BOC-21-039



**INFORMAL COMPETITIVE SOLICITATION**

**for**

**Process Service in Dubuque and Surrounding Counties**

**INTRODUCTION**

In accordance with the informal competition procedures provided for in 11 Iowa Administrative Code rule 118.9, the Department of Human Services, Bureau of Collections (Agency) is seeking a process server to provide legal process service of State of Iowa documents in the Iowa counties of Dubuque, Jackson, and Jones; as well as Grant County, Wisconsin, and Jo Daviess County, Illinois. This will assist the Agency in establishing and enforcing court orders for paternity, child support, and medical support.

The Agency anticipates awarding a one (1)-year contract, effective June 1, 2021. The Agency will have the sole option to renew the contract with the Contractor for a total of five (5) additional one-year terms. Any contract resulting from this Informal Competitive Solicitation shall not be an exclusive contract.

**Proposals and any other communications shall not be delivered in-person. Rather, they must be sent via physical mail, email, or fax.** If a proposal is sent via email, Bidders should follow up with a **separate** email to the issuing officer to ensure that the proposal was received.

If a proposal is sent via physical mail, Bidders must allow for mail time in order for the Agency to receive proposals by the deadline. Bidders shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Bidder’s responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency. Bid Proposals shall be sent to:

Tim Wiltfang

400 SW 8th St., Suite H

Des Moines, IA 50309

[twiltfa@dhs.state.ia.us](mailto:twiltfa@dhs.state.ia.us)

Fax: 515-242-5514

The Agency reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this Informal Competitive Solicitation at any time prior to the execution of the written contract.

All information submitted by a Bidder may be treated as a public record by the Agency unless the Bidder properly requests that the information be treated as confidential information in accordance with the public records laws of the State of Iowa at the time its proposal is submitted.

The costs of preparation and delivery of the bid proposal are solely the responsibility of the Bidder.

By submitting a proposal, the Bidder 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 and represents that such copying will not violate the rights of any third party.

By submitting a proposal, the Bidder agrees that it will not bring any claim or have any cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this Informal Competitive Solicitation.

**TIMETABLE**

The dates set forth below are for informational planning purposes only. The Agency reserves the right to change the dates:

3/31/2021 Submit Informal Competitive Solicitation to TSB web page

4/2/2021 Submit Informal Competitive Solicitation to three potential Bidders

4/16/2021 Proposals due by 3:00 pm Central time

5/7/2021 Select successful Bidder

6/1/2021 Contract effective date

1.1 DEFINITIONS

Definitions in this section correspond with capitalized terms.

***“Agency”*** means the Iowa Department of Human Services.

***“Agency Information”*** means any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency’s behalf in the course of the performance of this Contract.

***“Bid Proposal”*** or ***“Proposal”*** means the Bidder’s proposal submitted in response to this Informal Competitive Solicitation.

***“Business Days”*** means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding the holidays specified in Iowa Code section 1C.2, or that the Governor or Legislature may otherwise declare.

***“Contractor”*** means the Bidder who enters into a Contract as a result of this Informal Competitive Solicitation.

***“CSRU”*** means the Child Support Recovery Unit field offices collectively, a unit of the Agency, which send and receive papers that need to be served.

***“Deliverables”*** means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any contract resulting from this Informal Competitive Solicitation..

***“Diligent Search”*** means the inability to obtain Successful Service as directed in Section 1.3.1.1.3.

***“Directions for Service”*** means the instruction form, 470-3181, *Directions for Service*, or form 470-3325, *Out of State Directions for Service*, CSRU sends to the Contractor that gives information about the individual being served as well as instructions for service. The *Directions* *for Service* will include location Information and may also include a physical description of the individual being served and instructions the Contractor needs to follow for service.

***“Invoice”*** means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

***“Return of Service”*** means CSRU’s form, 470-3181, *Return of Service for Service in Iowa*, or form 470-3325, *Out of State Return of Service*, that the Contractor completes according to the Iowa Rules of Civil Procedure, Rule 1.308, Returns of Service, and returns to CSRU that provides a record of information about the service of process.

***“Successful Service”*** means **s**erving or sub-serving an individual with the papers provided by the CSRU office as directed in the Directions for Service, while following all applicable laws for service.

**1.2 RESTRICTION ON COMMUNICATION**

From the date of issuance of this Informal Competitive Solicitation until announcement of the successful Bidder, Bidders may not contact any employee of the State of Iowa other than the identified contact person about this Informal Competitive Solicitation. Bidders may contact Tim Wiltfang at [twiltfa@dhs.state.ia.us](mailto:twiltfa@dhs.state.ia.us), with questions related to the interpretation of this Informal Competitive Solicitation and the procurement process. Written responses to all questions received will be provided to all potential Bidders. If a Bidder or someone acting on a Bidder’s behalf attempts to discuss this Informal Competitive Solicitation orally or in writing with any members of the evaluation committee, or any employee of the State of Iowa, other than Tim Wiltfang, the Bidder may be disqualified.

**1.3 SCOPE OF WORK**

**1.3.1 Deliverables.**

The Contractor shall provide the following:

Legal service of process of State of Iowa documents. Such service shall include, but is not limited to, the following:

**1.3.1.1 *Provide service of process that is legal and diligent.***

**1.3.1.1.1** Meet the requirements of legal service, as defined in the Iowa Rules of Civil Procedure, Rule 1.305, Personal Service.

**1.3.1.1.2** Be licensed or registered, as applicable, to serve process in the states of Illinois and Wisconsin. If applicable, the Contractor shall provide the Agency with a copy of the license or registration.

**1.3.1.1.3** Accept all requests made by the Agency for service of process and use diligence in obtaining service.  The Agency defines diligence as making at least 3 service attempts, at varying hours of the day and varying days of the week, at an address or employer provided by the CSRU.  This may include service attempts on weekends, holidays, and during non-business hours.

Many of the requests for service will come from the CSRU office located in Dubuque; however, requests for service could come from any CSRU office in the State of Iowa.

**1.3.1.1.4** Follow the instructions in the Directions for Service.

**1.3.1.2 *Provide service of process that is professional.***

**1.3.1.2.1** Provide customer-friendly service.

**1.3.1.2.2** Do not give legal advice to the individual being served or sub-served.

**1.3.1.2.3** Do not unnecessarily warn or give notice to the individual being served, or sub-served, prior to actual service.

**1.3.1.2.4** Have a complaint resolution process in place. The process must include notification to the Agency of complaints from individuals, steps for resolution, and prevention of future complaints.

**1.3.1.2.5** Inform individuals having questions, including cases of purported mistaken identity, to call the CSRU office’s telephone number listed on their paperwork or CSRU’s automated case-information line at 888-229-9223.

**1.3.1.2.6** Have the ability to do one or both of the following:

* Accept documents for service via email,
* Accept documents for service via upload to the Contractor’s website, as applicable.

**1.3.1.3** ***Serve papers for matters scheduled for hearing.***

**1.3.1.3.1** Ensure that documents for all matters with a scheduled hearing are served by the date designated, but in no event less than five (5) calendar days prior to the date that the matter is set for hearing.

**1.3.1.3.2** For all matters with a scheduled hearing, ensure that the appropriate Return of Service form is returned to the CSRU that provided the Contractor with the form prior to the hearing date. If service cannot be completed, notify the CSRU prior to the hearing date.

**1.3.1.4 *Notify the CSRU office after a Successful Service or Diligent Search.***

**1.3.1.4.1** For each Successful Service, other than those with a scheduled hearing date, the completed Return of Serviceform shall be received by the CSRU office that provided the Contractor with the form, on or before the fifth (5th) Business Day after the date of Successful Service.

**1.3.1.4.2** For each Diligent Search, the completed Return of Service form shall be received by the CSRU office that requested service on or before the fifth (5th) Business Day after the date of the Diligent Search. The Contractor shall also provide the CSRU worker with the reason why Successful Service could not be obtained.

**1.3.1.5 *Provide documentation of the service of process that is accurate and adequate.***

**1.3.1.5.1** For each Successful Service or Diligent Search, the Contractor shall complete the appropriate Return of Service, as defined in the Iowa Rules of Civil Procedure, Rule 1.308, Returns of Service.

**1.3.1.5.2** Ensure the Return of Service form is properly notarized for each Successful Service in the States of Iowa, Illinois, and Wisconsin.

**1.3.1.5.4** Ensure that all applicable information is completed when filling out the Return of Service form.

**1.3.1.5.5** The Contractor shall **only** use the CSRU’s Return of Service form for each Successful Service or Diligent Search.

**1.3.1.6 *Testimony regarding the service made on an individual.***

The Agency shall not pay the Contractor for such testimony or court appearance, or for any travel-related expenses (e.g., airfare, mileage, lodging, meals) pertaining to an in-person court appearance.

**1.3.1.7** ***Maintain open communication with the CSRU.***

**1.3.1.7.1** Provide the CSRU with the Contractor’s current mailing address, telephone number, cell phone number, and/or e-mail address for prompt communication. The Contractor shall promptly notify the Agency of any changes to this information.

**1.3.1.7.2** Respond to all of the CSRU’s questions and requests for updates about the progress of service for any case by 4:30 p.m. (Central Time) of the next Business Day.

**1.3.1.7.3** If the Contractor receives new case-party residence location or employer information, the Contractor shall provide this new information to the CSRU office that requested the service, and await further instruction, unless other arrangements are made..

**1.3.1.8 *Communication.***

**1.3.1.8.1** The Contractor shall first direct communication to the CSRU office that requested service for the following:

* Questions regarding referrals for service of process.
* Questions regarding the submission of invoices.
* Questions regarding payment of invoices and payment amount disputes.

**1.3.1.8.2** The Contractor shall direct communication to the Agency’s Contract Manager for the following:

* Disputes regarding payments that cannot be resolved by the CSRU office.
* Conflicts involving the CSRU office.
* Concerns about the contract.

**1.3.1.9 *Agency Responsibilities.***

Provide the Contractor with the appropriate Return of Service form to use for reporting **all** Successful Services and Diligent Searches.

1.3.2 Performance Measures.

**1.3.2.1** Meet the requirements of legal service, as defined in the Iowa Rules of Civil Procedure, Rule 1.305, Personal Service, 100% of the time.

**1.3.2.2** Complete returns of service, as defined in the Iowa Rules of Civil Procedure, Rule 1.308, Returns of Service, 100% of the time.

**1.3.2.3** Ensure the appropriate Return of Service form is properly notarized for each Successful Service 100% of the time.

**1.3.3Contract Payment Methodology.**

**1.3.3.1** The Agency will pay the Contractor a fee to be determined in the resulting contract for each Successful Service in which the appropriate completed Return of Service form is returned to the CSRU office on or before the fifth (5th) Business Day after the date of Successful Service.

* + - 1. The Agency will pay the Contractor a fee to be determined in the resulting contract for each Diligent Search in which the appropriate completed Return of Service form is returned to the CSRU office on or before the fifth (5th) Business Day after a Diligent Search is declared.

If the Contractor successfully serves the individual at the same address where a Diligent Search was declared, the Agency will only pay the rate for Successful Service, as stated in the resulting contract. The Agency will not pay the Contractor extra for a Diligent Search.

* + - 1. The Agency will pay the Contractor only for one (1) Successful Service per individual if multiple documents for one (1) individual or case were referred to the Contractor as one (1) request.
      2. In addition to the amount owed, invoices submitted by a Contractor for payment shall include the:
* Contract number,
* Name of the individual served,
* Case number (CSC#),
* Date of service,
* Address at which the individual was served, and
* County of service.

The Contractor shall submit invoices to the CSRU office that referred the case. Invoices without complete information will be promptly returned to the Contractor to correct and resubmit before CSRU makes payment.

**1.3.3.5** Invoices shall be submitted with the Return of Service form. The CSRU office will review invoices for accuracy and adequacy of documentation before they are approved and submitted promptly for payment processing.

**1.3.3.6** The Agency will not make payment for mileage incurred in the performance of the resulting contract.

**1.3.3.7** The Agency will not make payment for improper or illegal service. Examples of improper or illegal service include serving papers to a minor individual (age 17 years or less) or leaving documents in a door or on a car windshield.

1.3.4 Bid Proposal Format and Technical Requirements.

Bidders shall fill out and return the following:

* **Attachment A – Bid Proposal Information**
* **Attachment B – Cost Proposal Information**

***1.4 Insurance Coverage.***

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

|  |  |  |
| --- | --- | --- |
| **Type of Insurance** | **Limit** | **Amount** |
| General Liability (including contractual liability) written on occurrence basis | General Aggregate  Product/Completed  Operations Aggregate  Personal Injury  Each Occurrence | $2 Million  $1 Million  $1 Million  $1 Million |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | $1 Million |
| Excess Liability, Umbrella Form | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Workers’ Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage | Each Occurrence  Aggregate | $1 Million  $1 Million |

***1.5 Security of Agency Information.***

**1.5.1** The Contractor shall safeguard all Agency Information, regardless of format, including, but not limited to, paper or electronic documents. When Agency Information is in the Contractor’s physical possession, it must be attended at all times.  When not in the Contractor’s physical possession, the information must be kept secure from anyone who does not have a need for access to the information.  For example, do not leave the information in the open, such as on a desktop; in an unlocked vehicle; or accessible to anyone anywhere outside of the Contractor’s physical location.  The Contractor shall inform all staff of these policies.

**1.5.2 Transfer of information**

* The Contractor shall have the ability to receive emails from the Agency containing the Directions for Service or Out-of-State Directions for Service. These emails will be encrypted using Microsoft Office 365 or the Agency’s then-current encryption program.
* All emails sent by the Contractor to the Agency, containing Agency Information, must be encrypted using the Contractor’s encryption service or by responding to an email sent by the Agency via Microsoft Office 365 or the Agency’s then-current encryption program.

**1.5.3** **Encryption of information.** Encrypt all Agency Information contained on an electronic device, including but not limited to desktop PCs, laptops, tablets, cellular telephones, flash drives or other removable storage devices, etc.

**1.5.4 Storage of information using cloud service provider.** If at any time during the performance of the resulting Contract, the Contractor stores Agency information using a cloud service provider, the Contractor shall:

* Provide an attestation of certification of FEDRAMP authorization with impact level moderate, OR
* Provide an annual certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO/IEC 27001:2013 or PCI-DSS version 3.2.

**1.5.5 Online platform.** If at any time during the performance of the resulting Contract, the Contractor uses an online platform to store, display, or transmit Agency information, the Contractor shall:

* Provide annual certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO/IEC 27001:2013 or PCI-DSS version 3.2 OR
* Annually provide the following:

1. Attestation of a passed information security risk assessment, AND
2. Attestation of a passed network penetration scan, AND
3. Attestation of a passed web application scan (if applicable).

* Follow all State of Iowa Enterprise Security Standards located at <https://ocio.iowa.gov/standards>. The Contractor shall make any necessary security-related changes at no cost to the Agency.

**1.5.6 Vendor Security Questionnaire.** If applicable, the Contractor shall provide a fully-completed copy of the Agency’s Vendor Security Questionnaire (VSQ).

**1.6 EVALUATION CRITERIA**

The Agency will utilize an evaluation committee made up of employees of the Agency to evaluate the proposals. The evaluation committee will review proposals. The committee will consider all information provided in the proposal when making its recommendation and may consider relevant information from other sources. **The evaluation committee** **will award the contract to the responsible Bidder submitting the best proposal. The lowest priced proposal is not necessarily the best proposal.**

The evaluation committee’s selection will be subject to the final approval of the Agency. The proposals will be evaluated and a recommendation will be made using the following criteria, which are listed in no particular order:

1. Cost;
2. Past performance of work that is identical or similar to the scope of services identified;
3. Experience and references that demonstrate, to the satisfaction of the Agency, the expertise and ability of the Bidder to provide the Scope of Services described in the Informal Competitive Solicitation; and
4. The capacity of the Bidder to complete the responsibilities described in the Scope of Services.

If there is a tie for the best proposal and only one of the Bidders is an Iowa business, the Iowa business shall be given preference over the out of state Bidders.

**1.7 NOTICE OF INTENT TO AWARD**

The Agency hopes to issue a Notice of Intent to Award by email, on or around 5/7/21, to all Bidders submitting a timely bid proposal. The Notice of Intent to Award is subject to execution of a written contract and, as a result, the Notice does not constitute the formation of a contract between the Agency and the apparent Contractor.

* 1. **ACCEPTANCE PERIOD**

The Agency hopes to complete negotiation and execution of the contract on or around 6/1/21. If the apparent Contractor fails to negotiate and execute a contract, in its sole discretion, the Agency may revoke the award and award the contract to the next highest ranked Bidder or withdraw the Informal Competitive Solicitation. The Agency further reserves the right to cancel the award at any time prior to the execution of a written contract.

**1.9 REVIEW OF NOTICE OF DISQUALIFICATION OR NOTICE OF INTENT TO AWARD DECISION**

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief

c/o Bureau of Service Contract Support

Department of Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

email: [reconsiderationrequest@dhs.state.ia.us](mailto:reconsiderationrequest@dhs.state.ia.us)

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision. The written request may be mailed or emailed, but may not be delivered in person. The written request may be emailed or delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Bidder’s responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the Agency’s solicitation. If a Bidder submitted multiple bid proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one bid proposal, a separate written request shall be submitted for each. At the Agency’s discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Division Administrator will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.

**1.10 DEFINITION OF CONTRACT**

The full execution of a written contract shall constitute the making of a contract for services and no Bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the apparent Contractor and the Agency.

**Attachment A: Bid Proposal Information**

**(*Return this completed form as part of your Bid Proposal*)**

|  |  |  |
| --- | --- | --- |
| **1. Number of people in your company dedicated to process service?** |  | |
| **2. Average number of years’ experience your process servers have serving papers?** |  | |
| **3. Average number of requests for service received each month?** |  | |
| **4. Percentage of Successful Services each month?** |  | |
| **5. Average number of attempts before completing service?** |  | |
| **6. How will you ensure the confidentiality of our customers’ information? Provide your company’s written protocols that address keeping the Agency’s information confidential.** |  | |
| **7. How will you ensure that you have staff to serve documents in each of the requested areas? Are the people who will serve our documents employees of your company, subcontractors or other? If other, please explain.** |  | |
| **8. How will you ensure that the Return of Service form is returned within five (5) Business Days of Successful Service?** |  | |
| **9. How will you ensure good communication with the requesting CSRU office while attempting service?** |  | |
| **10. How will you ensure that documents are personally served when substitute service is not permitted?** |  | |
| **11. If you will store Agency information using a cloud service, affirm in the box to the right that you will follow the protocols in Section 1.5.5 of this Informal Competitive Solicitation.** |  | |
| **12. If you will use an online platform for the transfer of Agency information, affirm in the box to the right that you will follow the protocols in Section 1.5.6 of this Informal Competitive Solicitation.** |  | |
| **13. Provide proof of insurance. (Attach proof to this form)** |  | |
| **14. Do you have a web site with the ability to transfer and store Agency information? If so, please elaborate and provide the web site URL.**  **NOTE: If your company intends to use an online platform or a cloud service provider to store Agency information, you must provide the applicable information as explained in Section 1.5 of this Informal Competitive Solicitation.** |  | |
| **15. Provide three (3) client references, other than CSRU, knowledgeable of the Bidder’s performance in providing services similar to those described in this Informal Competitive Solicitation.**  **It is not necessary for the current contract holder to provide references.** | Company name |  |
| Contact name |  |
| Phone number |  |
|  |  |
| Company name |  |
| Contact Name |  |
| Phone number |  |
|  |  |
| Company name |  |
| Contact name |  |
| Phone number |  |
| **16. Provide any other pertinent information, such as investigative tools you use, that you think we should know about your company.**  **Add a separate sheet if necessary.** |  | |

**Attachment B: Cost Proposal Information**

*(Return this completed form as part of your Bid Proposal)*

Provide your fees for service in the table below:

|  |  |  |
| --- | --- | --- |
| **Dubuque, Jackson, and Jones counties in Iowa. Please note different pricing for different areas.** | **Flat-rate Fee for Successful Service** | **Flat-rate Fee for Diligent Search** |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **Grant County, Wisconsin, and Jo Daviess County, Illinois. Please note different pricing for different areas.** | **Flat-rate Fee for Successful Service** | **Flat-rate Fee for Diligent Search** |
|  |  |  |

# \* The Agency is seeking a single, flat-rate cost for both Successful Service and Diligent Search. The Agency will not pay for miscellaneous fees that are in addition to the fee for the actual Successful Service or Diligent Search, including but not limited to:

# Mileage fees

* **Postage fees**
* **Service packet pick-up or drop-off fees**
* **Notary Public or document-processing fees**
* **Research or investigative fees**
* **“Bad address” fees**
* **Any other fees**

**Attachment C: Iowa Department of Human Services**

**DIRECTIONS FOR SERVICE IN IOWA**

CSC #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Court Order #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **TO:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **EXPIRATION DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PLEASE SERVE THE ATTACHED**: | | | |  | | | | | |
| **UPON**: | | | | |  | | --- | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | |
|  PERSONAL SERVICE REQUIRED   SERVICE ON ANY ADULT IN HOUSEHOLD PERMITTED | | | |  | | | | | |
| **EMPLOYER**: | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | |
| **DESCRIPTION**: | SOC SEC#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | DOB: \_\_\_\_\_\_\_\_\_\_\_\_ | | SEX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| RACE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | HEIGHT:\_\_\_\_\_\_\_\_ | WEIGHT:\_\_\_\_\_ | | HAIR: \_\_\_\_\_\_\_\_\_ | | EYES:\_\_\_\_\_\_\_\_\_ | |

**OTHER INFORMATION RELATING TO SERVICE**:

 Do not sub-serve \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This is the other party in this action.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**IF THE INDIVIDUAL WAS SERVED AT A SHELTER (CRIME VICTIM CENTER), WE NEED YOUR HELP TO KEEP THE SHELTER LOCATION CONFIDENTIAL. IF NECESSARY, ADDITIONAL INSTRUCTIONS FOR COMPLETING THE RETURN OF SERVICE AND AN AFFIDAVIT WILL BE ATTACHED OR CAN BE OBTAINED BY CALLING CSRU.**

|  |  |
| --- | --- |
| **PERSON REQUESTING SERVICE**: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

NOTE:

* Please serve the attached notice in accordance with Iowa Rules of Civil Procedure 1.305 and the accompanying §915.20A Affidavit Regarding Return of Service completed in accordance with Iowa Rules of Civil Procedure 1.308 (if required). Forward the Return of Service and the §915.20A Affidavit Regarding Return of Service (if required) with your bill to this office for payment.
* Please serve the attached notice in accordance with Iowa Rules of Civil Procedure 1.305 and the accompanying §915.20A Affidavit Regarding Return of Service completed in accordance with Iowa Rules of Civil Procedure 1.308 (if required). Forward the Return of Service and the §915.20A Affidavit Regarding Return of Service (if required) to this office and your bill to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**If you have any questions, please contact our office at the phone number listed above. Thank you.**

Iowa Department of Human Services

**RETURN OF SERVICE**

CSC #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Court Order #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| State of Iowa \_\_\_\_\_\_\_\_\_\_\_County | )  )ss | Date Received This Notice: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **Documents served:** |  |
| ( ) Original Notice and Petition  ( ) Order to Show Cause  ( ) Notice of Intent to Modify/Review and Adjust | ( ) Notice of Child Support Debt  ( ) Notice of Intent to Establish Paternity and Support, and a written statement alleging paternity |

( ) Other [list all other documents served] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Person being served:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I certify that I served the above documents upon** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **by:**

( ) Personally delivering a copy to him/her. The place, date and time of service are indicated below.

( ) Delivering a copy to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is:

(Name and relationship)

( )A person at least 18 years of age who resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s usual place of abode. Service was made at the place of abode, address indicated below.

( )The manager/proprietor of the rooming house, hotel, club or apartment building which is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s usual place of abode.

( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s spouse, who is believed to be residing with him/her; however, service was made away from the usual place of abode.

**Service was made at:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)\* (City, State)

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, @ \_\_\_\_\_\_\_\_\_\_\_ a.m./p.m.

(Date) (Time)

( ) ***Diligent Search***: Person was **not** served. List addresses and dates service was attempted in the notes section below.

**Notes:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\*If service was obtained at a shelter, put the words “crime victim center within the State of Iowa” in the address section. Iowa Code § 915.20A(2) states that “Under no circumstances shall the location of a crime victim center or the identity of the victim counselor be disclosed in any civil or criminal proceeding.” Do not list the specific name or location of the shelter on this form. If needed, additional instructions and explanations for service of process procedures involving a crime victim center will be on an enclosed information sheet or can be obtained by calling CSRU.

**Fees:**

|  |  |
| --- | --- |
| Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mileage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Copy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TOTAL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Signature and Official Title) (Notary needed for those signing other than an Iowa Sheriff or Deputy Sheriff)  SUBSCRIBED TO AND SWORN TO before  me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_. |
|  | NOTARY PUBLIC IN AND FOR THE STATE  OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |

**Attachment D: Iowa Department of Human Services**

**OUT OF STATE DIRECTIONS FOR SERVICE**

CSC#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Court Order #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **TO:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **EXPIRATION DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **STATE OF** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PLEASE SERVE THE ATTACHED**: | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
| **UPON**: | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
| * PERSONAL SERVICE REQUIRED * SERVICE ON ANY ADULT IN HOUSEHOLD PERMITTED | | | |  | | | | |
| **EMPLOYER**: | | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
| **DESCRIPTION**: | SOC SEC#: \_\_\_\_\_\_\_\_\_\_\_\_ | | | DOB: \_\_\_\_\_\_\_\_ | | SEX: \_\_\_\_\_\_\_\_\_\_\_\_ | |
| RACE: \_\_\_\_\_\_\_\_\_\_ | | | HEIGHT:\_\_\_\_\_\_\_ | WEIGHT:\_\_\_\_ | | HAIR: \_\_\_\_\_\_\_\_ | | EYES: \_\_\_\_\_\_ |

**OTHER INFORMATION RELATING TO SERVICE**:

* Do not sub-serve \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This is the other party in this action.
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IF THE INDIVIDUAL WAS SERVED AT A SHELTER (CRIME VICTIM CENTER), WE NEED YOUR HELP TO KEEP THE SHELTER LOCATION CONFIDENTIAL. IF NECESSARY, ADDITIONAL INSTRUCTIONS FOR COMPLETING THE RETURN OF SERVICE AND AN AFFIDAVIT WILL BE ATTACHED OR CAN BE OBTAINED BY CALLING CSRU.**

|  |  |
| --- | --- |
| **PERSON REQUESTING SERVICE**: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

NOTE:

Please serve the attached notice in accordance with Iowa Rules of Civil Procedure 1.305 and the accompanying §915.20A Affidavit Regarding Return of Service completed in accordance with Iowa Rules of Civil Procedure 1.308(1) (if required). Forward the Return of Service and the §915.20A Affidavit Regarding Return of Service (if required) with your bill to this office for payment.

**UNDER IOWA LAW, ALL RETURNS OF SERVICE SUBMITTED BY PROCESS SERVERS OR OUT-OF-STATE SHERIFFS AND DEPUTIES MUST BE NOTARIZED OR THE RETURN WILL NOT BE VALID, AS DESCRIBED IN RULE 1.308 OF THE IOWA RULES OF CIVIL PROCEDURE.  THANK YOU FOR YOUR COOPERATION. PLEASE CALL IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THIS REQUIREMENT.**

**Iowa Department of Human Services**

**OUT OF STATE RETURN OF SERVICE**

CSC#: \_\_\_\_\_\_\_\_\_\_\_\_\_

Court Order #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County | )  )ss | Date Notice Received: \_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **Documents served:** |  |
| ( ) Original Notice and Petition  ( ) Order to Show Cause  ( ) Notice of Intent to Modify / Review and Adjust | ( ) Notice of Child Support Debt  ( ) Notice of Intent to Establish Paternity and Support, and a written statement alleging paternity |

( ) Other [list all other documents served] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Person being served:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I certify that I served the above documents upon** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **by:**

( ) Personally delivering a copy to him/her. The place, date and time of service are indicated below.

( ) Delivering a copy to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is:

(Name and relationship)

( )A person at least 18 years of age who resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s usual place of abode. Service was made at the place of abode, address indicated below.

( )The manager/proprietor of the rooming house, hotel, club or apartment building which is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s usual place of abode.

( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s spouse, who is believed to be residing with him/her; however, service was made away from the usual place of abode.

**Service was made at:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)\* (City, State)

on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_, @ \_\_\_\_\_\_\_\_\_\_\_ a.m./p.m.

(Date) (Time)

( ) ***Diligent Search***: Person was **not** served. List addresses and dates service was attempted in the notes section below.

**Notes:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* If service was obtained at a shelter, put the words “crime victim center within the State of \_\_\_\_ (state center located in)” in the address section. Iowa Code § 915.20A(2) states that “Under no circumstances shall the location of a crime victim center or the identity of the victim counselor be disclosed in any civil or criminal proceeding.” Do not list the specific name or location of the shelter on this form. If needed, additional instructions and explanations for service of process procedures involving a crime victim center will be on an enclosed information sheet or can be obtained by calling CSRU.

**Fees:**

|  |  |
| --- | --- |
| Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mileage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Copy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TOTAL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | (Signature and Official Title) **(Document must be notarized for those signing other than an Iowa Sheriff or Deputy Sheriff)**  SUBSCRIBED TO AND SWORN TO before  me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_. |
|  | NOTARY PUBLIC IN AND FOR THE STATE  OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |

**Attachment E**

**Confidential Information Safeguarding Provisions**

**Definition of Confidential Information.** The term “Confidential Information” shall include, but not be limited to, the following:

* All individual case information received pursuant to this Contract unless otherwise designated by the Bureau,
* An individual’s social security number,
* An individual’s residential and mailing addresses,
* An individual’s employment information, and
* An individual’s financial information.

**Prohibitions against the Use and Disclosure of Confidential Information.** The Contractor shall not use, handle, transmit, store, or destroy the Confidential Information of applicants or recipients of child support enforcement services in a manner or for any purpose, except as allowed by the provisions of the Agreement. The Contractor shall safeguard the confidentiality of Confidential Information concerning applicants or recipients of child support enforcement services according to 5 U.S.C. § 552a; 42 U.S.C. §§ 654 and 654a; Iowa Code § 252B.9; 45 CFR Parts 303.21 and 307.13; and other applicable federal and state laws.

**Reporting.** The Contractor shall report to the Bureau’s Security and Privacy Officer and the Child Support Recovery Unit any use or disclosure of the Confidential Information not provided for by this Contract of which the Contractor becomes aware, as well as report any suspected or unauthorized access to or disclosure of Confidential Information. The Contractor agrees to report suspected or unauthorized access to or disclosure of Confidential Information immediately, as the Bureau is required to report the suspected or unauthorized access or disclosure within the following timeframes:

* Social Security Information …………………………………..1 hour
* Federal Parent Locator Service …………………………….…1 hour
* All other Confidential Information ……………………….…..3 Business Days

**Sanctions*.*** State and federal statutes carry criminal penalty or civil liability for confidentiality violation. For example, see Iowa Code § 252B.10; 5 U.S.C. § 552a; and 42 U.S.C. §§ 653(l)(2) and 654a(d)(5). The Contractor may not use the Confidential Information for commercial or political purposes or re-disclose the Confidential Information without the express, written consent of the Bureau. The Contractor may be held civilly or criminally liable for misuse of the Confidential Information.

**Survival.** The provisions of the Contract that protect Confidential Information shall survive termination of the Contract.

Rev. 4/22/16

**Attachment F: Sample Contract**

**(Do not fill out and return this contract with your bid)**

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **Procurement Type/Number** | **Contract #** |
| Informal Solicitation # BOC-21-039 | BOC-??-??? |

|  |
| --- |
| **Title of Contract** |
| Sample Contract |

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

|  |
| --- |
| **Agency of the State (hereafter “Agency”)** |
| **Name/Principal Address of Agency:**  Iowa Department of Human Services  1305 E. Walnut  Des Moines, IA 50319-0114 | | **Agency Billing Contact Name / Address:**  Tim Wiltfang  400 SW 8th St., Suite H Des Moines, IA 50309  **Phone:** 515-242-5504 |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):**  Tim Wiltfang  400 SW 8th St., Suite H Des Moines, IA 50309  **Phone:** 515-242-5504  **E-Mail:** [twiltfa@dhs.state.ia.us](mailto:twiltfa@dhs.state.ia.us) | | **Agency Contract Owner (hereafter “Contract Owner”) / Address:**  Vern Armstrong  1305 E Walnut St. Des Moines, IA 50319  **E-Mail:** larmstr@dhs.state.ia.us |

|  |
| --- |
| **Contractor: (hereafter “Contractor”)** |
| **Legal Name:** Contractor legal name | | **Contractor’s Principal Address:**  Contractor address |
| **Tax ID #:** 000000000 | | **Organized under the laws of:** Iowa |
| **Contractor’s Contract Manager Name/Address (“Notice Address”):**  Contract Manager  Contract Manager Address  **Phone:** (555) 555-5555  **E-Mail:** | | **Contractor**’s **Billing Contact** **Name/Address:**  Billing manager name  Billing manager address  **Phone:** (555) 555-5555 |

|  |
| --- |
| **Contract Information** |

|  |  |
| --- | --- |
| **Start Date:** 6/1/21 | **End Date of Contract:** 5/31/22 |
| **Possible Extension(s):**  5 one-year extensions | |
| **Contract Contingent on Approval of Another Agency:**  No | **ISPO Number:** N/A |
| **Contract Include Sharing SSA Data?** No | **DoIT Number:** N/A |

|  |
| --- |
| **Contract Execution** |

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

|  |  |
| --- | --- |
| **Contractor, Contractor legal name** | **Agency, Iowa Department of Human Services** |
| Signature of Authorized Representative: | Signature of Authorized Representative: |
| Printed Name: | Printed Name: Vern Armstrong |
| Title: | Title: Division Administrator |
| Date: | Date: |

**SECTION 1: SPECIAL TERMS**

*1.1 Special Terms Definitions.*

N/A

***1.2 Contract Purpose.***

Purpose of the contract.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

Contractor deliverables

1.3.2 Performance Measures.

*Contractor performance measures*

**1.3.3 Monitoring, Review, and Problem Reporting.**

**1.3.3.1 Agency Monitoring Clause.** The Contract Manager or designee will:

* Verify Invoices and supporting documentation itemizing work performed prior to payment;
* Determine compliance with general contract terms, conditions, and requirements; and
* Assess compliance with Deliverables, performance measures, or other associated requirements.

**1.3.3.2 Agency Review** **Clause.** The Contract Manageror designee will use the results of monitoring activities and other relevant data to assess the Contractor’s overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review as needed; however, reviews may occur more frequently at the Agency’s discretion. As part of the review(s), the Agency may require the Contractor to provide additional data,may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency’s contract monitoring activities.

**1.3.3.3 Problem Reporting.** As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency’s acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency’s inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

**1.3.3.4 Addressing Deficiencies.** To the extent that Deficiencies are identified in the Contractor’s performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

**1.3.4 Contract Payment Clause.**

**1.3.4.1 Pricing.** In accordance with the payment terms outlined in this section and the Contractor’s completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

Pricing information

**1.3.4.2 Reserved. (*Payment Methodology*)**

**1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices.** The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

**1.3.4.4 Submission of Invoices at the End of State Fiscal Year.** Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract.If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: <http://www.dom.state.ia.us/appeals/general_claims.html>.

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

**1.3.4.6 Reimbursable Expenses.** Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

***1.4 Insurance Coverage.***

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

|  |  |  |
| --- | --- | --- |
| **Type of Insurance** | **Limit** | **Amount** |
| General Liability (including contractual liability) written on occurrence basis | General Aggregate  Product/Completed  Operations Aggregate  Personal Injury  Each Occurrence | $2 Million  $1 Million  $1 Million  $1 Million |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | $1 Million |
| Excess Liability, Umbrella Form | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Workers’ Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Professional Liability | Each Occurrence  Aggregate | $2 Million  $2 Million |

***1.5 Data and Security.*** If this Contract involves Confidential Information, the following terms may apply:

**1.5.1 Data and Security System Framework**. The Contractor shall comply with either of the following:

* Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
* Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, “passed” means no unresolved high or critical findings.

**1.5.2 Vendor Security Questionnaire.** If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency’s Vendor Security Questionnaire (VSQ).

**1.5.3 Cloud Services.** If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

* Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
* Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

**1.5.4 Addressing Concerns.** The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor’s submissions required in this section.

***1.6* Reserved. *(Labor Standards Provisions.)***

***1.7* Reserved. *(Performance Security.)***

***1.8 Incorporation of General and Contingent Terms.***

**1.8.1 General Terms for Service Contracts (“Section 2”).**  The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is as follows: The term of this Contract, including any extensions.

**1.8.2 Contingent Terms for Service Contracts (“Section 3”).** The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

|  |  |
| --- | --- |
| **Contractor a Business Associate?** No | **Contractor a Qualified Service Organization?** No |
| **Contractor subject to Iowa Code Chapter 8F?** No | **Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?** No |
| **Contract Payments include Federal Funds?** Yes  **The Contractor for federal reporting purposes under this Contract is a:** Vendor  **Office of Child Support Enforcement (“OCSE”) Funded Percentage:** 66%  **Federal Funds Include Food and Nutrition Service (FNS) funds?** No  **DUNS #:** 000000000  **The Name of the Pass-Through Entity:** Iowa Department of Human Services | |
| **CFDA #:** 93.563  **Grant Name:** Child Support Enforcement | **Federal Awarding Agency Name:** Department of Health and Human Services/Administration for Children and Families |

***1.9* Reserved. *(Additional Terms.)***