP STMT & RPTS MONTHLY BASE (example, Attachment E)	1.00	1.00	1.00	
	ELECTRONIC CREDITS POSTED	952.00	1,291.00	675.00	
	ACH RECEIVED ITEM	996.00	1,324.00	694.00	
	SMART DECISION ACH TRANSIT	108.00	108.00	108.00	

(per item charge for ACH Transit One Day Items originated with the Smart Decision Service through Wells Fargo Store)				
ACH FRAUD FILTER REVIEW MO BASE	2.00	2.00	2.00	
ACH FRAUD FILTER REVIEW - ITEM RECEIVABLES MANAGER	2.00	2.00	2.00	
OUTGOING TRANS (Per transmission for Receivables Manager and E-Box transmissions)	16.00	18.00	15.00	
RECEIVABLES MANAGER RECVD ADDENDA (per item charge assessed on each addenda record item received for reporting to a customer through Receivables Manager)	470.00	697.00	214.00	
RECEIVABLES MANAGER MONTHLY BASE (file created when IVH receives Direct Deposits in order to manage each resident's balance separately)	1.00	1.00	1.00	
EDI PMT DETAIL SUBSC MO BASE (monthly maint. Charge per account)	1.00	1.00	1.00	
EDI PMT DETAIL – ITEM (per detail charge for EDI detail items reported)	1,832.00	3,742.00	532.00	
RECEIVABLES MGR PER ITEM-ACH (per item charge assessed on each ACH item received for reporting to a customer through Receivables Manager)	983.00	1,316.00	689.00	
EVENT MESSAGING SERVICE – EMAIL (daily email indicating if any exceptions to positive pay file)	21.00	23.00	20.00	
BASIC BANKING - MONTHLY BASE (monthly fee for account and online utilization)	1.00	1.00	1.00	
BASIC BANKING ADDL ACCT-MO BASE	1.00	1.00	1.00	
OTHER FEES (Please identify rate and quantity based on)				

Special Activities Acct	FDIC INSURANCE CHGE	902.81	1,201.63	981.41	
	ACCT MAINTENANCE	1.00	1.00	1.00	
	STORE/NIGHT DROP DEPOSIT	17.00	18.00	2.00	
	DEPOSITED CHECKS - ON US	67.00	88.00	66.00	
	DEPOSITED CHECKS	291.00	356.00	239.00	
	CASH DEP/\$1 VER AT TELLER WINDOW	23,700.00	26,643.00	4,915.00	
	CHANGE ORDER CHARGE-BRANCH/STORE	3.00	1.00	1.00	
	ROLLED COIN ORDERED - BRANCH/STORE	50.00	50.00	20.00	
	CURRENCY ORDERED/\$1 - BRANCH/STORE	3,658.00	1,800.00	0.00	

Attachment #8

Iowa Veterans Home Bank Fees Charged

ACCOUNT NUMBER	AFP CODE	DESCRIPTION	UNIT PRICE	VOLUME
Membership	00 0230	RECOUPMENT MONTHLY IB	0.00000	303.05
Membership	01 0010	ACCT MAINTENANCE CHEXSTOR-PLUS	0.00000	1.00
Membership	01 0100	DEBITS POSTED	0.00000	12.00
Membership	01 0310	DDA STATEMENT - PAPER	0.00000	1.00
Membership	10 0000	POST VERIFY DEPOSIT	0.00000	24.00
Membership	10 0220	DEPOSITED CHECKS - ON US	0.00000	57.00
Membership	10 0223	DEPOSITED CHECKS	0.00000	98.00
Membership	10 0000	POST VERIFY CASH DEPOSITED	0.00000	14,000.00
		PER CHANG ORDER FEE IN		
Membership	10 0048	BRANCH/STORE	0.00000	18.00
		ROLLED COIN ORDERED IN		
Membership	10 0048	BRANCH/STORE	0.00000	151.00
Membership	10 0048	CASH ORDERED IN BRANCH/STORE	0.00000	36,489.00
Membership	15 0723	POSITIVE PAY EXCEPTION - CEO IMAGE	0.00000	2.00
		POSITIVE PAY EXCEPTION CHECKS		
Membership	15 0129	RETND	0.00000	2.00
Membership	15 0030	POSITIVE PAY ONLY MONTHLY BASE	0.00000	1.00
Membership	15 0120	POSITIVE PAY ONLY - ITEM	0.00000	539.00
Membership	15 1350	ONLINE DEP DETAIL & IMAGES - BOB	0.00000	6.00
		WELLSIMAGE PAID CHECK MONTHLY		
Membership	15 1350	BASE	0.00000	1.00
Membership	15 1353	WELLSIMAGE PAID CHECK PER CD	0.00000	1.00
Membership	15 0100	DDA CHECKS PAID	0.00000	589.00
Membership	15 0400	CEO SEARCH	0.00000	2.00
Membership	15 1399	WELLSIMAGE PAID CHECK PER ITEM	0.00000	503.00
Membership	20 0200	CEO REGISTER INPUT - ITEM	0.00000	1,283.00
		ARP AGED ISSUE RECORDS ON FILE-		
		ITEM		
Membership	20 9999	ITEM	0.00000	57.00
Membership	20 0399	POSITIVE PAY EXCEPTIONS - ITEM	0.00000	2.00
Membership	20 0305	CEO ARP STMT & RPTS MONTHLY BASE	0.00000	1.00
Membership	25 0703	CEO ACH HYP ITM DET INQ - PER ITEM	0.00000	2.00
Membership	25 0201	ELECTRONIC CREDITS POSTED	0.00000	938.00
Membership	25 0202	ACH RECEIVED ITEM	0.00000	981.00
Membership	25 0102	SMART DECISION ACH TRANSIT	0.00000	130.00
		ACH CEO FRAUD FILTER REVIEW MO		
Membership	25 1050	BASE	0.00000	2.00
Membership	25 1053	ACH CEO FRAUD FILTER REVIEW - ITEM	0.00000	1.00
Membership	30 0200	REC MGR OR E-BOX TRANSMISSION	0.00000	20.00
		RECEIVABLES MANAGER RECVD		
Membership	30 0200	ADDENDA	0.00000	465.00
		RECEIVABLES MANAGER MONTHLY		
Membership	30 0010	BASE	0.00000	1.00
Membership	30 0524	CEO EDI PMT DETAIL SUBSC MO BASE	0.00000	1.00
Membership	30 0524	CEO EDI PMT DETAIL - ITEM	0.00000	1,331.00
Membership	30 0200	RECEIVABLES MANAGER ACH ITEM	0.00000	965.00
		CEO EVENT MESSAGING SERVICE -		
Membership	40 02ZZ	EMAIL	0.00000	23.00

Membership	40 0002	CEO BASIC BANKING - MONTHLY BASE	0.00000	1.00
Membership	40 0002	CEO BASIC BANKING ADDL ACCT-MO BASE	0.00000	1.00
Special Activities	00 0230	RECOUPMENT MONTHLY IB	0.00000	903.56
Special Activities	01 0010	ACCT MAINTENANCE CHEXSTOR-PLUS	0.00000	1.00
Special Activities	01 0100	DEBITS POSTED	0.00000	1.00
Special Activities	01 0310	DDA STATEMENT - PAPER	0.00000	1.00
Special Activities	10 0000	POST VERIFY DEPOSIT	0.00000	26.00
Special Activities	10 0220	DEPOSITED CHECKS - ON US	0.00000	86.00
Special Activities	10 0223	DEPOSITED CHECKS	0.00000	353.00
Special Activities	10 0000	CASH DEPOSITED IN BRANCH/STORE	0.00000	1,931.00
Special Activities	10 0000	POST VERIFY CASH DEPOSITED	0.00000	32,968.00
Special Activities	10 0000	COIN BAG DEPOSIT IN BRANCH/STORE PER CHANG ORDER FEE IN BRANCH/STORE	0.00000	3.00
Special Activities	10 0048	ROLLED COIN ORDERED IN BRANCH/STORE	0.00000	6.00
Special Activities	10 0048	CASH ORDERED IN BRANCH/STORE	0.00000	56.00
Special Activities	10 0400	RETURN ITEM - CHARGEBACK	0.00000	8,389.00
Special Activities	10 0402	RETURN ITEM REDEPOSITED	0.00000	1.00
Special Activities	15 0100	DDA CHECKS PAID	0.00000	1.00
Special Activities	15 1399	WELLSIMAGE PAID CHECK PER ITEM	0.00000	89.00
Special Activities	25 0201	ELECTRONIC CREDITS POSTED	0.00000	58.00
Special Activities	25 0202	ACH RECEIVED ITEM	0.00000	25.00