



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
CSE11062

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/31/2011				

BID OPENING DATE: 04/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: CSE11062						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 2</p>						

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0001	1	YR	946-33	CHILD SUPPORT COLLECTION, TRACKING & DISBURSEMENT		
***** THIS IS THE END OF RFQ CSE11062 ***** TOTAL:						

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WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

1. Please provide an example of the disbursement check and any other documents contained within that check.

The Bureau for Child Support Enforcement's distribution check is 8 1/2" x 11", tri-folded, heat sealed and single sided. The check stock is blank with the MICR identifying numbers added during printing. If the check stock is pre-numbered a security process must be established to account for missing or mis-numbered checks. Checks must be able to accept a facsimile signature and have the name of the non-custodial and custodial parent on the face of the check in addition to payee information. SEE ATTACHED COPY.

2. Are there specific check stock requirements? Yes
3. Are checks with the remittance information 8 1/2" x 11", single sided? See answer 1.
4. What is the EDI file format and transmission method? Please provide a sample.

See site:

<http://www.nacha.org/c/GvtRelatn.cfm/AID/628> (CCD) Transmit via Connect:Direct

5. Are the disbursement checks required to be produced at the same processing site as the lockbox? Yes
6. Please define the purpose for the files where noted below. For all items, please define the file type (i.e. CSV, Fixed Length, X12-820, etc), the file layout and preferably a sample file each of the files described in this table and outlined below:

- Payables: checks printed and mailed
 outgoing ACH receipts
 response file from the outgoing ACH file-what is the purpose of this file?
- Reconciliation: file of paid or voided checks
 purpose of receipts from document imaging system
- Receivables: incoming ACH receipts

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT
REQUEST FOR QUOTATION
CSE11062 Addendum # 2

- Web Receivables: debit card enrollment file
debit card acknowledgement file
debit card file for demographic and card status updates
purpose of the web based payment response file
web based payment pre-registration file
web based ACH and credit card receipts and return file
EFT outgoing returns file

Checks requested response file containing check numbers & check date.

Record format = FB Record length = 375 Block size = 23250

```

1 #IN-RECORD
2 #IN-REC-INDICATOR (A1)
2 #IN-CASE-NBR (A11)
2 #IN-CASE-LAST-NAME (A20)
2 #IN-CASE-FIRST-NAME (A15)
2 #IN-AP-LAST-NAME (A20)
2 #IN-AP-FIRST-NAME (A15)
2 #IN-PAYEE-NAME (A47)
2 #IN-PAYEE-ADDR-1 (A35)
2 #IN-PAYEE-ADDR-2 (A30)
2 #IN-PAYEE-CITY (A20)
2 #IN-PAYEE-STATE (A2)
2 #IN-PAYEE-ZIP-CD (A9)
2 #IN-OOS-NBR (A15)
2 #IN-DISBURSEMENT-MSG (A20) /* FROM DISBURSEMENT_CODE
2 #IN-AMOUNT (N7.2)
2 #IN-RECEIVED-DATE (A8) /* IR & UR ONLY - MM/DD/YY
2 #IN-CHECK-NUMBER (A12)
2 #IN-CHECK-DATE (A10) /* YYYY-MM-DD
2 #IN-WITHHELD-DATE (A8) /* IR & UR ONLY - MM/DD/YY
2 #IN-PHONE-NBR (A10)
2 #IN-FOREIGN-COUNTRY (A25)
2 #IN-TIME-CREATED (A26)
2 #IN-FILLER (A7)

```

Outgoing ACH receipts - CCD & PPD

For layout see site : <http://www.nacha.org/c/GvtRelatn.cfm/AID/628>

Positive pay file containing paid or voided checks

Record format = FB Record length = 150 Block size = 23100

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
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 CSE11062 Addendum # 2

```

1 #IN-RECORD
2 #IN-RECORD-TYPE           (A1)
2 #IN-FILLER-1             (A1)
2 #IN-ACCOUNT-NUMBER      (N20)
2 #IN-FILLER-2            (A1)
2 #IN-CHECK-NUMBER        (N18)
2 REDEFINE #IN-CHECK-NUMBER
3 #IN-CHECK-NBR-FILL      (N6)
3 #IN-CHECK-NUMBER-A      (A12)
3 REDEFINE #IN-CHECK-NUMBER-A
4 #IN-CHECK-NUMBER-N      (N12)
2 #IN-FILLER-3             (A1)
2 #IN-AMOUNT               (N18)
2 REDEFINE #IN-AMOUNT
3 #IN-AMOUNT-FILL        (N9)
3 #IN-AMOUNT-N            (N7.2)
2 #IN-FILLER-4             (A1)
2 #IN-ISSUE-DATE           (A8)
2 #IN-FILLER-5             (A1)
2 #IN-PAID-DATE            (A8)
2 #IN-FILLER-6             (A1)
2 #IN-ADDITIONAL-DATA      (A65)          /* ACTUALLY USED IN ARP
2 REDEFINE #IN-ADDITIONAL-DATA          /*      "  "  "  "
3 #IN-PAYEE-NAME           (A47)          /*      "      "  "
2 #IN-BANK-NUMBER          (N6)
  
```

Debit card enrollment file

Record format = FB Record length = 1100 Block size = 27500

```

1 #FILE-HEADER-RECORD                                           /* 1100 BYTES
2 #FH-PROGRAM-IND        (A15)  INIT <'HDRNSABEMF '>
2 #FH-FILE-DATE-TIME     (A16)  INIT <' '>
2 REDEFINE #FH-FILE-DATE-TIME
3 #FH-FILE-DATE          (A8)
3 REDEFINE #FH-FILE-DATE
4 #FH-FILE-DATE-N        (N8)
3 #FH-FILE-TIME          (A8)
2 #FH-CLIENT-PROFILE-NBR (N9)
2 #FH-REASON-CODE        (N4)  INIT <0>
2 #FH-VERSION-NUMBER     (A10)  INIT <'5.0'>
2 #FH-INTERNAL-FIELD     (A10)  INIT <' '>
2 #FH-RETURN-ROUTING-CD  (A15)
2 #FH-FILLER-1           (A1021) INIT <' '>
  
```

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
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```

*
1 #FILE-TRAILER-RECORD                                /* 1100 BYTES
2 #FT-PROGRAM-IND                (A15)   INIT <'TRRNSABEMF'>
2 #FT-FILE-DATE                  (A8)
1 #A3-DETAIL-RECORD                                /* USED FOR MAINT.
2 #A3-RECORD-TYPE                (A1)     INIT <'U'>
2 #A3-CLIENT-PROFILE-NBR        (N9)
2 #A3-ACCOUNT-ACCESS            (A1)     INIT <'A'>
2 #A3-ACCOUNT-NUMBER            (N12)    INIT <0>
2 #A3-FILLER-X                  (A19)    INIT <' '>
2 #A3-FILLER-XX                 (A1)     INIT <' '>
2 #A3-LAST-NAME                 (A30)    INIT <' '>
2 #A3-FIRST-NAME                (A30)    INIT <' '>
2 #A3-MIDDLE-INIT               (A1)     INIT <' '>
2 #A3-DOB                       (A8)     INIT <' '>
2 REDEFINE #A3-DOB
3 #A3-DOB-YYYY                  (N4)
3 #A3-DOB-MM                    (N2)
3 #A3-DOB-DD                    (N2)
2 #A3-ADDR-1                    (A40)    INIT <' '>
2 #A3-ADDR-2                    (A40)    INIT <' '>
2 #A3-CITY                      (A40)    INIT <' '>
2 #A3-STATE                     (A2)     INIT <' '>
2 #A3-COUNTRY-CODE              (A3)     INIT <'840'>
2 #A3-ZIP-CODE                  (A9)     INIT <' '>
2 #A3-PROVINCE                  (A40)    INIT <' '>
2 #A3-PHONE-1                   (A25)    INIT <' '>
2 #A3-PHONE-2                   (A25)    INIT <' '>
2 #A3-EMAIL-ADDRESS             (A50)    INIT <' '>
2 #A3-MAINTENANCE-FLAGS        (A25)    INIT <' '>
2 #A3-SSN                       (N9)     INIT <0>
2 #A3-MAIDEN-NAME              (A25)    INIT <' '>
2 #A3-STATEMENT-FLAG           (A1)     INIT <'Y'>
2 #A3-EMPLOYEE-ID              (A1)     INIT <' '>
2 #A3-FILLER-XXX               (A55)    INIT <' '>
2 #A3-SUB-ID-N                  (N9)     INIT <0>
2 #A3-SUB-ID-A                  (A16)    INIT <' '>
2 #A3-FILLER-1                  (A18)    INIT <' '>
2 #A3-US-CITIZEN               (A1)     INIT <'Y'>
2 #A3-FILLER-XXXX              (A262)   INIT <' '>
2 #A3-ID-TYPE                   (N2)     INIT <0>
2 #A3-ID-DESCRIPTION           (A25)    INIT <' '>
2 #A3-ID-COUNTRY               (A25)    INIT <' '>
2 #A3-ID-NUMBER                 (A20)    INIT <' '>
2 #A3-ID-EXPIRATION-DATE       (N8)     INIT <0>

```

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

2	#A3-FILLER-XXXXX	(A86)	INIT <' '>
2	#A3-REASON-CODE	(N4)	INIT <0>
2	#A3-FILLER-2	(A121)	INIT <' '>
2	#A3-FILLER-3	(A1)	INIT <'X'>

Debit card acknowledgments - includes DDA numbers

Record format = FB Record length = 1100 Block size = 27500

1	#FILE-ID-HEADER		
2	#FILE-DATE-TIME	(A16)	
2	REDEFINE #FILE-DATE-TIME		
3	#FILE-DATE	(A8)	
3	#FILE-TIME	(A8)	
2	#CLIENT-PROFILE-NBR	(N9)	
1	#ACK-INPUT-RECORD-1	(A1100)	
1	REDEFINE #ACK-INPUT-RECORD-1		
2	#FILE-HEADER-RECORD		
3	#FH-PROGRAM-INDICATOR	(A15)	/* INIT <'HDRNSABEMF '>
3	#FH-FILE-DATE-TIME	(A16)	/* INIT <' '>
3	REDEFINE #FH-FILE-DATE-TIME		
4	#FH-FILE-DATE	(A8)	
4	REDEFINE #FH-FILE-DATE		
5	#FH-FILE-DATE-N	(N8)	
4	#FH-FILE-TIME	(A8)	
3	#FH-CLIENT-PROFILE-NBR	(N9)	
3	#FH-REASON-CODE	(N4)	/* INIT <0>
3	#FH-VERSION-NUMBER	(A10)	/* INIT <'5.0'>
3	#FH-INTERNAL-FIELD	(A10)	/* INIT <' '>
3	#FH-INTERNAL-ROUTING	(A15)	/* INIT <' '>
3	#FH-FILLER-1	(A1021)	/* INIT <' '>
1	REDEFINE #ACK-INPUT-RECORD-1		
2	#ACK-DETAIL-RECORD		
3	#ACK-RECORD-TYPE	(A1)	/* 'E' OR 'U' OR 'M'
3	#A3-CLIENT-PROFILE-NBR	(N9)	
3	#A3-ACCOUNT-ACCESS	(A1)	/* INIT <'S'>
3	#ACK-ACCOUNT-NUMBER	(N12)	/* INIT <0>
3	REDEFINE #ACK-ACCOUNT-NUMBER		
4	#ACK-ACCOUNT-NUMBER-A	(A12)	
3	#ACK-CARD-NUMBER	(A19)	
3	#A3-NEW-ENROLLMENT	(A1)	/* INIT <'Y'>
3	#ACK-LAST-NAME	(A30)	
3	#ACK-FIRST-NAME	(A30)	

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

3	#A3-MIDDLE-INIT	(A1)
3	#A3-DOB	(A8)
3	REDEFINE #A3-DOB	
4	#A3-DOB-YYYY	(N4)
4	#A3-DOB-MM	(N2)
4	#A3-DOB-DD	(N2)
3	#A3-ADDR-1	(A40)
3	#A3-ADDR-2	(A40)
3	#A3-CITY	(A40)
3	#A3-STATE	(A2)
3	#A3-COUNTRY-CODE	(A3)
3	#A3-ZIP-CODE	(A9)
3	#A3-PROVINCE	(A40)
3	#A3-PHONE-1	(A25)
3	#A3-PHONE-2	(A25)
3	#A3-EMAIL-ADDRESS	(A50)
3	#A3-MAINTENANCE-FLAGS	(A25)
3	#ACK-SSN	(N9)
3	REDEFINE #ACK-SSN	
4	#ACK-CTKR-SSN	(A9)
3	#A3-MAIDEN-NAME	(A25)
3	#A3-STATEMENT-FLAG	(A1)
3	#A3-EMPLOYEE-ID	(A15)
3	#A3-COST-CENTER-ID	(A26)
3	#A3-CONTROL-NUMBER	(A15)
3	#ACK-CTKR-PIN	(N9.0)
3	#A3-SUB-ID-A	(A16)
3	#A3-CARDHOLDER-PASS-CODE	(N18)
3	#A3-US-CITIZEN	(A1)
3	#A3-BENE-LAST-NAME	(A30)
3	#A3-BENE-FIRST-NAME	(A30)
3	#A3-BENE-MIDDLE-NAME	(A1)
3	#A3-BENE-DOB	(N8)
3	#A3-BENE-ADDR-1	(A40)
3	#A3-BENE-ADDR-2	(A40)
3	#A3-BENE-CITY	(A40)
3	#A3-BENE-STATE	(A2)
3	#A3-BENE-COUNTRY-CODE	(A3)
3	#A3-BENE-ZIP-CODE	(N9)
3	#A3-BENE-PHONE	(A25)
3	#A3-BENE-SSN	(N9)
3	#A3-BENE-RELATIONSHIP	(A25)
3	#A3-ID-TYPE	(N2)
3	#A3-ID-DESCRIPTION	(A25)
3	#A3-COUNTRY-OF-ISSUE	(A25)
3	#A3-ID-NUMBER	(A20)

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

```

3 #A3-ID-EXPIRATION-DATE      (N8)
3 #A3-PHOTO-ID                (A1)
3 #A3-PHOTO-ID-TYPE           (N2)
3 #A3-PHOTO-ID-DESCRIPTION    (A25)
3 #A3-PHOTO-ID-STATE-CNTRY    (A25)
3 #A3-PHOTO-ID-NUMBER         (A25)
3 #A3-PHOTO-ID-EXP-DATE       (N8)
3 #ACK-REASON-CODE            (N4)
3 #A3-FILLER-1                (A122)

1 REDEFINE #ACK-INPUT-RECORD-1
2 #FILE-TRAILER-RECORD        /* 1100 BYTES
3 #FT-PROGRAM-INDICATOR      (A15) /* INIT <'TRRNSABEMF'>
3 #FT-FILE-DATE              (A8)
3 #FT-DETAIL-RECORD-CNT      (N9) /* INIT <0>
3 #FT-TOT-ACCT-SUCCESS       (N7) /* INIT <0>
3 #FT-TOT-ACCT-REJECTED      (N7) /* INIT <0>
3 #FT-TOT-NBR-OF-DB          (N7) /* INIT <0>
3 #FT-TOT-NBR-OF-CR          (N7) /* INIT <0>
3 #FT-TOT-AMT-OF-DB          (N18) /* INIT <0>
3 #FT-TOT-AMT-OF-CR          (N18) /* INIT <0>
3 #FT-TOT-NBR-DB-REJECTED    (N7) /* INIT <0>
3 #FT-TOT-NBR-CR-REJECTED    (N7)
3 #FT-TOT-AMT-DB-REJECTED    (N18)
3 #FT-TOT-AMT-CR-REJECTED    (N18)
3 #FT-TOT-UPD-SUCCESS       (N7)
3 #FT-TOT-UPD-REJECTED       (N7)
3 #FT-TOT-NBR-CLSD-SUCCESS   (N7)
3 #FT-TOT-NBR-CLSD-REJECTED  (N7)
3 #FT-TOT-REPL-SUCCESS      (N7)
3 #FT-TOT-REPL-REJECTED      (N7) /* INIT <0>
3 #FT-FILLER-1              (A912) /* INIT <' '>

```

Debit card file for demographic and card status updates

Record format = FB Record length = 512 Block size = 27648

```

1 #INPUT-RECORD              (A512)
1 REDEFINE #INPUT-RECORD
2 #FILE-HEADER-RECORD        (A512)
2 REDEFINE #FILE-HEADER-RECORD
3 #FH-RECORD-TYPE            (A2)
3 #FH-TRANSACTION            (A8)
3 #FH-CONTROL-NUMBER         (N6)

```

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

```

3 #FH-DATE (A8)
3 #FH-TIME (A8)
3 #FH-EXT-DESCRIPTION (A30)
3 #FH-HDR-FILLER-1 (A200)
3 #FH-HDR-FILLER-2 (A200)
3 #FH-HDR-FILLER-3 (A50)
1 REDEFINE #INPUT-RECORD
2 #DR-DETAIL-RECORD (A512)
2 REDEFINE #DR-DETAIL-RECORD
3 #DR-RECORD-TYPE (A2)
3 #DR-DETAIL-DESCRIPTION (A2) '01'CLOSED, '02'STATUS, '03'DEMOGR
3 #DR-PROFILE-NUMBER (A9)
3 #DR-CARD-NUMBER (A16)
3 REDEFINE #DR-CARD-NUMBER
4 #DR-CARD-NUMBER-FILL (A12)
4 #DR-CARD-NUMBER-4 (A4)
3 #DR-CARD-STATUS (A2)
3 #DR-CARD-STATUS-CHG-DATE (A8)
3 #DR-ACCOUNT-NUMBER (A12)
3 #DR-ACCOUNT-STATUS (A2) /* '1'OPEN, '2'CLOSED
3 #DR-ACCT-STATUS-CHG-DATE (A8)
3 #DR-DATE-ACCOUNT-CLOSED (A8)
3 #DR-DATE-LAST-DEPOSIT (A8)
3 #DR-ID (A16)
3 #DR-SUB-ID-N (N9)
3 #DR-SUB-ID-A (A6)
3 #DR-LAST-NAME (A30)
3 REDEFINE #DR-LAST-NAME
4 #DR-L-NAME (A20)
3 #DR-FIRST-NAME (A30)
3 REDEFINE #DR-FIRST-NAME
4 #DR-F-NAME (A15)
3 #DR-MIDDLE-INITIAL (A1)
3 #DR-ADDRESS-ONE (A40)
3 REDEFINE #DR-ADDRESS-ONE
4 #DR-ADDRESS-1 (A30)
3 #DR-ADDRESS-TWO (A40)
3 REDEFINE #DR-ADDRESS-TWO
4 #DR-ADDRESS-2 (A30)
3 #DR-CITY-ONE (A40)
3 REDEFINE #DR-CITY-ONE
4 #DR-CITY (A20)
3 #DR-STATE-ONE (A3)
3 REDEFINE #DR-STATE-ONE
4 #DR-STATE (A2)
3 #DR-ZIP (A9)

```

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

```

3 #DR-COUNTRY-CODE           (A3)
3 #DR-PHONE-NUMBER          (A10)
3 #DR-DOB                   (A8)
3 #DR-SSN                   (A9)
3 #DR-DEMO-CHG-DATE (A8)
3 #DR-FILLER                 (A147)

1 REDEFINE #INPUT-RECORD
2 #FILE-TRAILER-RECORD      (A512)
2 REDEFINE #FILE-TRAILER-RECORD
3 #FT-RECORD-TYPE           (A2)
3 #FT-TRANSACTION           (A8)
3 #FT-CONTROL-NUMBER       (N6)
3 #FT-DATE                  (A8)
3 #FT-DETAIL-COUNT         (N7)
3 #FT-FILLER-1              (A200)
3 #FT-FILLER-2              (A200)
3 #FT-FILLER-3              (A73)
  
```

Web payment pre-registration enrollment file

Record format = VB Record length = 292 Block size = 27998

```

1 #WS-HEADER                 (A67)    /* 47 + 20 FOR QUOTES/COMMAS
1 #HEADER-RECORD
2 #HDR-RECORD-TYPE           (A6)    INIT <'Header'>
2 #HDR-FILE-ID               (A23)   INIT <'Payment Auth Load'>
2 #HDR-DATE-FILE-SENT        (N8)
2 #HDR-BILLER-GROUP-ID       (A3)    INIT <'SWV'>
2 #HDR-BILLER-ID             (A3)    INIT <'SDU'>
2 #HDR-PROCESSING-MODE       (A1)    INIT <'I'>
2 #HDR-VERSION               (A3)    INIT <'5.1'>
1 #WS-ADD-USER               (A)     DYNAMIC /* 241+47 FOR QUOTES/COMMA
1 #DETAIL-ADD-USER
2 #ADD-RECORD-TYPE           (A14)   INIT <'AddUserProfile'>
2 #ADD-USER-ID               (A9)    INIT <' '>
2 #ADD-USER-PASSWORD         (A4)    INIT <' '>
2 #ADD-FIRST-NAME            (A15)   INIT <' '>
2 #ADD-LAST-NAME             (A20)   INIT <' '>
2 #ADD-COMPANY-NAME          (A30)   INIT <'?'>
2 #ADD-STREET-ADDR-1         (A30)   INIT <' '>
2 #ADD-STREET-ADDR-2         (A30)   INIT <' '>
2 #ADD-CITY                  (A20)   INIT <' '>
2 #ADD-STATE                 (A2)    INIT <' '>
  
```

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

```

2 #ADD-ZIP-5                (A5)    INIT <' '>
2 #ADD-ZIP-4                (A4)    INIT <' '>
2 #ADD-PHONE-NUMBER        (A10)   INIT <' '>
2 #ADD-EMAIL-ADDR         (A40)   INIT <' '>
2 #ADD-SHARED-SECRET-Q    (A4)    INIT <'AUTH'>
2 #ADD-SHARED-SECRET-A    (A4)    INIT <' '>

1 #WS-UPDATE-USER          (A) DYNAMIC /* 235+47 FOR QUOTES/COMMAS
1 #DETAIL-UPDATE-USER
2 #UPD-RECORD-TYPE         (A17)   INIT <'UpdateUserProfile'>
2 #UPD-USER-ID             (A9)     INIT <' '>
2 #UPD-USER-PASSWORD       (A1)    INIT <'?'> /* NOT USED
2 #UPD-FIRST-NAME          (A15)   INIT <' '>
2 #UPD-LAST-NAME           (A20)   INIT <' '>
2 #UPD-COMPANY-NAME        (A30)   INIT <'?'> /* NOT USED
2 #UPD-STREET-ADDR-1      (A30)   INIT <' '>
2 #UPD-STREET-ADDR-2      (A30)   INIT <' '>
2 #UPD-CITY                (A20)   INIT <' '>
2 #UPD-STATE               (A2)     INIT <' '>
2 #UPD-ZIP-5               (A5)     INIT <' '>
2 #UPD-ZIP-4               (A4)     INIT <' '>
2 #UPD-PHONE-NUMBER        (A10)   INIT <' '>
2 #UPD-EMAIL-ADDR         (A40)   INIT <' '>
2 #UPD-SHARED-SECRET-Q    (A1)    INIT <'?'> /* NOT USED
2 #UPD-SHARED-SECRET-A    (A1)    INIT <'?'> /* NOT USED
1 #WS-DELETE-USER          (A31)   /* 26 + 5 FOR QUOTES/COMMAS
1 #DETAIL-DELETE-USER
2 #DEL-RECORD-TYPE         (A17)   INIT <'DeleteUserProfile'>
2 #DEL-USER-ID             (A9)     INIT <' '>
1 #WS-TRAILER              (A) DYNAMIC /* 119+50 FOR QUOTES/COMMAS
1 #TRAILER-RECORD
2 #TRL-RECORD-TYPE         (A7)    INIT <'Trailer'>
2 #TRL-ADD-USER-COUNT      (N7)    INIT <0>
2 #TRL-UPD-USER-COUNT      (N7)    INIT <0>
2 #TRL-DEL-USER-COUNT      (N7)    INIT <0>
2 #TRL-UPD-PROD-COUNT      (N7)    INIT <0>
2 #TRL-DEL-PROD-COUNT      (N7)    INIT <0>
2 #TRL-ADD-PMT-INFO-CNT    (N7)    INIT <0>
2 #TRL-UPD-PMT-INFO-CNT    (N7)    INIT <0>
2 #TRL-ADD-BANK-ACCT-CNT   (N7)    INIT <0>
2 #TRL-UPD-BANK-ACCT-CNT   (N7)    INIT <0>
2 #TRL-ADD-CCARD-CNT       (N7)    INIT <0>
2 #TRL-UPD-CCARD-CNT       (N7)    INIT <0>
2 #TRL-ADD-PROD-PARM-CNT   (N7)    INIT <0>
2 #TRL-UPD-PROD-PARM-CNT   (N7)    INIT <0>
2 #TRL-DEL-PROD-PARM-CNT   (N7)    INIT <0>

```


WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

2 #TRL-ADD-RECUR-PMT-CNT (N7) INIT <0>
 2 #TRL-STP-RECUR-PMT-CNT (N7) INIT <0>

Web payment response file with results of pre-reg file
Record format = FB Record length = 702 Block size = 27378

1 #HEADER-RECORD
 2 #HDR-RECORD-TYPE (A6) /* 'Header'
 2 #HDR-FILE-ID (A32) /* 'Payment Auth Load Response'
 2 #HDR-DATE-FILE-SENT (A8) /* YYYYMMDD
 2 #HDR-BILLER-GROUP-ID (A3) /* <'SWV'>
 2 #HDR-BILLER-ID (A3) /* <'SDU'>
 2 #HDR-VERSION (A3) /* <'5.1'>
 *
 1 #DETAIL-RECORD
 2 #DET-RECORD-TYPE (A25)
 2 #DET-USER-ID (A18)
 2 #DET-REASON-CODE (A6) /* <'S000'> SUCCESSFUL
 * 2 #DET-REASON-DESC (A77)
 2 #DET-REASON-DESC (A60)
 2 #DET-INCOMING-RECORD (A700)
 *
 1 #TRAILER-RECORD
 2 #TRL-INDICATOR (A7) /* 'Trailer'
 2 #TRL-SUCCESS-COUNT (A1) /* 1=TOTAL SUCCESS 2=NOT
 SUCCESSFUL
 2 #TRL-ADD-USER-COUNT (A7) /* REJECTED ADD NEW USER RECORDS
 2 #TRL-UPD-USER-COUNT (A7)
 2 #TRL-DEL-USER-COUNT (A7)
 2 #TRL-UPD-PROD-COUNT (A7)
 2 #TRL-DEL-PROD-COUNT (A7)
 2 #TRL-ADD-PMT-INFO-CNT (A7)
 2 #TRL-UPD-PMT-INFO-CNT (A7)
 2 #TRL-ADD-BANK-ACCT-CNT (A7)
 2 #TRL-UPD-BANK-ACCT-CNT (A7)
 2 #TRL-ADD-CCARD-CNT (A7)
 2 #TRL-UPD-CCARD-CNT (A7)
 2 #TRL-ADD-PROD-PARM-CNT (A7)
 2 #TRL-UPD-PROD-PARM-CNT (A7)
 2 #TRL-DEL-PROD-PARM-CNT (A7)
 2 #TRL-OTHER-RECORD-CNT (A7)
 2 #TRL-ADD-RECUR-PMT-CNT (A7)
 2 #TRL-STP-RECUR-PMT-CNT (A7)

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

Web based ACH & credit card receipts & returns

Record format = FB Record length = 738 Block size = 18450

1	#HEADER-RECORD-H	
2	#BILLER-GROUP-ID-H	(A5)
2	#BILLER-GROUP-SHORTNAME-H	(A18)
2	#BILLER-ID-H	(A5)
2	#BILLER-SHORTNAME-H	(A18)
2	#FILE-INDICATOR-H	(A17)
2	#PROCESS-DATE-H	(A10)
2	#BILLER-REPORT-NAME-H	(A82)
2	#VERSION-H	(A7)
1	#HEADER-RECORD	
2	#BILLER-GROUP-ID	(A3)
2	#BILLER-GROUP-SHORTNAME	(A16)
2	#BILLER-ID	(A3)
2	#BILLER-SHORTNAME	(A16)
2	#FILE-INDICATOR	(A15)
2	#PROCESS-DATE	(A8)
2	#BILLER-REPORT-NAME	(A80)
2	#VERSION	(A5)
1	#DETAIL-RECORD-D	
2	#TRANSACTION-CONFIRMATION-ID-D	(A17)
2	#BILLER-PRODUCT-CODE-D	(A34)
2	#AMOUNT-DUE-D	(A18)
2	#PAYMENT-AMOUNT-D	(A18)
2	#CONVENIENCE-FEE-D	(A18)
2	#TOTAL-AMOUNT-D	(A18)
2	#BILLER-BUSINESS-DATE-D	(A10)
2	#PAYMENT-EFFECTIVE-DATE-D	(A10)
2	#INITIATION-DATE-D	(A10)
2	#PAYMENT-TYPE-D	(A5)
2	#CREDIT-CARD-TYPE-D	(A6)
2	#PAYMENT-AUTHORIZATION-D	(A17)
2	#PAYMENT-STATUS-D	(A6)
2	#ACH-RETURN-CODE-D	(A6)
2	#REASON-DESCRIPTION-D	(A50)
2	#RETURN-DATE-D	(A10)
2	#ACCESS-METHOD-D	(A5)
2	#USER-ID-D	(A18)
2	#FIRST-NAME-D	(A32)
2	#LAST-NAME-D	(A32)
2	#COMPANY-NAME-D	(A32)
2	#PHONE-D	(A12)

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

2	#STREET-ADDRESS-1-D	(A52)
2	#STREET-ADDRESS-2-D	(A52)
2	#CITY-D	(A32)
2	#STATE-CODE-D	(A4)
2	#ZIP-CODE-5-D	(A7)
2	#ZIP-CODE-4-D	(A6)
2	#EMAIL-D	(A258)
2	#SSN-NAME-D	(A28)
2	#SSN-VALUE-D	(A82)
1	#FOOTER-RECORD	
2	#TRANSACTION-COUNT	(A4)
2	#TOTAL-PAYMENT-AMOUNT	(A16)
2	#TOTAL-CONVENIENCE-FEE	(A16)
2	#TOTAL-TOTAL-AMOUNT	(A16)
2	#RETURN-TRANSACTION-COUNT	(A4)
2	#TOTAL-RETURN-PAYMENT-AMOUNT	(A16)
2	#TOTAL-RETURN-CONVENIENCE-FEE	(A16)
2	#TOTAL-RETURN-AMOUNT	(A16)

EFT outgoing returns file

Record format = FB Record length = 94 Block size = 27918

For layout see site: <http://www.nacha.org/c/GvtRelatn.cfm/AID/628>

7. What is the average ACH file amount (credits and debits if applicable) for direct deposit, debit card and other Agency ACH disbursements?

For the calendar year 2010 the average monthly incoming ACH total was \$6,212,645.00. Similarly, the outgoing ACH total was \$15,843,378.00. This figure may be broken down as follows, out of state agencies \$995,282.00 direct deposits \$5,307,961.00 and debit cards \$9,540,135.00. This difference between the incoming and outgoing totals is due to less than 50% of the incoming totals being attributed to ACH receipts.

8. What is the file origination frequency, e.g. daily, weekly or monthly for both direct deposit, debit card and other Agency ACH disbursements? Daily.
9. Is the file a balanced or an unbalanced file? Balanced
10. What is the average dollar amount for child support disbursement?

Per the 34a Federal report of collections, the four calendar quarters of 2010 reflect total distributions of \$205,453,659.00.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

11. What is the Agency's historical peak dollar amount (credits and debits if applicable) for all ACH files originated over a consecutive 3 business day period?

BCSE does not keep this type of statistical information. As with most financial institutions, peak collection periods could be anticipated for the first three days of each month, the middle of the month, and the last two days of the month. Additional peak periods would be every Monday and the day after any holiday.

12. What is the anticipated growth rate for ACH disbursements for 2012?

BCSE has mandated that all child support disbursements be made to either a debit card or to a direct deposit account. However, the nature of child support prevents 100% ACH distributions. During the calendar year 2010 ACH distributions have remained steady at 96.73% of total distributions. The projected growth in the current volume would be directly related to the growth of the divorce rate which can't be accurately predicted as well as the equally unpredictable economy.

13. What telephonic payment options at a minimum is the selected vendor required to support, IVR CSR or both? Both
14. Is a completed project management plan required for the technical submission or can this be designed upon award date? Required for technical submission.
15. Would the State be willing to remit payment for services via check versus purchasing card? Yes
16. What will be the start date for the vendor who is awarded this business?

The start date of the contract will begin with transitional activities on the date of award.

17. For the Statement of Support Obligation, is there any possibility of pre-printing the Case Name and Case Number on the coupon and/or including an OCR scanline containing critical information needed to post the transaction? It appears the vendor would be keying from handwritten information.

The Non-custodial parent SSN and name and Custodial parent name are currently on the payment coupon for those individual not under an income withholding Order. The Non-custodial parent SSN and name are printed on the Employer Transmittal for those individuals under an income withholding Order.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

18. Are the above statements in some type of coupon booklet? No

19. What is the return rate of these coupons?

The current vendor estimates that approximately 50% of the incoming receipts are accompanied by accurate payment instructions.

20. Does the statement include a courtesy reply envelope? If yes, can you provide a sample? No

21. Please confirm monthly transactional volume for the last 12 months for both the Operations Lockbox as well as the Repayment Lockbox.

During the calendar year 2010 BCSE averaged 68,381 postings per month which equates to 1,949,348 key strokes for the distribution account. The repayment account has minimal activity averaging approximately 20 or less postings each day. Postings to this account are without entry and do not interface with OSCAR.

22. Please provide a sample of the type of documentation that is received within the Repayment Lockbox (checks received with invoices or coupons; just checks, etc.).

There are 6 coupons printed on a page for use by the client:

REPAYMENT
 LELA SMITH
 PO BOX 123
 CHARLESTON, WV 12345

CASE ID : XXX-XX-2814-06
 CLAIM NUMBER: 1

BILL DATE : 03/25/11
 AMOUNT DUE: 100.00

23. Is there also data entry into OSCAR for the Repayment Lockbox, and if so, what fields are to be keyed? No

24. If no data entry, please describe the processing procedures for those payments (i.e. deposit check only).

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

The repayment lock box is used to segregate and capture court ordered reimbursements for court fees, paternity testing, etc. This lock box is also used for deposits of repayment of agency debt as well as for manual overrides to the distribution hierarchy. Deposits are without entry and any OSCAR entries are completed by Agency Staff.

25. For both lockboxes, please include your data transmission file layout and the method of delivery.

This file currently does not exist. The file layout will be developed during the design phase of the project.

26. If you receive a data transmission of all deposited items, what information is keyed directly into OSCAR, or is OSCAR only used for research purposes?

This file and hence, this process currently do not exist. At this time, the lockbox data is keyed directly into OSCAR. When this new process is developed, the data will not need keyed into OSCAR and OSCAR will be used only for research.

27. You state that the vendor needs to notify the Agency upon receipt of post-dated or stale dated checks. How often does this occur and by what method would you like to be notified?

Post dated and stale dated checks received for the payment of child support would be caught in the collection process when the check is presented to the drawer's bank. These checks are debited against our accounts and returned to BCSE's accounts receivable processing area. The State Distribution Unit (SDU) employees do not generally catch these type of items. During the last 90 days BCSE has received two stale dated and two post dated checks, both from the vendor's operation center and not the SDU.

28. Do you require an image of every envelope received, or only those which contain additional correspondence?

Yes, for every envelope received.

29. Do you require an image transmission or do you plan to use our image viewer for access to any images captured?

If it is deemed a viable solution as indicated in the RFQ, a transmission of image data will be developed. But access to use the vendor's image viewer is required.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT
REQUEST FOR QUOTATION
CSE11062 Addendum # 2

30. Can you provide samples of any operational reports you are receiving from your current provider?

The current reports are proprietary in nature.

31. What is your requirement for the data line (i.e. T1 line?)

A T1 data line is required.

32. Do departmental copiers and printers need to also be dedicated pieces of equipment for this business and therefore segregated from the rest of the staff and lockbox work? No, however, if they are not dedicated, measures need to be taken to ensure the confidentiality of all documents containing personally identifying information (PII) from staff not assigned to the operations under this contract.

No, however, if they are not dedicated, measures need to be taken to ensure the confidentiality of all documents containing personally identifying information (PII) from staff not assigned to the operations under this contract.

33. Please provide a sample of an annotated payment image.

An image cannot be provided because this technology is not being used in the current contract.

34. What is the anticipated growth or decline for payments received in lockbox for 2012 and 2013?

Growth in case volume is directly related to the divorce rate which can't be accurately projected. Increases or decreases in the dollars collected are directly related to the conditions of the economy which is also unpredictable. Over the last five years BCSE's case load increased an average of 2.45% each year, with a high of 3.8% in 2009 and a low of 1.17% in 2007.

35. Are the candling tables a mandatory requirement or can other options be explored?

Other options may be explored but must be approved by BCSE prior to implementation.

36. Who is your current payment gateway provider for web payments? JPMorgan Chase

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT
REQUEST FOR QUOTATION
CSE11062 Addendum # 2

37. What is the "sign in" process to access the web payment pages? The current website indicates a SSN and Pin are required to pay online.

That is correct. The Non-Custodial parent's SSN functions as the user id along with a PIN set by the user.

How is this data transferred and secured between the State and your current vendor?

A dedicated data line is used along with Sterling's Connect:Direct product as the transmission software.

These are provided to the State in a daily data file along with the other payment types available through the Pay Connexion system – those entered by Customer Service Representatives and Web payments.

38. What are the monthly sales volume totals for each payment channel: web, IVR, customer service agent?
What is the average sale amount for each payment channel: web, IVR, customer service agent?

For the Calendar year 2010 BCSE averaged 379 Web Based payments, 65 IVR based payments and 62 customer service based payments each month. The average Web Based payment was \$341.00, for the IVR \$338.00 and for Customer Service \$388.00 per month.

39. How do customer service agents submit credit card transactions? Is it through a credit card terminal, web based virtual terminal or other processing method? Payconnection web based or live operator.
40. Who is your current vendor for IVR transactions? What is the transaction flow for IVR payments? JP Morgan Chase provides this service as part of its PayConnexion system. These are provided to the State in a daily data file along with other payment types available through the PayConnexion system—those entered by Customer Services Representatives and Web payments.
41. Are IVR transactions (Visa, MasterCard, debit and ACH) completely automated (i.e. no customer service involvement)? If so, what data does the State require for reporting purposes? Yes, at customer's request. The data outlined in #5 on pages 13-14 of the RFQ is required.
42. Does the State currently log and record calls through this channel? No.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

43. Page 14 item E Debit Card, 1C- Would the State be open to discussion with regard to this requirement such as a modification to provide all cardholders access to electronic statements via a secure internet site and the ability to opt out for paper statements?

The demographics of West Virginia do not lend themselves to making electronic statements mandatory. An "opt out" provision of a paper statement to an electronic statement option is acceptable.

44. Please provide cardholder usage statistics as described below: The state does not have access to this information.

- Number of ATM withdrawals Average dollar amount of ATM withdrawals
- Average number of Point of Sale transactions
- Average dollar amount of Point of Sale transactions
- Number of IVR and live customer service agent calls
- Number cash advances conducted at a bank's teller window

45. Does the State require the cardholder materials to be in any other language besides English? Spanish

46. What is the current number of active cardholders?

As of December 31, 2010 71,681

47. What method and frequency of notification will the State use to notify the vendor to change the card status from active? This will be accomplished through a daily data file.

48. Will the daily file of cardholder updates contain only the data that is being updated or will the file contain the entire cardholder record with both updated and non-impacted data?

Currently, the entire cardholder record is provided in the daily data file, not just the data being uploaded.

49. What is the format for the OSCAR PIN? 9 digit numeric.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

50. Please clarify the number of copies requested in response to the RFQ, both original and copies, of the Technical and Pricing proposal responses.
- 1 copy for Bureau and one courtesy copy for Department of Administration (DOA), for a total of 2 copies.
51. Also, please clarify if Technical and Pricing proposal responses should be submitted in separately sealed envelopes and labeled accordingly. Yes.
52. Pricing tables indicate 7 years for the life of the contract.
- List price per year and then a total for all 7 years.
53. Please clarify if the SDU will be responsible for posting the ACH payments. Yes
54. ACH/EDI payments. Please confirm that the vendor will process ACH/EDI payments received from employers and from other state child support agencies. Yes
55. Entry of Payment Information into OSCAR. Please confirm that it is acceptable to implement a child support payment processing system which will generate a receipt file that will update payment information into OSCAR. Yes.
56. Please confirm that the Agency will provide a demographic file to be used by the vendor's receipting system for identification of payments. Yes or provide a real time interface with OSCAR.
57. The Vendor must be a FDIC, Federal Savings and Loan Insurance Corporation or National Credit Union Savings Insurance Fund insured affiliated with a VISA or MasterCard system and EFT capable, using NACHA regulations. Be a FDIC member and a licensed West Virginia financial institution or a company that has a contract with a FDIC member licensed in West Virginia. Please confirm that a company that is not a financial institution meets mandatory requirements as long as they subcontract with a financial institution as described in each of these sections. Yes
58. Most SDU's bids now require the vendor to roll all costs up into a per transaction rate, such as a per receipt rate or a per disbursement rate to ensure that the cost evaluations are consistent. Would the state consider simplifying the cost sheets and to utilize this methodology? The vendor would still be able to provide the detail in their monthly reports.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

Complete as outlined in the RFQ. If there is an optional service you are not bidding or another task that is a \$0 dollar amount, place \$0 in that field.

59. There is a Cost column and Total Cost column, please clarify the difference between these two columns.

Cost and total cost on page 48 are the same.

60. Are the optional services cost to be included in the Overall Grand Total on page 53? Yes

61. Is this document an outline of deliverables during transition only or is the vendor required to include costs for each task?

Cost per each task. If there's a \$0 cost, indicate by placing a \$0 in field.

62. Is the amount that is entered here the same as the total cost listed on the cost sheet listed on page 46? Yes

63. Regarding the items on page(s) 44 and 45 will they be evaluated as Pass or Fail? Yes

64. Section B 1) "Provide a written plan and prioritized schedule for the performance of each of the required activities outlined in this RFQ". Please specify which activities you want.

As outlined in the RFQ as well as Transitional Plan.

65. Can the data file transmission of all deposited items be uploaded to the Oscar system? And if so, can you provide the file format needed to feed the information into the Oscar system?

This file and hence, this process currently do not exist.

66. ATM Locations - Required in all WV Counties? Yes

67. If the vendor who is awarded this business has an ATM located within 5 miles in a bordering county, would this be considered acceptable as to having an ATM located within both counties? (Providing service to both counties) No

68. Please clarify the location the State wishes to have the proposal submitted. At the top of the Request for Quotation Form the "Ship To" address is:

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT
REQUEST FOR QUOTATION
CSE11062 Addendum # 2

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV 25301-3703

At the end of the Request for Quotation Form, it states the bid must be submitted to:
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
BUILDING 15
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25305-0130

Submit to Department of Administration
Purchasing Division at the address indicated.

69. Will the State allow vendors to charge for debit card customer service calls greater than 5 calls per month? Calls for lost, stolen, damaged cards and/or calls for resolving disputes and PIN selection/change would not be included in this count. Providing vendors the ability to charge for calls above 5 per month enables lower overall cardholder fees without penalizing most cardholders who do not exceed this limit. This is acceptable to the State.
70. Will the State modify this requirement to allow vendors to provide at least one ATM or bank teller in each of the 55 counties? No
71. As a cost saving and environmental measure, would the State consider changing the requirement to provide electronic statements via the website as the primary delivery method with paper copies mailed only to those who request them? This approach is common in the government benefits debit card industry and is compliant with Regulation E requirements.

The state will allow the vendor to allow the customer to opt out of paper statements.

72. Will the State consider modifying this requirement to allow vendors to charge for bank tellers after one free per deposit to the card? This change would allow vendors to provide a lower overall cardholder fee schedule while providing the program at no cost to the Agency. No.
73. RFQ states that "This lockbox shall be separate and in addition to the operations lockbox established for regular support payments." Can the State please clarify what is meant by "separate" from lockbox established for regular support payments?

The Repayment lockbox must be a post office box which is different from the post office box used

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT
REQUEST FOR QUOTATION
CSE11062 Addendum # 2

for operations lockbox.

74. Can the State please clarify the contract term? There appears to be different contract terms provided on the Request for Quotation form and on page 38 in the section titled Project Term.

The contract term is 3 years with 4 one-year renewals.

75. If a vendor provides additional services for debit card custodial parents, where should these services (and any applicable fees) be added to the provided fee services chart?

The Debit Card service fee schedule must be addressed as outlined on page 52 of RFQ CSE 11062.

76. Please clarify why there is an * before Debit Cards Issued at the top of the page. Typographical error.
77. Are Vendors required to sign and submit the Vendor Preference Certificate with the bid responses? Only if the Vendor is claiming a preference.
78. Are Vendors required to sign and submit the Attachment P.O. # CSE11062 with the bid responses?
Yes
79. Are Vendors required to sign and submit the Agreement Addendum with the bid responses? Yes
80. Will the State please provide debit card reports from December 2010, January 2011, and February 2011 that shows the number of cards active and pinned?

At the end of calendar year 2010 BCSE had 71, 681 debit card holders. An average of 533 cards were issued each month during this period. An average of 76,108 debit card postings occurred each month during this calendar year while each posting averaged \$128.58.

81. Please provide the current cardholder fee schedule for debit card recipients. See attached.
82. Would the State be interested in receiving alternate proposals with a processing center located outside of West Virginia if the Vendor can demonstrate significant cost savings to the State?

The State Distribution Unit (SDU) must be located within the range outlined in the RFQ. The financial institution, if located outside of the stated range, must use an Electronic Cash Letter.

83. Can the State provide a copy of the current contract and the last six months of invoices? Yes. See attached.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT
REQUEST FOR QUOTATION
CSE11062 Addendum # 2

84. Would the state please provide the Request for Quotation in a Word document. No, we do not provide an alterable electronic version.
85. Are all the costs from the cost sheets titled , Account Rate Structure, Per Unit Fees, Scanning Services, Optional Services, and Reports added together to by year and placed in the column titled "Of All inclusive Cost on the Cost Sheet found on page 46? Yes

Please clarify the cost information that needs to be included in the Monthly Operational Cost and Ancillary Cost. Monthly operating costs are the transaction fees which include the per item costs of posting mail payments, posting EFT/EDI payments, posting ACH disbursements, making check disbursements (including postage), posting debit cards payments, debit card fees, document imaging costs, preparation and transmission of electronic cash letters, posting web based payments, research costs, post office box rental, stop payment costs, monthly maintenance fees, and charge back costs. Ancillary costs would be the costs of check stock and envelopes.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT
REQUEST FOR QUOTATION
CSE11062 Addendum # 2

Invoices for the period August 31, 2010 – January 31, 2011

JPMorgan Chase Bank, N.A.

Account Analysis Invoice

CUSTOMER NAME: STATE OF WEST VIRGINIA SDU
GROUP ACCOUNT [REDACTED]
EFFECTIVE DATE: 20100831

AUG 01 THROUGH AUG 31, 2010
[REDACTED] GROUP ACCOUNT

Payments Received	0.00
Total Payments Received	<u>0.00</u>
Charges Brought Forward	308,926.16
Current Analysis Charges	<u>89,277.62</u>
TOTAL AMOUNT DUE	398,203.78

DUE DATE: 09/30/2010

Please send remittance and a copy of this invoice to:

JPMORGAN CHASE BANK, N.A.
P.O. BOX 973636
DALLAS TX 75397-3636

JPMorgan Chase Bank, N.A.

Account Analysis Invoice

CUSTOMER NAME: STATE OF WEST VIRGINIA SDU

EFFECTIVE DATE: 20100930

SEPTEMBER 2010 (SEP 30/2010)

GROUP ACCOUNT

Payments Received	
09/07/2010	133,630.33
09/24/2010	175,295.83
Total Payments Received	<u>308,926.16</u>
Charges Brought Forward	89,277.62
Current Analysis Charges	<u>119,388.69</u>
TOTAL AMOUNT DUE	208,666.31

DUE DATE: 10/31/2010

Please send remittance and a copy of this invoice to:

JPMORGAN CHASE BANK, N.A.
 P.O. BOX 973636
 DALLAS TX 75397-3636

JPMorgan Chase Bank, N.A.

Account Analysis Invoice

CUSTOMER NAME: STATE OF WEST VIRGINIA SDU
 [REDACTED]

EFFECTIVE DATE: 20101031

[REDACTED] OCTOBER THROUGH OCTOBER 2010

GROUP ACCOUNT

Payments Received

10-25-2010

89,277.62

Total Payments Received

89,277.62

Charges Brought Forward

119,448.69

Current Analysis Charges

85,159.30

TOTAL AMOUNT DUE

204,807.99

DUE DATE: 11/30/2010

Please send remittance and a copy of this invoice to:

JPMORGAN CHASE BANK, N.A.
 P.O. BOX 973636
 DALLAS TX 75397-3636



JPMorgan Chase Bank, N.A.

Group Account: [REDACTED]

STATE OF WEST VIRGINIA SDU
OPERATING ACCOUNT
1300 E 9TH ST
FLOOR 13
LEBLEY LONG
CLEVELAND OH 44114

Analysis Period:
NOV 1 through NOV 30, 2010

Contact:
GEORGE SESOCK
Phone: 330-972-1782



Account Analysis Invoice

Group Account: [REDACTED]

Payments Received:

Total Payments Received	0.00
Charges Brought Forward	204,607.88
Current Analysis Charges	87,882.04
TOTAL AMOUNT DUE	292,270.03

Account Analysis Payment Remittance

(Please detach and return this portion of invoice with payment.)

Charges Brought Forward	\$204,607.88
Charges This Period	\$87,882.04
Total Amount Due	\$292,270.03

Customer Name: STATE OF WEST VIRGINIA SDU
Group Account: [REDACTED]
Due Date: 12-31-2010

Amount Enclosed	
-----------------	--

JPMORGAN CHASE BANK, N.A.
P. O. BOX 973636
DALLAS, TX 75397-3636

The Total Amount Due does not include payments received after 11-30-2010.

FEB 02 2011

JPMorgan Chase Bank, N.A.

RECEIVED

Account Analysis Invoice

RECEIVED

CUSTOMER NAME: STATE OF WEST VIRGINIA SDU
GROUP ACCOUNT: [REDACTED]
EFFECTIVE DATE: 20101231

BUREAU FOR CHILD SUPPORT
ENFORCEMENT

DEC 01 THROUGH DEC 31 [REDACTED] GROUP ACCOUNT [REDACTED]

Payments Received	
12/30/2010	85,159.30
Total Payments Received	<u>85,159.30</u>
Charges Brought Forward	207,110.73
Current Analysis Charges	<u>94,209.85</u>
TOTAL AMOUNT DUE	301,320.58

DUE DATE: 01/31/2011

Please send remittance and a copy of this invoice to:

JPMORGAN CHASE BANK, N.A.
P.O. BOX 973636
DALLAS TX 75397-3636

[Handwritten signature]

JPMorgan Chase Bank, N.A.

Account Analysis Invoice

CUSTOMER NAME: STATE OF WEST VIRGINIA SDU

GROUP ACCOUNT: [REDACTED]

EFFECTIVE DATE: 20110131

JAN 01 THROUGH JAN 31 2011

Group Account No. [REDACTED]

GROUP ACCOUNT

Payments Received

01/14/2011

87,662.04

Total Payments Received

87,662.04

Charges Brought Forward

213,598.54

Current Analysis Charges

86,211.21

TOTAL AMOUNT DUE

299,809.75

DUE DATE: 02/28/2011

Please send remittance and a copy of this invoice to:

JPMORGAN CHASE BANK, N.A.

P.O. BOX 973636

DALLAS TX 75397-3636

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR CHILD SUPPORT ENFORCEMENT
 REQUEST FOR QUOTATION
 CSE11062 Addendum # 2

Exhibit 2

Pricing Information

CHASE /Bank One ATM

Withdrawals

- 4 Free at Chase/Bank One ATM
- Additional Withdrawals \$1.50

ATM Balance Inquiries

- Unlimited Free at Chase/Bank One
- At all other ATM's \$0.50

Point of Sale (POS) Transactions

- Unlimited Free

POS Transactions with Cash Back

- Unlimited Free
- Free Balance Inquiries**
 - Via Internet
 - Telephone Inquiries through toll-free IVR
 - Chase or Bank One ATM's

All other ATM balance inquiries - \$0.50

Customer Service (Automated)

- Unlimited Free

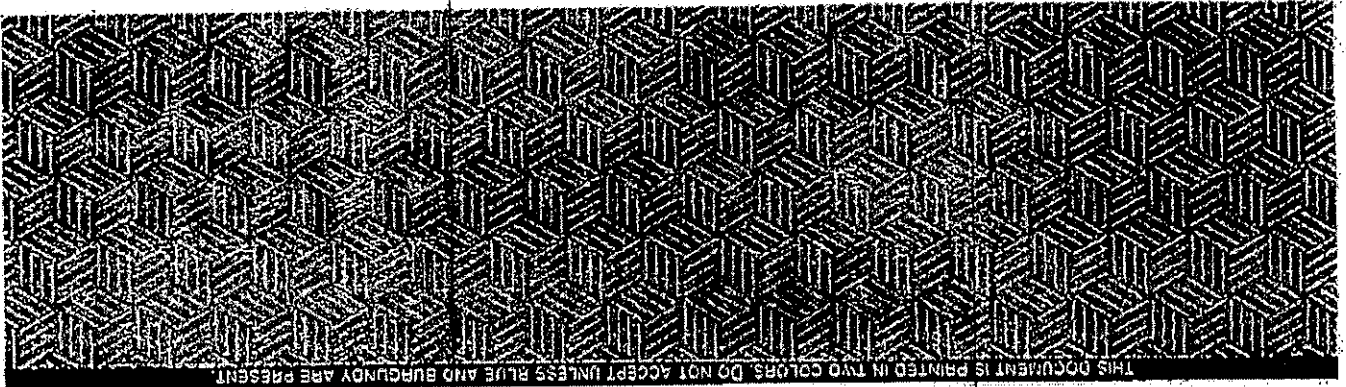
Customer Service (Live Agent)

Cash Advances at VISA Member Banks

- Unlimited Free Replacement Cards
- First replacement card each year free
- Additional replacements \$5.00
- Overnight Delivery additional \$10.00
- Monthly Statement**
 - Free
- Account Overdraft**
 - No Fee
- Denial for Insufficient Funds**
 - \$1.50 per month

SEE REVERSE SIDE FOR
OPENING INSTRUCTIONS

SEE REVERSE SIDE FOR
OPENING INSTRUCTIONS



REMOVE DOCUMENT ALONG THIS PERFORATION

81091113 1000407 0810 0021

CIRIIZ

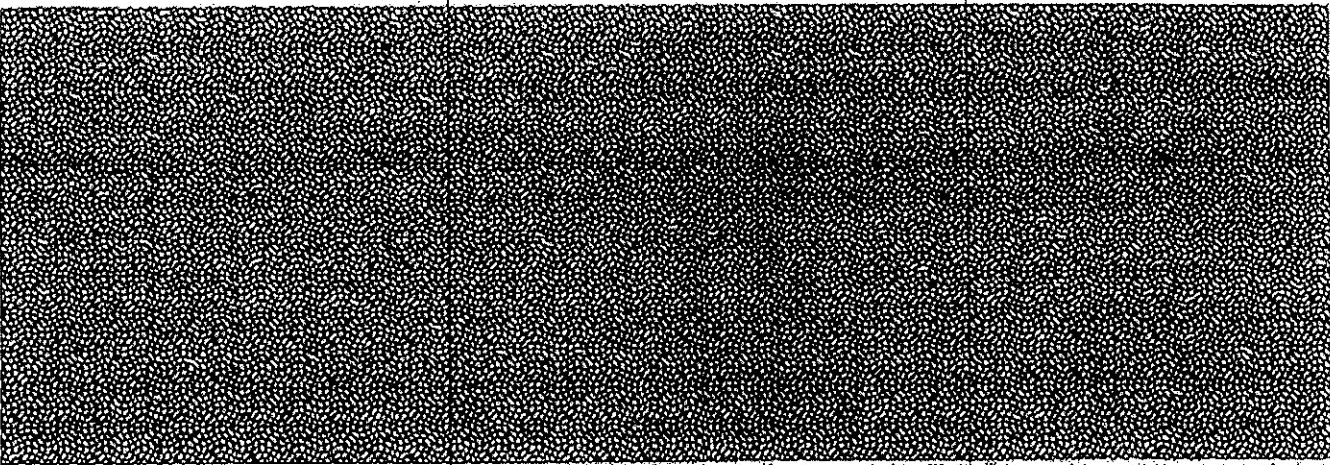
52030

P. 01

Mar 31 2011 7:06

Fax: 3043487971

JPMORGAN



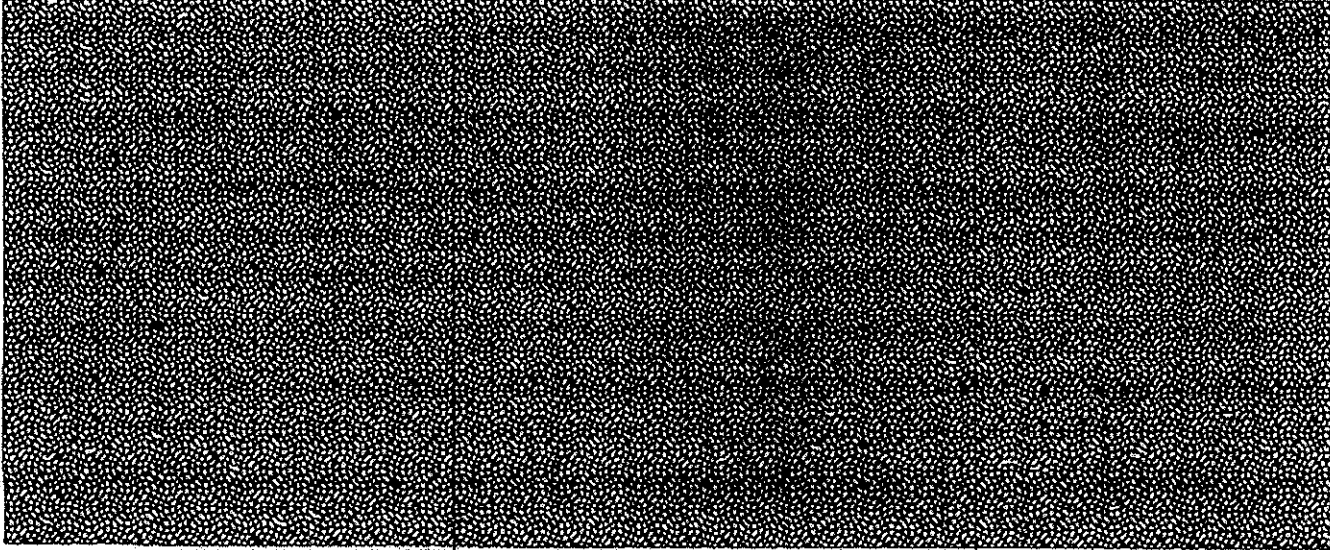
REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

HOLD AT ANGLE TO VIEW SECURITY MARK

DO NOT ACCEPT IF SECURITY MARK IS ABSENT
ENDORSE HERE

DO NOT WRITE, STAMP, OR ENDORSE BELOW THIS LINE



P.02

7:07

Mar 31 2011

Fax: 3043487971

JPMORGAN

REMOVE SIDE EDGES FIRST
THEN FOLD, CREASE AND TEAR ALONG PERFORATION





State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
CSE50633

PAGE
1

BLANKET RELEASE
00

CORRECT PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS PUR-
CHASE ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV
25301-3703

AGENCY COPY

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV
25301-3703 304-558-1649

*A14112506 312-732-5225
J P MORGAN CHASE BANK NA
300 S RIVERSIDE PLAZA
MAILSTOP I11-0093
CHICAGO IL 60606

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/09/2005		NET 30		134994650			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	02/14/2005	JB	946-33		.00000		
CHILD SUPPORT COLLECTION, TRACKING & DISBURSEMENT							
OPEN END CONTRACT							
VENDOR TO PROVIDE FOR THE CENTRAL COLLECTION, DISTRIBUTION AND TRACKING OF CHILD SUPPORT PAYMENTS MADE FOR CASES BEING ADMINISTERED UNDER THE WEST VIRGINIA BUREAU OF CHILD SUPPORT ENFORCEMENT AS PER THE ATTACHED.							
THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE PURCHASE ORDER AS ISSUED BY THE DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION, ANY ADDENDA, THE ORIGINAL REQUEST FOR PROPOSAL AND THE RESPONSE TO THE REQUEST FOR PROPOSAL AS PREPARED BY JPMORGAN CHASE.							
						WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED NOV 14 2005 <i>Beverly Toler</i> 2005 NOV 15 AM 11:23 RECEIVED OFFICE OF DHHR PURCHASING	

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END
TOTAL

APPROVED FOR
[Signature]
APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY *[Signature]* RON PRICE
PURCHASING DIVISION AUTHORIZED SIGNATURE
304-558-0492

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order. —
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR § 160.103) and will be disclosing Protected Health Information (45 CFR § 160.103) to the vendor.

AGREEMENT ADDENDUM

WV-96
Rev. 5/94

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: D4HR

Signed: [Signature]

Title: Buyer Supervisor

Date: 11/3/05

VENDOR

Company Name: J. P. Morgan Electronic Financial Services, Inc.

Signed: [Signature]

Title: Branch Manager SVR

Date: 10/24/05

Bureau for Child Support Enforcement
RFP # CSE50633

Part 1 GENERAL INFORMATION

1.2 Project:

The mission or purpose of this project is to ensure that all support payments are collected, tracked, and distributed efficiently and accurately, and that the majority of said payments, approximately 99%, are disbursed within twenty-four hours of receipt.

The Vendor/contractor, hereinafter referred to as the "Vendor," shall be responsible for providing a centralized system for the processing of all support payments received under the West Virginia child support enforcement program. This responsibility shall include, but is not limited to: receiving, opening and sorting mail; depositing receipts into an interest bearing account; identifying the correct payor and payee when necessary; entering all required information into the On-line Support Collections and Reporting system, "OSCAR;" distributing money to the appropriate party based on a computer file generated by the OSCAR system by means of check, direct deposit, or debit card; and establishing a Web-based payment option that will allow non-custodial parents to initiate payments by Visa, Master Card, Debit Card, or through the ACH network.

The Vendor shall in all circumstances meet the mandatory requirements set forth in this RFP.

PART 2 OPERATING ENVIRONMENT**2.1 Location:**

The Agency is located at 350 Capitol Street, Charleston, West Virginia, Room 147. The Vendor must be registered as a West Virginia financial institution and a member of FDIC, or a company which has a contract with a West Virginia financial institution that is a member of FDIC, and will be responsible for establishing a separate operating facility away from but within five (5) miles of the Agency's main office.

2.2 Background:

A. Since July 1988, the Agency has used the services of a local financial institution for its lockbox services in order to process and track receipts and make disbursements in relation to its child support enforcement program.

B. The services provided include, but are not limited to, traditional lockbox functions such as collecting mail from a dedicated post office box, sorting and batching the envelopes' contents, endorsing and depositing the remittances into an interest bearing account maintained by the Agency, providing detailed management reports to the Agency, and disbursing child support receipts by check, debit card, and through the ACH network, and establishing Web-based payment options.

C. Additional Services have included:

1. Data entry of each remittance into the data base of the Agency's OSCAR system for the purpose of updating payment, disbursement, and other case related information.
2. Initial research on all remittances that contain incomplete or incorrect identifying information.
3. Entry of all information on remittances that are not accompanied by billing notices and cannot be identified.
4. Receiving electronic funds transfers, including ACH/EDI transactions, as well as initiating outgoing wire transfers, ACH/EDI transactions, and direct deposits.
5. Managing the debit card program for the disbursement of child support. (Refer to Part 3, Section 3.2.4E.)
6. Printing and mailing disbursement checks to custodial parents and non-custodial parents, as well as other properly identified and approved third parties, based on data transmitted to the Vendor each night by OSCAR.
7. Routine banking and financial institution services such as stop payments, check re-issuance, and account reconciliation, and electronic disbursement reversals.
8. Establishing a Web-based payment option that will allow non-custodial parents to initiate the payment of child support through a Web site by use

of a Visa, Master Card, Debit Card, or through the ACH network.

9. Working closely with the Agency's on-site liaison to resolve "point of entry" problems, issues, and concerns.

PART 3

PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The Vendor shall:

- A. Assume full and complete responsibility for the cost and timely accomplishment of all activities and duties required by this RFP and carry out those activities and duties in a competent and timely manner.
- B. Notify the Agency in writing of any personnel changes in the Vendor's management hierarchy that would be related to the successful operation of the contract resulting from this RFP.
- C. Maintain a necessary level of cooperation and communication with the Agency in order to accomplish the successful performance of the responsibilities outlined in this RFP.
- D. Agree that no aspect of its performance under the contract will be contingent upon the Agency's personnel or the availability of the Agency's resources, except for access to the OSCAR system and the training required to perform the contract, or for those actions arising out of the normal operation which can be expected in such contractual relationships.
- E. Submit in writing to the Agency immediately upon learning of any situation which could reasonably be expected to adversely affect the collection and distribution process a detailed account of the situation, including a recommendation for resolution whenever possible.
- F. Be responsible for and have full knowledge of current and detailed Federal and West Virginia laws, regulations, and guidelines promulgated thereunder which are pertinent to the IV-D collection and distribution process, as well as to the tasks and responsibilities outlined within this RFP.
- G. Cooperate fully with any other Vendors/contractors that may be engaged by the Agency to work on the activities related to the collection and distribution process.
- H. Recognize and agree that any and all work performed outside the scope of this RFP/Contract or without the consent of the Agency shall be deemed by the Agency as gratuitous and not subject to charge by the Vendor.

- I. Be liable for any improperly disbursed support payments when such improper payments occur as the result of normal day to day processing errors made by the Vendor or are otherwise attributable to the negligent or willful failure of the Vendor to adhere to the collection and performance standards established by the Agency, this RFP/Contract, or State and Federal laws and regulations. Liability will include, but is not limited to, reimbursement to the Agency for any funds distributed to a wrong party. Said funds will be immediately reimbursed upon presentation of documentation verifying the error, even if the Vendor has been unsuccessful with attempts to recover said funds.
- J. Establish a Web-based payment option within six months of the effective date of any contract resulting from the RFP, or within any other time frame as mutually agreed upon by the Vendor and the Agency. The Website will be accessible by custodial parents, non-custodial parents, employers, etc. and will make credit card, debit card, and ACH initiated payment options available. This payment option will be easily accessible and user friendly. The Vendor will work closely with the Agency in order to initiate the Web-based payment option within the agreed upon time frame.

3.2 Scope of Work:

3.2.1 *Access Requirements:*

To insure compliance with the contract and for any other reason the Agency deems appropriate for the effective and continuing operation of the centralized collection and distribution process, the Agency and its authorized representatives and designees shall at all times have the right to enter any premises of the Vendor used in the performance of the contract, including the centralized collection and distribution operations site, or such other place where duties of the contract are being performed. The Agency's right of access shall be exercised in order to inspect, monitor, or otherwise evaluate the work performed or being performed therein, or to elicit information concerning the operation of the centralized collection and distribution function. All such instances of access shall be undertaken in such a manner that will not unduly disrupt the Vendor's operations or performance under the contract, and shall be coordinated through the responsible Vendor representative and account officer.

3.2.2 *Confidentiality of Respondent and Client Information:*

- A. The Vendor, its officers, agents, employees and subcontractors shall treat all information, with particular emphasis on information relating to customers and litigants, which is obtained through performance under the contract, as confidential information to the extent required by the laws of the State of West Virginia and of the United States, as well as any regulations promulgated thereunder.

1. All individually identifiable information relating to any customer and litigant shall be held confidential and shall not be disclosed by the Vendor, its officers, agents, employees, or contractors without the prior written approval of the Secretary of the Department or his/her designee.
 2. The Vendor may not at any time furnish case file information or documentation to any requesting customer or litigant.
 3. The use of information obtained by the Vendor in the performance of its duties under any contract resulting from this RFP shall be limited to those purposes directly connected with such duties.
 4. The Vendor shall promptly advise the Agency of any and all requests received for information described in this RFP.
- B. The Vendor shall be responsible for assuring that any agreement between itself and any of its officers, agents, employees, or subcontractors contains a provision which strictly adheres to the provisions of confidentiality as described in this section.

3.2.3 *Payment Processing:*

The Vendor shall provide the following services in relation to processing payments, which are most generally received by mail, but which may also be received electronically through the ACH network or through the Web-based payment option:

- A. Receipt of Mail:
1. Maintain a post office box dedicated to the receipt of child support collections and related activities.
 2. All mail shall be transported directly to the Vendor's operations center each business day, unopened.
 3. All mail shall be opened on the day of receipt. Every envelope received shall be candled in order to ensure that the entire content of each envelope is removed. Candling is the process of slitting all three sides of the envelope and laying it open. This process will be completed by the Vendor who will ensure that 99.999% of the time the entire contents of an envelope will be removed. All envelopes that contain correspondence shall be segregated from the other envelopes. The Vendor shall remove all correspondence from each such envelope and attach it to the envelope. The envelope with the correspondence attached shall be forwarded to the Agency each day.

4. The Vendor shall review each receipt for the following exceptions:
 - a. Amount- When the written amount and the numeric amount disagree, the remittance documents shall be returned to the maker.
 - b. Date- The Vendor shall notify the Agency upon receipt of a post-dated or stale dated check. (A stale dated check is any check that is more than six months old, unless otherwise stated.) The Agency will either approve the check for deposit or instruct the Vendor to return the check to the maker, indicating that it is stale dated or post dated.
 - c. Signature- All checks received which are not properly signed and/or endorsed shall be returned to the maker. The Vendor shall indicate to the maker that the check is being returned because of an illegal or missing endorsement, an endorsement not as drawn, a missing signature, or other appropriate reason. All legal endorsements shall be honored.
 - d. Payee- Unless otherwise notified by the Agency, any time the payee identified on the check is significantly different from "Bureau for Child Support Enforcement" the envelope, along with all of the related information, shall be forwarded to the Agency for further processing.
5. After removing the documents from the envelopes and sorting the payments from the correspondence, the Vendor shall immediately endorse each payment: "For Deposit to the Account of the Within Named Payee." The endorsement shall clearly include the date the mail is received by the Vendor.

B. Deposits:

1. All payments shall be deposited into an interest bearing DDA account within twenty-four hours of receipt. All monies shall be deposited into a financial institution which is designated or eligible to be designated as a State Depository pursuant to West Virginia Code, Sections 12-1-1 et seq., in addition to being a direct participant in the Federal Reserve Automated Clearing House System. Receipts not deposited in the Agency's account shall be secured in a safe when they are not being processed. The Vendor shall maintain records that will disclose the dates that payments are received and subsequently deposited. Performance of this standard will be measured periodically by review of the Vendor's office records.
2. The Agency's operating account shall be established as a zero balance account with a corresponding interest bearing account. The Vendor will debit/credit the interest bearing account daily based on the

monetary needs of the Agency's operating account. The interest bearing account shall bear a variable interest rate based on the current T-Bill rate or other interest indices as may be mutually agreed upon. The spread on this rate shall be part of the cost proposal to this RFP. The Agency understands that there will be balance requirements attached to any account for which a rate is quoted. The Vendor shall provide full disclosure with regard to the computation of any rate applied to the Agency's interest bearing account.

3. The Vendor shall have the right to charge the Agency's operating account for any checks that have not been honored by the drawee bank and subsequently returned. Said checks, along with the debit advice, shall be forwarded to the Agency along with the daily attachments.

C. Entry of Payment Information into OSCAR:

Payments shall be sorted into two categories for processing:

1. Payments accompanied by remittance documents, whether generated by OSCAR or an employer, shall contain the necessary information for processing into the OSCAR system without further inquiry. Entry should be made based on information contained on the remittance.
2. Payments not accompanied by remittance documents, or remittance documents that have been determined to contain incomplete or erroneous information, shall require the Vendor to inquire into the appropriate OSCAR data files in order to identify the appropriate and correct case related information. Every available related resource shall be utilized in an effort to identify the payment. If the payment is still unidentified after all resources have been exhausted, the Vendor shall enter the receipt as an "Unidentified Receipt" in OSCAR.

D. Balancing Batch Entries to the Daily Deposit:

All payments entered into OSCAR on any given day must balance to the total amount deposited to the Agency's account for that day. Once the day's receipts have been entered and balanced to the deposit, the Vendor shall reconcile the batch as being complete. The batch will then be processed and the payments allocated by a nightly programming job in the OSCAR system which is controlled by the Agency. Each day's receipts shall be processed and included in an approved batch on the same day they are received.

E. Error Rate:

1. The Vendor shall not exceed a processing error rate of two one hundredths of one percent (.002%). This error rate shall be calculated by dividing the number of errors by the total number of receipts processed in any one month: i.e., 100 errors/80,000 receipts = .00125% error rate. Payments may be

defined as all those payments received that are to be credited to a non-custodial parent's account, whether single or multiple accounts, and those that are ultimately credited to the operating account as unidentified. An error exists if there is a failure to process a receipt within the payment processing standard, a failure to credit the correct amount to the appropriate case or unidentified category, or failure to identify or credit the correct OSCAR case to which a payment should be processed given the identifying information provided. Failure to process a payment entirely from receipt through credit to an OSCAR case shall be counted as an error for inclusion in the error rate calculation.

2. Each month the Vendor shall take a sampling of the payment transactions from the previous month using standard statistical sampling techniques that shall allow the disclosure of an accuracy rate of 99.8% or an error rate of no more than .002 %, with a 95% confidence level and a standard deviation of no more than .1%. The Vendor shall perform the sampling monthly, including in the universe all those receipts received in the previous month. All the work papers and sample transactions shall be retained by the Vendor from audit period to audit period and may then be discarded. A summary of this sampling, including the error rate calculation, will be provided to the Agency each month.
3. The monthly analysis of the payment processing error rate shall be conducted by the Vendor and verified by the Agency. The Agency, at its option, may conduct its own analysis, which will take precedence over the Vendor's analysis.

3.2.4 Disbursement Process:

Each business day, the Agency shall transmit to the Vendor a data file containing information for payees to whom disbursements are to be effectuated. The Vendor's responsibilities will include:

A. Check Stock:

The Vendor shall maintain on hand sufficient supplies of checks to allow for the generation of checks for at least two months. Checks will be used for those disbursements not made by ACH or Debit Card.

B. Provide Beginning Check Numbers:

1. Each business day, by the time required in the contract, the Vendor shall provide the Agency with the beginning check number for the checks to be issued the next day.
2. The Vendor shall be required to maintain a log of dates, times, and check numbers provided to the Agency.

C. Receipt of Disbursement Information:

1. The computer data file containing disbursement information to be used in printing child support checks, effectuating ACH disbursements, or uploading Debit Card information shall be electronically transmitted to the Vendor at the beginning of each business day by the Agency's computer center, Management Information Services (MIS).
2. The Vendor shall maintain a log which records the date and time the disbursement data file was received from the Agency and the respective disbursement date the data file represents.

D. Check Printing and Mailing:

1. Each day, the Vendor shall print all of the checks required as a result of the previous business day's OSCAR nightly account processing which appears on the daily OSCAR disbursement data file. These checks will be printed according to the format supplied by the Agency.
2. The Vendor shall hold the checks until 1:00 PM in order to allow the Agency time to review the disbursements file and, as may be necessary, request checks to be pulled and not disbursed.
3. All checks printed each day shall be prepared for mailing and delivered by the Vendor to the US Postal Service no later than 3:00 PM that day. (The per check fee to be quoted by the prospective Vendors in their cost proposals should include the postage amount for mailing.) The envelopes used for mailing shall clearly display the Agency's return address so that undeliverable checks will be returned to the Agency and not the Vendor.
4. The Vendor shall be required to include envelope stuffers with the disbursement checks from time to time. Stuffers are defined as client notification information prepared by the Agency.
5. The Vendor shall provide the Agency with a monthly statement of all checks written, ACH transactions initiated, and Debit Card uploads from the collection/disbursement operations account. The Agency prefers this statement be provided on CD ROM for use in personal computers.

E. Debit Card:

1. Vendor's Responsibility:
 - a. The Debit Card shall be a branded VISA or MasterCard, shall operate via the VISA or MasterCard network, shall be accepted by any participating merchant, and shall allow for PIN based and signature based purchases.

- b. The Debit Card must be "Regulation E" compliant. The Agency is a government entity, and Section 205.15 of Regulation E applies.
- c. The Vendor will assume all "Regulation E" responsibility for the Debit Card, including the providing of monthly statements by mail to cardholders.
- d. The Vendor will accept, at a minimum, the following data elements to establish a customer account and, if necessary, other fields, such as a unique identifier, that may be added during the design phase of the project:

First Name
Last Name
Address Line 1
Address Line 2
City
State
Zip Code
Phone Number (if known)
Social Security Number
Date of Birth

- e. The Debit Card must perform through an operating ATM network and allow for withdrawal of cash through a normal ATM transaction.
- f. The card must operate as a Debit Card and have no line of credit associated with it.
- g. The Vendor will provide and issue the initial cards to the customers at no cost to the Agency.
- h. The Vendor will issue a Debit Card to the customer within the negotiated time frame after receipt of the account set-up information.
- i. The Vendor will notify the Agency within the negotiated time frame when an account is ready to accept deposits.
- j. The Vendor will be responsible for the issuance of replacement Debit Cards to the cardholders.
- k. The network must be accessible to customers and the technology used must be currently active and available throughout the state.
- l. Due to the anticipated volume, there must be an automated procedure for an electronically secure data connection to accept

- customer account information on a daily basis (i.e., new accounts, updates), requiring no manual entry of data by the Agency.
- m. Funding transactions from the Agency to the financial institution will be made according to the NACHA approved CCD+ format for child support transactions.
 - n. Funds must be processed and credited to the customer's account so that they are available by close of business on the day that the funds settle to the financial institution.
 - o. The Vendor will allow the Agency to initiate, if necessary, reversals for any customer entries made in error to the account, per NACHA regulations.
 - p. The Vendor must be FDIC, FSLIC, or NCUSIF insured, affiliated with a VISA or MasterCard system, and EFT capable, using NACHA regulations.
 - q. The Vendor must not deny any customer referred by the Agency for participation in the Electronic Benefit Card Program.
 - r. The Cardholder may not make deposits or add value to the card.
 - s. The Cardholder will not be able to obtain checks or negotiate checks against the card or the underlying account.
 - t. The Vendor will provide the cardholders with the instructional material associated with the card at no cost to the Agency.
 - u. The Vendor will notify the customers in advance of changes in policy that affect them and/or their accounts at no cost to the Agency.
 - v. The Vendor will notify the Agency in advance of any changes effecting cardholders at no cost to the Agency.
 - w. The Vendor will treat any cardholder of the Agency's Debit Card as it would any cardholder of a non-agency card. This will include all services provided to all cardholders of the financial institution's Electronic Benefit Card that are not in conflict with any of the above listed guidelines.
 - x. The Vendor will provide, at a minimum, monthly status reports during the design, testing and implementation phases of the project. The report will contain, at a minimum, the following

items:

- Tasks that were completed that month;
- Tasks to be completed the following month; and
- Outstanding issues that need to be resolved.

y. Due to the numbering scheme currently in use, new cards and new numbers may have to be issued to existing BCSE debit card customers, at the Vendor's expense.

2. The State's Responsibilities:

- a. The Agency will initially refer only those customers that had four or more distributions during the preceding 12 month period.
- b. Thereafter, the Agency will only refer new customers when any of the following occur:
 - The customer's case with the Agency changes from an establishment case to an enforcement case;
 - The customer opens a new case with the Agency as an enforcement case; or
 - The customer has a distribution in a case which does not already have a Debit Card.
- c. Customers will not be referred to the Vendor if they meet the Agency's exception criteria which limits their ability to access account funds electronically.
- d. The Agency will inform the Vendor when a customer is no longer required to have a Debit Card.
- e. The Agency will continue to provide to its customers with both a 24/7 Interactive Voice Response System and an internet site which allow customers to access case payment and other child support information. Through these systems, the parent can find the date the payment applied to his/her cases(s).

3. Preferred Scope of Work Options:

- a. The Vendor will allow the Agency to provide a name for the Debit Card.
- b. The Vendor will allow the Agency to choose an appropriate graphic for Debit Card from the graphics available through the partner financial institution.
- c. The Vendor will allow the Agency to provide a graphic for the Debit Card if a suitable graphic is unavailable through the financial

- institution.
- d. The Vendor will allow the Debit Card to remain active until the Agency indicates otherwise.
 - e. The operating network will make every effort to disallow any transaction that causes the cardholder to exceed the amount available in the account and will be responsible for recoupment of any overdraft from the cardholder at no cost to the Agency.
 - f. The Vendor will not charge a monthly account fee to the Agency or the Cardholder.
 - g. The Vendor will allow for a minimum of four (4) ATM withdrawals per month per customer from the financial institution's ATM network at no cost to the cardholder.
 - h. The Vendor will allow for withdrawals at the financial institution's teller window at no cost to the cardholder.
 - i. The Vendor will allow the cardholder to choose and change a PIN.
 - j. The Vendor will maintain a 24/7 toll-free customer service line and internet site with no cost to the customers for the purposes of:
 - Choosing or changing a PIN;
 - Reporting lost or stolen cards;
 - Requesting replacement cards;
 - Checking remaining account balances;
 - Locating the nearest network ATM; and
 - Resolving any other questions/issues regarding use of the card.
 - k. The Vendor will allow the Agency to have the final approval of the instructional materials provided with the Debit Card.
 - l. The Vendor will notify the Agency within the negotiated time frame when a Debit Card is returned by the United States Postal Service as undeliverable.
 - m. The Vendor will send a daily data file which will inform the Agency of the date the account is ready to accept deposits.
 - n. The Vendor will submit a monthly report which provides the following information for the preceding month's activities:
 - The total number of cards issued;
 - The total number of cards cancelled; and

- A list of accounts with balances having no customer usage during the preceding six month period.

[If necessary, other reports may be added during the design phase of the project.]

- o. The Agency and the Vendor will exchange any cardholder demographic changes, including name and address changes, in a daily batch file that will update the cardholder information so that the cardholder does not need to make multiple calls to accomplish demographic changes. The format for this data exchange will be determined with the successful Vendor during the design phase of the project.
- p. The Agency would like for the Debit Card cardholders to have the option to have ongoing monthly bills automatically debited from their child support accounts. These automatic monthly debits will be made only if sufficient funds exist to make the required payment. At no time will a payment be made that creates a negative balance.
- q. As a general rule, Debit Cards will not be sent to individuals residing in foreign countries. However, each potential occurrence may need to be dealt with on an individual basis. The Agency recognizes there may be limitations for issuing foreign cards. Therefore, the successful Vendor will work with the Agency to resolve these issues.
- r. The Vendor will begin issuing the initial Debit Card to customers no later the date mutually agreed upon by the Agency and the financial institution.
- s. The Vendor will begin to accept initial deposits from the Agency no later than 10 days after the initial cards are distributed to the cardholders.

F. Reporting:

1. The Vendor shall prepare for the Agency a detailed daily listing of all checks printed, ACH disbursements effectuated, or Debit Cards uploaded which will include the payee, amount paid, date paid, and the check trace number or Debit Card upload identifying information as may be appropriate.
2. Each month the Vendor shall provide the Agency with a status report of the Agency's operating and interest bearing accounts as of the last business day

of the month. This report will include, at a minimum, deposit amounts credited to the account, disbursements charged against the account, and a list of outstanding checks.

3. The Vendor shall make daily cash management information available to the Agency on-line. This information shall include normal account information, including one day float and extend float information.

G. Disbursement Errors:

1. The Vendor shall ensure that all disbursements will be made for the correct amount and to the correct beneficiary. An error exists if there is a failure to disburse funds within the established performance standard. Failure to verify the accuracy of the disbursement dates on the Agency's disbursement file so that duplicate payments are issued will result in disbursement errors being charged against the Vendor. Reimbursement to the Agency for error is expected.
2. Performance under this standard shall be monitored by the Agency. The Agency's local offices will report potential disbursement errors and the Agency will review and verify the existence or non-existence of any reported errors. Errors that result in the disbursement of funds for the wrong amount or to the wrong individual will result in the Vendor being liable to the Agency for the full amount of said funds, as well as any related costs and expenses incurred by the Agency in each and every case.
3. The potential for loss resulting from disbursement errors through the use of Direct Deposit or Debit Card is greater than with check disbursements. This fact is due to the elimination of float and the immediate availability of funds to the recipient. Errors attributed to the Vendor and resulting in a loss to the Agency will result in the Vendor's being liable for a full reimbursement to the Agency after a written request with supporting documentation attached is presented to the Vendor by the Agency.

3.2.5 *Repayment Lockbox Services:*

- A. The Vendor shall be responsible for collecting, processing, and depositing all payments forwarded to a separate lockbox designated for repayments and receipt of expense reimbursements. This lockbox shall be separate and in addition to the operations lockbox established for regular support payments. These remittances will represent payments made to the Agency for situations in which there was an incorrect or over-distribution of child support collected, as well as reimbursements established by court order for expenses incurred by the Agency, such as court costs or paternity testing.

B. The Vendor shall provide the following repayment processing services:

Receipt of Mail:

1. Maintain a post office box dedicated to receiving mail relating to repayments and expense reimbursement. (See 3.2.3-A.)
2. All mail shall be transported directly to the Vendor's operations facility each business day, unopened.
3. Once at the Vendor's, all mail shall be opened on the day of receipt. Every envelope received shall be candled in order to ensure that the entire contents of each envelope is removed. Candling is the process of slitting all three sides of the envelope and laying it open. This process will be completed by the Vendor who will ensure that 99.999% of the time the entire contents of the envelope will be removed. All envelopes that contain correspondence shall be segregated from the other envelopes. The Vendor shall remove all correspondence from each such envelope and attach it to the envelope. Then the envelope with the correspondence attached shall be forwarded to the Agency.
4. A photostatic copy of each remittance document shall be made on the day the remittance is received. The photostatic copy and any documentation included with the remittance shall be forwarded to:

The Bureau for Child Support Enforcement
Attention: Repayment Unit
350 Capitol Street, Room 147
Charleston, WV 25301-3703
5. The Vendor shall review each receipt for the following exceptions:
 - a. Amount- When the written and numerical amount disagree, the remittance document shall be returned to the maker.
 - b. Date- The Vendor shall notify the Agency upon receipt of a post-dated or stale dated check. (A stale dated check is any check that is more than six months old, unless otherwise stated.) The Agency will either approve the check for deposit or instruct the Vendor to return the check to the maker, indicating that it is state dated.
 - c. Signature- All checks received which are not properly signed and/or endorsed shall be returned to the maker. The Vendor shall indicate to the maker that the check is being returned because of an illegal or missing endorsement, an

endorsement not as drawn, a missing signature, or other appropriate reason. All legal endorsements shall be honored.

- d. Payee- Unless otherwise notified by the Agency, any time the payee identified on the check is significantly different from "Bureau for Child Support Enforcement" the envelope, along with all of the related information, shall be forwarded to the Agency for further processing.
6. After removing the payments from the envelopes and separating them from the correspondence, the Vendor shall immediately endorse each payment "For Deposit to the Account Within Named Payee." This endorsement shall clearly include the date the mail is received by the Vendor.
 7. All payments shall be deposited into the Agency's interest bearing repayment account within twenty-four hours of receipt. All monies shall be deposited into a financial institution designated or eligible to be designated as a State depository pursuant to West Virginia Code § 12-1-1 et seq., shall be a member of the FDIC, in addition to being a direct participant in the Federal Reserve Automated Clearing House System. This account shall be separate and in addition to the operations account established to receive regular child support payments. The Vendor shall establish a procedure whereby the repayment funds shall periodically be transferred to another account upon receipt of written instructions from the Agency.
 8. The repayment account shall be established as a "zero balance account" with a corresponding interest bearing account. The Vendor shall debit/credit the interest bearing account daily based on the monetary needs of the repayment account. The repayment interest bearing account will bear a variable interest rate based on the current T-Bill rate. The Agency realizes that there will be a balance requirement attached to any interest rate quoted for this account. The Vendor shall provide the Agency with full disclosure with regard to the method used by the Vendor to determine the applicable interest rate.

3.2.6 *Electronic Funds Transfer; Automated Clearing House/Electronic Data Interchange(ACH/EDI):*

- A. The Agency's automated OSCAR system has been designed and developed to accommodate electronic funds transfers through a Vendor's ACH/EDI participation. Transactions will follow the Bankers Convention

CTX, CCD+, or PPD format as is appropriate.

B. The Vendor's responsibilities include:

1. Receiving transmissions from the Agency which contain information for outbound transactions/direct deposit;
2. Receiving data transmissions from the ACH network which contain inbound information regarding child support payments for entry into the OSCAR system;
3. Sending data transmissions to the ACH network which contain information for credit to financial accounts belonging to recipients of the Agency's services, as well as to other state's distribution units;
4. Crediting the Agency's account with the proper transaction amount for all inbound ACH transactions and providing the Agency with the appropriate credit advices;
5. Charging the Agency's operating account for the proper transaction amount for all outgoing ACH transactions and providing the Agency with the appropriate debit advices; and
6. Providing the Agency with an operational/logistical procedure that would ensure that ACH/EDI transactions are handled in a timely manner, as well as ensuring that the proper balances and controls are in place.

3.2.7 *System Transition:*

The following requirements encompass the tasks that the Vendor must complete prior to performing the centralized collection and distribution function. The objectives are as follows:

- A. Work closely with both the Agency and the existing Vendor in order to provide for an orderly and controlled transition from the current Vendor to the new Vendor.
- B. Work closely with both the Agency and the existing Vendor in order to minimize any disruption of processing and the services provided to the Agency's local offices and the recipients of the Agency's services.
- C. Work closely with both the Agency and the existing Vendor in order to maintain the level of effectiveness required by the performance standards set forth in this RFP.

3.2.8 *State Responsibilities:*

A. Training:

1. The Agency shall provide training which shall be accomplished through a mixture of formal and on-the-job sessions. Training shall focus on providing the Vendor's management and front line staff with information regarding all operational aspects of the collection and distribution process, the appropriate OSCAR screens and functions, and the appropriate Federal rules and regulations. The Agency shall provide all the instructional materials necessary to successfully complete this training.
2. An experienced transition team shall be established by the State in order to assist the Vendor to overcome any problems or obstacles which might occur and to ensure a smooth transition from the existing Vendor to the new Vendor.

- B. The Agency shall provide facsimile or test data files for the Vendor's use in testing the operation of its collection and distribution processes. The Agency owns all of the computer programs, manual procedures, operating plans, documentation, data, records, and any related items arising out of the collection and distribution process, and shall make any and all of this available to the Vendor when it is deemed necessary for the successful accomplishment of the contract.

3.2.9 *Vendor Responsibilities:*

The Vendor is required to begin participation in transition activities no later than six months prior to the assumption of the centralized collection and distribution process. Vendor responsibilities during the transition period shall include the following:

A. Management Team:

The Vendor shall assemble a fully functional management team during the first two weeks of the transition period. Furthermore, the Vendor shall provide the Agency with the names and biographical sketches of all management team members. After the transition period expires, the management team shall assume full and complete responsibility for the centralized collection and distribution process.

B. Planning:

Immediately upon notification of selection, the Vendor shall prepare a detailed transition plan for the Agency's approval. The plan, at a minimum, shall include:

1. Planned activities;
2. Staffing levels;
3. A time line for completion and appropriate deliverables;
4. A checklist for review and acceptance by the Agency of the policies and procedures developed by the Vendor to accomplish a successful transition; and
5. A detailed disaster recovery/business contingency plan which shall be approved by the Agency and must be submitted prior to the expiration of the three month transition plan.

C. Primary Operating Facility

The Vendor shall establish a primary operating facility at a single site through use of existing facilities, expansion of existing facilities, or acquisition of a new facility. The primary operating facility shall be located within a five mile radius of the Agency's main office in Charleston, West Virginia. The purpose of the primary operating facility shall be the Vendor's performance of the centralized collection and distribution function in accordance with the provisions set forth in this RFP and any resulting contract. While other unrelated functions may be performed at the Vendor's primary operating facility, the centralized collection and distribution of support payments must be operated with a dedicated staff in a manner that clearly separates these actions from any other functions performed at that facility. The Vendor shall be responsible for all modifications to the facility, including those required to house OSCAR equipment and software. In addition, the Vendor shall be responsible for establishing and maintaining the needed security, fire control, telephone lines, and related equipment for the facility other than that provided by the Agency, and shall be responsible for all of the costs related thereto. The Agency reserves the right to reject the primary facility established by the Vendor.

D. OSCAR Equipment:

The Vendor shall purchase video display terminals or PC's and related equipment, as well as maintenance on the same, sufficient to successfully accomplish the centralized collection and distribution function as outlined in Section 3.2.3 on Page 11 through Section 3.2.6 which ends on Page 26 of this RFP.

E. Operating Procedures:

1. The Vendor shall design and develop detailed written operating

procedures, as well as complete the necessary administrative coordination and planning for each of the following operational functions, in order to ensure that each is performed in accordance with the performance standards as set forth in this RFP.

- a. Incoming Payment Processing-- mail, ACH, Web-based;
- b. Payment Processing- Inquiry and entry;
- c. Disbursement Process--Check, ACH, Debit Card;
- d. Banking Services;
- e. Security and Confidentiality; and
- f. Disaster Recovery Plan.

2. The operating procedures and related administrative functions shall be established and in place prior to the Vendor assuming responsibility for any part of the centralized collection and distribution process. All procedures shall be coordinated with and approved by the Agency prior to implementation.

F. Administrative Functions:

1. The Vendor must implement normal banking processes relating to accounting, purchasing, internal audit, balancing, financial controls, and other administrative functions relevant to this RFP prior to assuming responsibility for the centralized collection and distribution process.
2. Complete accounting reports detailing the Vendor's cost, including start up/transition costs, shall be required by the Agency for the transition period and shall be part of the Vendor's cost proposal.

G. Implement Personnel Function and Begin Hiring:

The Vendor shall ensure that sufficient experienced and trained staff are available to complete the centralized collection and distribution process without any disruption of service to the local offices and recipients of the Agency's services. The personnel function is to be established and all hiring/training completed prior to assuming the responsibility for the centralized collection and distribution process.

H. Training New Personnel:

The Vendor shall be responsible for staffing the centralized collection and distribution function with experienced and trained personnel. In order to take advantage of the Agency's specialized training, the Vendor shall

commit sufficient personnel for the formal and on-the-job training offered by the Agency in accordance with the transition plan. The Vendor shall be responsible for monitoring the training of its personnel during the transition period.

I. Disaster Plan:

The disaster plan presented as part of the transition plan shall be developed into a fully functional and documented plan during the transition period. Backup equipment shall be tested for compatibility and capacity and any identified shortcomings shall be resolved. Any backup facility shall also be tested to show that it can provide sufficient operational capacity for a minimum of two months.

3.2.10 *Milestones and Deliverables:*

A. Transition Plan for Test of Operating Procedures:

The Vendor shall deliver to the Agency for its review and approval a detailed plan outlining any and all activities and staffing levels required during the transition period. This plan shall include a method for ensuring the complete review of operational procedures and acceptance testing of each of the centralized collection and distribution process functions.

B. Completed Procedural Test Process:

The Vendor shall provide the Agency with the results of the completed acceptance testing for each operational procedure of the centralized collection and distribution process as outlined in this RFP.

C. Progress Reports:

Weekly progress reports shall be provided to the Agency beginning two weeks after the effective date of any contract resulting from this RFP. These progress reports shall include, but are not limited to, significant events, progress and/or obstacles to procedural development, current staffing levels and the status on the hiring process, any problems or backlogs encountered, planned activities during the next reporting period, meetings held, and any other information deemed to be relevant by the Agency or the Vendor.

D. Final Disaster Plan:

The Vendor shall provide to the Agency for its review and acceptance a final written disaster plan which shall include detailed procedures, the names of designated responsible persons and contact instructions for

CSE50633 Centralized Processing Center Services

reaching them, test results, and a periodic test schedule. This plan is due to the Agency no later than one month prior to the Vendor's accepting full responsibility for the operation of the centralized collection and distribution process.

E. Operations Staff in Place:

The Vendor shall complete the installation of experienced and trained operational staff prior to assuming responsibility for the centralized collection and distribution process.

3.2.11 *Vendor Compensation:*

- A. The Vendor's compensation for any transition efforts associated with the testing and development of operational procedures shall be based upon an agreed fixed price. Equal monthly progress payments covering the transition costs shall be made during the transition period. Payments shall begin one month after the Agency's approval of the transition plan. Each payment shall only be made upon review and approval of a detailed invoice outlining the milestones and/or deliverables achieved during the invoice period. The transitional cost shall be included as a part of the cost proposal.
- B. The Vendor's compensation for the term of the contract, outside of the transition period, shall be made in accordance with the State of West Virginia's purchasing rules and regulations as prescribed and enforced by the Department of Administration. The Vendor shall submit monthly invoices in arrears to the Agency summarizing the costs of the services rendered in the month prior to the billing. No payment shall be made prior to the receipt of service. No purchase will be reimbursed without the Agency's approval prior to the expenditure. Payment on the invoice will be in the form of a State warrant.
- C. The Vendor shall adjust the monthly invoice to reflect reimbursements owed to the Agency for erroneous disbursements or related errors that resulted in an expense or loss to the Agency or any of the Agency's recipients of services.

3.2.12 *Technical Information:*

- A. The Bureau for Child Support Enforcement uses the State's central computer system maintained by the West Virginia Department of Administration, Information Services and Communication Division (IS&C). The Vendor shall install leased data communications lines between the IBM 9672-R66 Enterprise server at IS&C and the Vendor's location, frame relay or point to point T1 terminating in the IS&C third party room or utilize a secure Web browser

CSE50633 Centralized Processing Center Services

provided by the West Virginia Department of Health and Human Resources to connect to the above. The Vendor shall be responsible for all telecommunication costs.

- B. The Vendor shall be responsible for the purchase, lease and maintenance of all equipment necessary to meet the requirements set forth in this RFP.
- C. The Agency shall control, account for, and monitor all child support factors through the automated statewide OSCAR system. The Vendor shall not operate, maintain, or otherwise have access to the Agency's OSCAR system or its programs other than what is required to successfully accomplish the centralized collection and distribution process. OSCAR shall continue to be operated and maintained by the Agency and will continue to perform all child support individual case accounting and case management.
- D. OSCAR is available from 7:00 AM to 7:00 PM Monday through Friday, except the first and last working day of the month when the hours are 7:00 AM to 5:00 PM. OSCAR is not available on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, the Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day or as otherwise advised.

3.2.13 *Bureau for Child Support Enforcement Operations:*

Although payment processing and disbursement shall be completed by the Vendor, all other functions currently being performed by the Agency shall continue to be performed by the appropriately assigned Agency units. The Vendor shall not have direct contact with any recipients of the Agency's services without first obtaining approval from the Agency. These functions handled by the Agency shall include, but are not limited to:

- A. Establishing cases in OSCAR;
- B. Addressing client and respondent inquiries and complaints;
- C. Initiating and/or completing enforcement actions;
- D. Processing adjustments to case level accounting (for error resolution, undeliverable checks and billing statements, etc.);
- E. Maintaining case files;
- F. Performing bank reconciliation based on information provided by the Vendor; and
- G. Extracting daily reports from OSCAR.

3.2.14 *Operational Reports:*

The Vendor shall provide the Agency with operational reports on a timely basis. These reports shall provide summary information regarding the collection and disbursement functions and shall include information on daily receipts, daily disbursements, repayments, stop payments, and returned checks. The Vendor shall work closely with the Agency in order to develop other reports that may become necessary. These reports are to summarize the collection and distribution process and shall be used to assist the Agency in monitoring the Vendor's performance. The Vendor shall also provide online cash management information. This information shall include summaries of account activity as well as one (1) day float and extended float data. The Agency shall determine the content and parameters of these reports.

3.2.15 *Error Resolution:*

- A. Errors detected during payment processing shall be corrected by the Vendor, prior to completing the specific process. The Vendor shall modify any process necessary to ensure that the error does not occur again.
- B. Errors detected by the Vendor or the Agency after payment processing is complete must, in most cases, be corrected by the Agency. In the event that the Vendor identifies an error after payment processing is complete, it must notify the Agency immediately. In those instances where the Agency determines corrective action must be completed by the Vendor, the Vendor shall follow the Agency's recommended action. The Vendor is required to provide the Agency with written documentation within two business days which details the action taken to resolve the problem or which documents that the Agency's instructions were carried out. The Vendor shall initiate action to modify any and all procedures and internal controls necessary to ensure that the error does not occur again. Any loss incurred by the Agency or recipients of the Agency's services shall be reimbursed by the Vendor on a dollar for dollar basis upon presentation of appropriate verifying documentation. This shall include, but is not limited to, incorrect distributions that result in reimbursements by the Agency to custodial parents, non-custodial parents, payment remitters, etc.

3.4 General Terms and Conditions:

By signing and submitting its proposal, the successful bidder, hereinafter called "Vendor," agrees to be bound by all the terms and conditions contained in this section of the RFP.

3.4.1 Conflict of Interest:

Vendor affirms that it, its officers, members, or employees presently have no interests and shall not acquire any interests, direct or indirect, which would conflict or compromise in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of any contract resulting from this RFP it shall periodically inquire of its officers, members, and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.4.2 Prohibition Against Gratuities:

- A. Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure the contract,

and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of any contract resulting from this RFP,

- B. For breach or violation of this warranty, the State shall have the right, at its discretion, to annul this contract without liability and/or to pursue any other remedies available under this contract or by law.

3.4.3 *Certifications Related to Lobbying:*

- A. Vendor certifies that no Federally appropriated funds have been paid or will be paid by or on behalf of the company or an employee thereof to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.
- C. Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed pursuant to the award of any contract under this RFP.

3.4.4 *Vendor Relationship:*

- A. The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to any contract resulting from this RFP. The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents.
- B. Vendor shall be responsible for selecting, supervising, and compensating

any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractors of the Vendor shall be deemed to be employees of the State for any purposes whatsoever.

- C. Vendor shall be exclusively responsible for the payment to his/her employees and contractors of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including but not limited to Workers' Compensation and Social Security obligations and licensing fees, as well as the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.
- D. Vendor shall not bring legal action, shall hold the State and Agency harmless, and shall provide the State and Agency with a defense against any and all claims for which the State is held responsible. This shall include but is not limited to the foregoing payments, as well as any withholdings, contributions, State and Federal taxes, Social Security taxes, and employer income tax returns.
- E. The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without the express written consent of the Agency.

3.4.5 *Indemnification:*

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of any contract resulting from this RFP; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the resultant contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.

3.4.6 *Contract Provisions:*

After the successful Vendor is selected, a formal contract document shall be executed between the State and the Vendor. In addition, the RFP and the Vendor's response shall be included as part of the contract by reference. The

order of precedence is the contract, the RFP, and the Vendor's proposal in response to the RFP.

3.4.7 *Governing Laws & Compliance:*

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act, and all other applicable Federal, State, and local government regulations.

3.4.8 *Compliance with Laws and Regulations:*

- A. The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State or municipal laws, as well as with all regulations and ordinances of any regulatory body.
- B. The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.4.9 *Subcontracts/Joint Ventures:*

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State shall consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for payment to the subcontractor(s).

3.4.10 *Term of Contract & Renewals:*

- A. This contract shall be effective **11/16/05** and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by the Vendor of intent to terminate shall not relieve the Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

- B. Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia and which significantly alter the Vendor's required activities, or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

3.4.11 *Non-Appropriation of Funds:*

If the Agency is not allotted funds by the West Virginia Legislature in any succeeding fiscal year for the continued use of the service covered by this contract, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the Vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.4.12 *Contract Termination:*

- A. The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the continuation of the contract. If after such notice the Vendor fails to remedy the conditions described in the notice within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.
- B. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior written notice.

3.4.13 *Changes in Scope:*

- A. If changes in scope of the original contract become necessary, a formal contract change order shall be negotiated by the State, the Agency, and the Vendor to address changes to the terms and conditions, costs, or scope of work included under the contract. An approved contract change order is defined as one approved by the State and the West Virginia Attorney General's Office prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be

necessitated by new and amended Federal and State regulations and requirements. No changes in scope are to be implemented without the approval of the State and shall be limited to 10% of the original contract award amount. As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and shall provide the Agency a written statement identifying the price impact on the contract or stating that there is no impact. In the event that the price shall be impacted by the scope of the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGES IN SCOPE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

3.4.14 Invoices, Progress Payments, & Retainage:

- A. The Vendor shall submit invoices in arrears to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed, if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.
- B. If progress payments are permitted, the Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to the Agency with the invoice detailing progress completed or any deliverables identified. Payment shall be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.4.15 Liquidated Damages:

- A. The Vendor agrees that time is of the essence in the performance of this contract. The Agency and the Vendor agree that in the event of a failure to meet the milestones, project deliverable dates, or any performance standard within the time set forth, damages shall be sustained by the Agency. It is considered impractical and extremely difficult to ascertain and determine the actual damages which the Agency will sustain by reason of such failure. It is therefore agreed that the Agency, at its sole

- option and after the Vendor has been given a reasonable opportunity to cure the failure and fails to do so, may require the Vendor to pay liquidated damages for such failures accordingly.
- B. Written notification of failure to meet a performance requirement shall be given by the Agency to the Vendor. The Vendor shall have five business days after the day of receipt, or any other mutually agreed upon time, to cure default as outlined in the letter of notification. If the failure is not resolved within the time period prescribed, liquidated damages may be imposed retroactively to the date of failure to perform.
 - C. For any failure by the Vendor to meet any milestone, project deliverable date, or performance standard the State of West Virginia may require the Vendor to pay liquidated damages in the amount of \$1,000.00 per work day per deliverable, milestone, or performance standard for each and every day thereafter (not to exceed 180 days) until such deliverable, milestone, or performance standard is completed and accepted by the State of West Virginia.
 - D. In the event the Vendor fails, in the reasonable judgment of the Agency, to properly achieve or furnish all milestones and deliverables required for full payment of an invoice, full or partial payment may be withheld by the Agency on that deliverable or milestone for which the Vendor is deficient, in the Agency's sole discretion, until such time as all milestones and deliverables are determined by the Agency to have been properly achieved or furnished. The determination of the amount to be withheld shall represent the reasonable value, in the reasonable judgment of the Agency, of the milestones or deliverables not provided.

3.4.16 *Record Retention (Access & Confidentiality):*

- A. The Vendor shall comply with all applicable Federal and State of West Virginia rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Vendor. The Vendor shall maintain such records a minimum of five (5) years and shall, upon written request by the Agency, make all records available to Agency personnel at the Vendor's location during normal business hours within 10 days after receipt of the Agency's request.
- B. The Vendor shall have access to private and confidential data maintained by Agency to the extent required for the Vendor to carry out the duties and responsibilities as defined in this RFP. The Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the

Vendor, subcontractors, or individuals permitted access by the Vendor.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 CSE50633

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1

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV 25301-3703

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

*A14112506 312-732-5225
 J P MORGAN CHASE BANK NA
 300 S RIVERSIDE PLAZA
 MAILSTOP 111-0093
 CHICAGO IL 60606

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV 25301-3703

304-558-1649

DATE PRINTED	TERMS OF SALE	ITEM/SKUS	TOTAL
11/29/2006	NET 30	134994650	
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT. NO.	ITEM NUMBER
			CHANGE ORDER #01
			TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.
			EFFECTIVE DATE OF RENEWAL: 11/16/2006 THROUGH 11/15/2007
			RENEWALS REMAINING: 3
			***** NO OTHER CHANGES *****
			PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>
APPROVED FOR: ONE FISCAL YEAR <i>Samuel Wayfield</i>			RECEIVED DEC - 5 AM 10:53 OF DEPT PURCHASING WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED DEC 4 2006 <i>Beverly Tolon</i>
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> 11/30/6			OPEN END TOTAL

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY RON PRICE 304-558-0492
 PURCHASING DIVISION AUTHORIZED SIGNATURE



Brian G. Claire
Senior Vice President
JPMorgan Chase Treasury Services
U.S. Public Sector
Tel 312-954-9570
Fax 312-954-9577
brian.g.claire@jpmchase.com

November 15, 2006

Ms. Forrest Loudin
West Virginia Department of Health and Human Resources
Child Support Enforcement
350 Capitol Street
Room 147
Charleston, WV 25301-3703

Dear Ms. Loudin:

J. P. Morgan Chase Bank, N.A. agrees to extend the West Virginia Child Support contract that it has with the State from November 16, 2006 through November 15, 2007 under the same terms and conditions of the current contract. In this regard, please find enclosed the WV-96 and No Debt Affidavit forms for that purpose.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be 'Brian G. Claire', written over a horizontal line.

Brian G. Claire

enclosures

WV-96
Rev. 5/94

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local tax and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: DHHR

Signed: [Signature]

Title: Buyer Supervisor

Date: 11/28/06

VENDOR

Company Name: J. P. Morgan Chase Bank N.A.

Signed: [Signature]

Title: Senior Vice President

Date: 11/15/06



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
CSE50633

PAGE

REMARKS
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CHANGE ORDER
1

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV
25301-3703

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

*A14112506 312-732-5225
J.P. MORGAN CHASE BANK NA
300 S RIVERSIDE PLAZA
MAILSTOP 111-0093
CHICAGO IL 60606

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV
25301-3703 304-558-1649

DATE	TIME	TERMS	OR	SALE	NUMBER	OR	NUMBER
11/29/2006		NET 30			134994650		
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:		CSE50633		
			DESCRIPTION		QTY	DATE	
0001		946-33	CHILD SUPPORT COLLECTION, TRACKING				
			SIGNATURE		DATE		

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
CSE50633

PAGE
1

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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV
25301-3703

AGENCY COPY

*A14112506 312-732-5225
J P MORGAN CHASE BANK NA
300 S RIVERSIDE PLAZA
MAILSTOP 111-0093
CHICAGO IL 60606

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
04/26/2007	NET 30	134004650	25301-3702 304-558-1649		
SHIP VIA	RCB	FREIGHT TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	MUL-MUL		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #02		
			TO ADD THE COST TO THE CONTRACT WHICH WAS INADVERTENTLY LEFT OFF THE ORIGINAL CONTRACT.		
			NO OTHER CHANGES		
			PREVIOUS PO TOTAL ==>	OPEN	END
			PO NET CHANGE (+) ==>		

RECEIVED
2007 MAY -3 AM 10:07
OFFICE OF DHP PURCHASING

PURCHASING DIVISION
CERTIFIED ENCUMBERED
MAY 1 2007
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

Dwayne Waybill
APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY *RON PRICE* 304-558-0492
PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
TOTAL

STATE OF WEST VIRGINIA

Request for Proposal for Central Collection, Distribution and Tracking of Child Support Payments

Section 5 Cost Proposal

Section 5 Cost Proposal 1

5.1 **Quotation for Transition Costs** 1

5.2 **Listing of Charges** 2

Attachment A— Transition Plan 1

SOLUTIONS FROM JPMORGAN CHASE



STATE OF WEST VIRGINIA
 Request for Proposal for Central Collection, Distribution and Tracking
 of Child Support Payments
Section 5 Cost Proposal

Section 5 Cost Proposal

5.1 Quotation for Transition Costs

RFP Requirement
Quotation for Transition Costs, Monthly Operational Costs and Ancillary Costs.

Cost Proposal

This Cost Proposal is presented by JPMorgan Chase in response to the West Virginia Health and Human Resources, Bureau for Child Support Enforcement Request for Quotation and Request for Proposal for Child Support Collection, Tracking and Disbursement. This Cost Proposal accompanies our corresponding Technical Proposal for services.

The price quotations are provided in the following Cost Schedules from Appendix A of the RFP, and reflect clarifications from the Addendum dated May 2, 2005. The costs presented are in support of the services offered, which comply with applicable regulations and meet the requirements and needs of the Agency and the children and families that it supports. As with the services described in our Technical Proposal, the Cost Proposal addresses the requirements specified in the RFP.

Pricing Approach

The cost quotations presented are derived to a great extent from our unique experience gained as the prime contractor in more than 35 large scale receipt and disbursement projects contracted with State and Federal human services agencies. Through these ongoing relationships, we have developed cost-effective approaches and solutions to help the Agency realize both cost efficiencies and improved service quality. This unique level of experience is reflected in our Technical Proposal and in the pricing for services provided herein.

Through this combined Technical and Cost Proposal, JPMorgan Chase offers the Agency enhanced Central Payment Processing and Disbursement services that leverage the successes of the existing West Virginia child support program, while also maintaining a platform for future technology enhancements. We are proposing high-value services to meet the State's current needs, along with the ability to add future enhancements as requested by the Agency. While we understand that cost is important, we balance cost-effectiveness while continuing to provide reliable services to meet the needs of the Agency and the children that it supports.

SOLUTIONS FROM JPMORGAN CHASE

STATE OF WEST VIRGINIA
 Request for Proposal for Central Collection, Distribution and Tracking
 of Child Support Payments
Section 5 Cost Proposal

We will provide all contracted services in full compliance with RFP requirements and the terms and conditions referenced in the RFP, within the transition period proposed and within budget. We encourage solicitation of our government agency references to further validate our proven record of success. We are confident that our Cost Proposal offers services consistent with the requirements of the RFP as described in our Technical Proposal, while offering a proven and tested solution that is cost effective and responsive to all stakeholders.

Most importantly, the Agency will realize substantial value through improved service efficiencies in payment processing, accurate application of receipts and disbursements, as well as the expanded use of direct deposit to reduce the cost of payment processing and disbursements.

5.2 Listing of Charges

RFP Requirement

Each Vendor shall submit a complete listing of its charges as part of its proposal. Specifically, each Vendor shall complete Appendix A to this RFP which shall then document the Vendor's bid for charges for this type of service.

Each Vendor shall submit an all-inclusive cost for the category of service listed on the aforementioned appendix, including all subcontracting and related costs. Only itemized charges included on the aforementioned appendix shall be paid to the Vendor for the services described in this RFP.

1. The Agency has developed an invoice format that shall be used by the Vendor when submitting monthly invoices for payment. (See Appendix A)
2. All prospective Vendors should substantially use this format when presenting their cost proposals to this RFP.

The Vendor shall provide a cost proposal that includes pricing for the transition phase, the operational costs, and ancillary costs. The format shall conform to that which is outlined in Section 4.2.3 below and use the format prescribed in Appendix A.

Cost Schedules

The cost quotations included in the Cost Schedules include the total costs of the transition phase, monthly operational costs and ancillary costs. The pricing is comprehensive and provided for each of the respective contract years as presented. These cost quotations are intended to comply with all RFP requirements, including those clarified in the Addendum. JPMorgan Chase will remain flexible in revising our cost schedules if requested to best meet the needs of the Agency as permitted by this procurement process.

We have presented our cost quotations in the order and format specified in Cost Schedules in RFP Appendix A. Any oversight or omissions are unintentional and will be clarified upon the request of the Department of Administration in accordance with RFP provisions and State of West Virginia procurement policies.

JPMWV_Cost.doc

STATE OF WEST VIRGINIA
 Request for Proposal for Central Collection, Distribution and Tracking
 of Child Support Payments
Section 5 Cost Proposal

005

Time Frame	Not to Exceed Total Of All-Inclusive Annual Cost	Components of All-inclusive Annual Cost		
		Transitional Cost	Monthly Operational Cost*	Ancillary Cost
Year 1	\$ 952,815	(\$ -100,000)	\$ 1,012,152	\$ 40,663
Year 2	\$ 1,182,382		\$ 1,136,937	\$ 45,445
Year 3	\$ 1,234,222		\$ 1,187,258	\$ 46,964
Year 4	\$ 1,257,469		\$ 1,209,874	\$ 47,595
Year 5	\$ 1,291,084		\$ 1,242,481	\$ 48,603
Total Cost	\$ 5,917,972			

*Interest will be determined according to the rate calculations described in the Account Rate Structure table presented in this Cost Proposal. We acknowledge that any interest earned will be used to offset monthly charges.

Transition Cost

JP Morgan Chase proposes no Transition Costs to be charged to the Agency to reflect our investment in developing a collaborative partnership with the Agency to successfully implement the program. In fact, we have proposed to provide a credit to the State as depicted by the credit amount provided in this schedule. The credit amount is depicted by a dollar amount in brackets (\$-100,000). We understand that these payments will be evaluated in the overall cost scoring by treating these payments as reductions to the overall cost of providing transition services to the Agency and scored and weighted accordingly.

Vendor Name: JP Morgan Chase Date: 5/16/05
 Vendor's Signature: [Signature] Title: Vice President

Per Unit Fee Calculation for Monthly Invoices

Our invoices will be computed using the following line items based on volume.
 Our Per unit prices include all the related costs in supporting the specific

SOLUTIONS FROM JPMORGAN CHASE

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006

STATE OF WEST VIRGINIA
Request for Proposal for Central Collection; Distribution and Tracking
of Child Support Payments
Section 5 Cost Proposal

functions. The Per Unit Fee is an inclusive cost which includes Operations costs, Banking Services and Miscellaneous costs.

	Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Mall Payments Posted Per Unit	\$ 0.55	\$ 0.60	\$ 0.65	\$ 0.67	\$ 0.70
EFT/ EDI Payments Posted Per Unit	\$ 0.40	\$ 0.35	\$ 0.30	\$ 0.28	\$ 0.25
Per Payment Disbursed via (ACH)	\$ 0.15	\$ 0.20	\$ 0.20	\$ 0.20	\$ 0.20
Checks Disbursed (includes Postage)	\$ 0.75	\$ 0.85	\$ 0.85	\$ 0.87	\$ 0.89
Debit Cards*	No Fees to the state	No Fees to the state	No Fees to the state	No Fees to the state	No Fees to the state
Web Based Payment**	No Fees to the state	No Fees to the state	No Fees to the state	No Fees to the state	No Fees to the state

* Debit Card Fee Schedule applies to the Debit Cardholders.
** Web Based Payments Solution/Service Model to be finalized during design phase

Per Unit Fees for Invoicing Purposes

Pricing for Debit Card Services

Debit card services will be provided at no cost to the Agency or the State of West Virginia. In addition to the significant savings the Agency will realize by reducing the number of paper checks issued, the solution proposed by JPMorgan Chase may be comparatively lower by using the existing electronic file transmission interface used in the West Virginia EBT program operated by JPMorgan.

Basic account services will be provided to custodial parents receiving deposits through the Central Payment Processing and Disbursement project with no account maintenance fees, and alternatives will be available for cardholders to access deposited funds at no cost. Cardholders will also have the ability to perform ATM transactions with no surcharge at any of the more than 35,000 Bank One, Chase and Allpoint and locations throughout the country, and more than 300 surcharge-free locations throughout the State of West Virginia.

There will also be no charge to cardholders to use the card for purchases anywhere throughout the world where MasterCard or Visa debit cards are accepted. Cardholders can also receive cash-back at many participating retail Point-Of-Sale (POS) locations at no cost.

SOLUTIONS FROM JPMORGAN CHASE

007

STATE OF WEST VIRGINIA
Request for Proposal for Central Collection, Distribution and Tracking
of Child Support Payments
Section 5 Cost Proposal

Cardholders will have other convenient service alternatives available to them with low service fees. The following table identifies all cardholder fees proposed for the West Virginia Debit Card program. Service fees will be deducted only for services initiated by cardholders beyond the basic services that are provided at no cost. All fees will be disclosed to cardholders in clear, easily understood language. Applicable service fees will be deducted from customer balances, and fees will not cause balances to become overdrawn.

SOLUTIONS FROM JPMORGAN CHASE



STATE OF WEST VIRGINIA

Request for Proposal for Central Collection, Distribution and Tracking
of Child Support Payments**Section 5 Cost Proposal****Debit Card Services****Fee Schedule**

Type of Service Fee	Prepaid Card
Setup Fee	No fee
Monthly Account Services	No fee
ATM Withdrawal	
First four ATM withdrawal transactions each month at a Bank One or Chase ATM	No fee
All additional ATM withdrawals	\$1.50 per transaction
All ATM transactions performed outside of the U.S.	\$3.00 per transaction
ATM surcharge at any Bank One, Chase or Allpoint ATMs	No fee
Balance Inquiry Transactions	
Telephone balance inquiries through toll-free IVR	No fee
Web balance inquiries	No fee
ATM balance inquiries at Chase or Bank One ATMs	No fee
All other ATM balance inquiries	\$0.50
Account Overdraft	
Denial for Insufficient Funds	\$0.50 per NSF denial transaction
Account Inactivity beginning 12 months after last account activity	\$1.50 per month
Card Issuance Services	
Card Deactivation	No fee
Card Reactivation	No fee
Expired Card Replacement	No fee
Additional or Cash Transfer Card Issuance	No fee
One Card Replacement Requested By Cardholder Per Year	No fee
Additional Card Replacement Requested By Cardholders	\$5.00 per card
Web Account Services	No fee
Cardholder Contact to Customer Service	No fee
Change of PIN	No fee
Monthly Statement	No fee
Account Transaction Research	No fee
Point of Sale (POS)	No fee
Conversion of foreign currency	3% of transaction value
Overnight Delivery Service Requested by Cardholder	\$10.00 per delivery

STATE OF WEST VIRGINIA

Request for Proposal for Central Collection, Distribution and Tracking
of Child Support Payments**Section 5 Cost Proposal****Optional Scanning Services**

We also present optional Scanning services for the Agency's consideration as described in Section 2.2.3.A.5 of our Technical Proposal. The incremental cost for these services are presented separate from the cost schedules in Appendix A, and will apply only if the Agency selects these services.

Scanning Services: \$ per item	Year 1:	\$ 111,663
	Option Year 1:	\$ 111,456
	Option Year 2:	\$ 111,456
	Option Year 3:	\$ 111,456
	Option Year 4:	\$ 111,456

Account Rate Structure

The following table displays the proposed Account Rate Structure for the depository services proposed. These rates are presented in the Cost Proposal to separate cost information from the Technical solution.

Account Rate Structure

Account Type	Proposed Rate Calculation	Current Rate
Interest Bearing Checking Account	90-Day T Bill Rate + 5 basis points	2.90% + .05% = 2.95%
Earnings Credit	90-Day T Bill Rate + 10 basis points	2.90% + .10% = 3.0%
Sweep Account	Target Federal Funds Rate less 30 basis points	2.75% - .30% = 2.45%

The Current Rate displayed above is the effective rate as of May 2005, and is provided for reference. Our proposed rates will be variable as described in the center column.

Summary of Cost Proposal

JPMorgan Chase has reviewed and priced each function specified in our Proposal, and has provided a cost-effective, yet realistic approach to providing the services proposed. Our Pricing approach reflects our determination to provide Central Payment Processing and Disbursement services at a fair value to the Agency.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.

CSE50633

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CHANGE ORDER
 2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV 25301-3703

*A14112506 312-732-5225
 J P MORGAN CHASE BANK NA
 300 S RIVERSIDE PLAZA
 MAILSTOP I11-0093
 CHICAGO IL 60606

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV 25301-3703 304-558-1649

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/26/2007		NET 30		134994650			
SHIP VIA		P.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
				RECEIPT TICKET FOR PURCHASE ORDER:		CSE50633	
				DESCRIPTION		QTY	DATE
0001		946-33		CHILD SUPPORT COLLECTION, TRACKING			
			SIGNATURE _____				DATE _____
							TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
CSE50633

PAGE
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BANK FEE
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CHANGE ORDER
3

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

*A14112506 312-732-5225
 J P MORGAN CHASE BANK NA
 300 S RIVERSIDE PLAZA
 MAILSTOP 111-0093
 CHICAGO IL 60606

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	PRIN/AGY	ROUND
10/18/2007	NET 30	134994650	
SHIP VIA	DESTINATION	PREPAID	ACCOUNT NUMBER
BEST WAY		PREPAID	MUL-MUL
LINE	QUANTITY	UOP	UNIT PRICE
0001	11/16/2007	JB	.00000
	11/16/2007	946-33	
CHILD SUPPORT COLLECTION, TRACKING & DISBURSEMENT			
CHANGE ORDER #03			
TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.			
EFFECTIVE DATE OF RENEWAL: 11/16/2007 THROUGH 11/15/2008			
RENEWALS REMAINING: 2			
NO OTHER CHANGES			
PREVIOUS PO TOTAL ==>		OPEN END	
PO NET CHANGE (+) ==>			
IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>			
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PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 OCT 22 2007
J. Perkins

APPROVED FOR
 ONE FISCAL YEAR
Ronald Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE



Brian G. Claire
Senior Vice President

October 4, 2007

Ms. Forrest Loudin
West Virginia Department of Health and Human Resources
Child Support Enforcement
350 Capitol Street
Room 147
Charleston, WV 25301-3703

Dear Ms. Loudin:

J. P. Morgan Chase Bank, N.A. agrees to extend the West Virginia Child Support contract that it has with the State from November 16, 2007 through November 15, 2008 under the same terms and conditions of the current contract. In this regard, please find enclosed the WV-96 and No Debt Affidavit forms for that purpose.

If you have any questions please feel free to contact me.

Sincerely,



Brian G. Claire

enclosures

JPMorgan Chase & Co. • IL 1-0093, 300 S. Riverside Plaza, Chicago, IL 60606

Telephone: 312-954-0570 • Facsimile: 312-954-0577
brian.g.claire@jpmchase.com



Purchase Order

State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
CSE50633

PAGE

BRACKET RELEASE
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ORANGE ORDER
 3

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

**HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV 25301-3703**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

*A14112506 312-732-5225
 J P MORGAN CHASE BANK NA
 300 S RIVERSIDE PLAZA
 MAILSTOP I11-0093
 CHICAGO IL 60606

**HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV 25301-3703 304-558-1649**

DATE PRINTED		TERMS OF SALE		ITEMSON		POND	
10/18/2007		NET 30		134994650			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CATNO	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:		CSE50633		
			DESCRIPTION		QTY	DATE	
0001		946-33	CHILD SUPPORT COLLECTION, TRACKING				
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IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



State of West Virginia
 Department of Administration
 Purchasing Division
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Purchase Order

PURCHASE ORDER NO.
CSE50633

PAGE
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CHANGE ORDER
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HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

*A14112506 312-732-5225
 J P MORGAN CHASE BANK NA
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HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	FEIN/AGN	FUNG		
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BEST WAY	DESTINATION	PREPAID	MUL-MUL		
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	DELIVERY DATE	DAT NO	ITEM NUMBER		
CHANGE ORDER #04			<p>RECEIVED</p> <p>NOV 5 2008 5 52 PM</p> <p>OPC OF DHHR PURCHASING</p> <p>PURCHASING DIVISION CERTIFIED ENCUMBERED NOV 5 2008 <i>Beverly Toler</i></p>		
TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.					
EFFECTIVE DATE OF RENEWAL: 11/16/2008 THROUGH 11/15/2009					
RENEWALS REMAINING: 1					
PREVIOUS PO TOTAL ==>			OPEN END		
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IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>				OPEN END	
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APPROVED FOR
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY RON PRICE 304-558-0492
 PURCHASING DIVISION AUTHORIZED SIGNATURE

Purchase Order



State of West Virginia
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PURCHASE ORDER NO.
CSE50633

PAGE
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HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

*A14112506 312-732-5225
 J P MORGAN CHASE BANK NA
 300 S RIVERSIDE PLAZA
 MAILSTOP 111-0093
 CHICAGO IL 60606

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	PRINTED	FUND
10/29/2008	NET 30	134994650	
SHIP VIA	FOR	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO	ITEM NUMBER
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	SIGNATURE		DATE
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APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 60130
Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
CSE50633

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HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV
25301-3703

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

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HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV
25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	FEIN/ISSN	FUND
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CHANGE ORDER #05			
TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.			
EFFECTIVE DATE OF RENEWAL: 11/16/2009 THROUGH 11/15/2010			
RENEWALS REMAINING: 0			
*****NO OTHER CHANGES*****			
			PURCHASING DIVISION CERTIFIED ENCUMBERED NOV -2 2009 <i>Beverly Toler</i>
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			OPEN END TOTAL

IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 10/30/09

APPROVED FOR ONE FISCAL YEAR
George Wayfield

APPROVED AS TO FORMS BY
ASSISTANT ATTORNEY GENERAL

BY *[Signature]* RON PRICE 304-558-0492
PURCHASING DIVISION AUTHORIZED SIGNATURE



**STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES**

**- BUREAU FOR CHILD SUPPORT ENFORCEMENT -
350 Capitol Street, Room 147
Charleston, West Virginia 25301-3703
Telephone: (304) 558-3780 FAX: 558-4092**

Joe Manchin III
Governor

Patsy A. Hardy,
FACHE, MSN, MBA
Cabinet Secretary

10/26/2009

To: Jo Bess
Fr: Susan Linville
Re: CSE50633
JP Morgan Chase

Dear Jo,

The Bureau for Child Support Enforcement (BCSE) wishes to renew the above referenced contract for the period 11/16/2009 through 11/15/2010 under the same terms and conditions of the current contract.

Thank you,

Susan Linville



George F. Sesock
Vice President
Chase Government Not for Profit

October 15, 2009

Ms. Susan Linville
West Virginia DHHR
Bureau for Child Support Enforcement
350 Capitol Street - Room 147
Charleston, WV 25301-3713

Dear Ms. Linville,

JPMorgan Chase Bank, N.A. agrees to renew the West Virginia Child Support contract with the State from November 16, 2009 through November 15, 2010 under the same terms and conditions of the current contract. Please find enclosed the Purchasing Affidavit.

I am signing the documents of behalf of JPMorgan Chase Bank, N.A. as the relationship manager for the State of West Virginia.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "George F. Sesock".

George F. Sesock
Vice President

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
CSE50633

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 TERMS AND CONDITIONS

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV 25301-3703

*A14112506 312-732-5225
 J P MORGAN CHASE BANK NA
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 CHICAGO IL 60606

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV 25301-3703 304-558-1649

DATE PRINTED		TERMS OF SALE		FEIN/ISSN		FUND	
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 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



State of West Virginia
 Department of Administration
 Purchasing Division
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Purchase Order

PURCHASE ORDER NO
CSE50633

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HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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*A14112506 312-732-5225
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 CHICAGO IL 60606

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	FEIN/VBN	FUND
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CHANGE ORDER #06			
TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. NO CHANGE IN CONTRACT TOTAL. EFFECTIVE DATE OF EXTENSION: 11/16/2010 THROUGH 11/15/2011 *****NO OTHER CHANGES*****			
		PREVIOUS PO TOTAL ==>	OPEN END
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IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>			RECEIVED 2011 JAN 19 PM 1:30 OFF. OF DEPT. PURCHASING PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 18 2011 Beverly Toler
APPROVED FOR ONE FISCAL YEAR [Signature] APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL			OPEN END TOTAL

BUYER 41 [Signature] 304-558-0492
 PURCHASING DIVISION AUTHORIZED SIGNATURE



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

Joe Manchin III
Governor

Michael J. Lewis, MD PHD
Cabinet Secretary

MEMORANDUM

DATE: January 12, 2011
TO: Roberta Wagner, CPPB
DOA Purchasing
FROM: Jo Bess
DHHR Purchasing
SUBJECT: CSE50633 CO#6 Late Justification

This is a request for can extension of CSE50633. It is late being sent to your office for processing because we have been waiting for the approval of the OT. Per the attached e-mail from DHHR Purchasing, the OT will not review and/or approve because the did not approve the original acquisition. DHHR Purchasing thought that because the replacement document, CSE11062, was reviewed and approved by the OT, that this document also required the same.

Please review and process this request as the contract expired on November 16, 2010, and this request is now more than 20 days late in processing and will now require your approval to proceed with processing. The replacement document, CSE11062 was approved by the OT on November 30, 2010, but they did not respond to the extension request on CSE50633 until we received this e-mail today, 1/12/10.

We do apologize for the lateness of the processing of this document. If you have any questions, please call me at 558-0114. Thank you.

Operations
Office of DHHR Purchasing
State Capitol Complex
One Davis Square, Room 110
Charleston, West Virginia 26301
(304) 558-0114 FAX (304) 558-2892

Bess, Jo H

From: White, Martha M
Sent: Wednesday, January 12, 2011 11:29 AM
To: Linville, Susan A
Cc: Bess, Jo H
Subject: HR2101204 CSE50633 No Cost Extension for OT's Approval
Attachments: 2010_12_03_09_54_40CSE50633 x-tension.pdf

Importance: High

I spoke with Office of Technology. They have not reviewed or approved any documents for the processing of CSE50633 in the past. They are not going to review this extension. They are reviewing and approving the new contract CSE11062 and will continue in the future. Please process thru purchasing as in the past for CSE50633. Please let me know if you have any questions.

Thanks,
 Martha

Martha White
 DHHR/MIS
 ASA II
 One Davis Square
 Charleston, WV 25301
martha.m.white@wv.gov

(304) 558-9195
 (304) 558-0045 Fax

From: Linville, Susan A
Sent: Friday, December 03, 2010 9:56 AM
To: White, Martha M
Cc: Bess, Jo H; Rosen, Bryan D; Burdette, Dee Ann B; Pendell, Hal M
Subject: CSE50633 No Cost Extension for OT's Approval
Importance: High

Martha,

Please see attached request. If you could RUBI this it would be greatly appreciated.

Thank you,

Susan A. Linville

Susan A. Linville - Administrative Service Manager II
 BCSE Accountant
 Manager - BCSE Fiscal Unit

Susan.A.Linville@wv.gov
 West Virginia DHHR
 Bureau for Child Support Enforcement
 350 Capitol Street - Room 147
 Charleston, WV 25301-3713
 SS phone (304)550-8293
 fax (304)558-4092



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Earl Ray Tomblin
Governor

Robert W. Ferguson, Jr.
Cabinet Secretary

Kyle Schafer
Chief Technology Officer

MEMORANDUM

TO: Darlene Thomas, Chief Technology Officer
Department of Health and Human Resources

FROM: Kyle Schafer, Chief Technology Officer
Office of Technology
Kyle Schafer

SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
REQUISITION NUMBER: CSE11062 - IS&C NUMBER: 2011-154

DATE: November 30, 2010

Subdivision §5A-6-4(a)(3) of the State Code permits the Chief Technology Officer to "evaluate, in conjunction with the Information Services and Communications Division (IS&C) of the Department of Administration, the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

Your request for approval for the release of a Request for Quotation (RFQ), to provide for the centralized collection, distribution and tracking of child support payments, has been reviewed and approved by the Office of Technology.

Pursuant to State Code §5A-6-4(e), the Chief Technology Officer is required to provide project oversight for major information technology projects (those exceeding one hundred thousand dollars or requiring more than three hundred (300) man hours to complete.)

The agency will work through the OT Project Management Office, to plan for and schedule any OT technology resources and personnel that will be required to support the project and/or the final production system.

This approval is only applicable to the release of the RFQ. Copies of all bids, and the evaluation, must be forwarded to this office for final approval, for any awards which will exceed \$50,000.00. In the event that this RFQ's responses are less than the specified amount, this may be considered our official approval, and should be attached to your purchase order, and any other correspondence related to this request.

If you have questions, or need additional information, please contact Sharon Lucey at 304-957-8168.

For Project Management support, please contact ~~WVOTL@DMO.WV.GOV~~.

STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR CHILD SUPPORT ENFORCEMENT

Joe Manchin, III
Governor

Patty A. Hardy, FACHE, MPA, MBA
Cabinet Secretary

MEMORANDUM

TO: Susan Linville, Fiscal Unit Manager
Bureau for Child Support Enforcement

FROM: H.M. Pendell, Jr., Chief Financial Officer
Bureau for Child Support Enforcement

DATE: November 1, 2010

SUBJECT: CSE50633; No Cost Extension

CSE50633 was awarded to JPMorganChase (JPMC) for the operation of a full service State Distribution Unit (SDU) which is federally mandated by the Code of Federal Regulations. The last available change order (CO#5) is due to expire on November 15, 2010. RPQ11062 for the solicitation of new bids has been submitted to the State Treasures Office as well as the Office of Technology for review and approval. To date no response has been received. The operation of the SDU is multifaceted and highly technical. The transition from the previous vendor, Branch Banking and Trust Company (BB&T), to the current vendor JPMC took about eight months. JPMC advised that they would not submit a bid on the new solicitation. Therefore, regardless of the successful vendor a transition period will be necessary. Due to the current state of CSE11062, the estimated transition time based on previous experience and pursuant to the term set forth under the provisions of the original contract, I would like to request a twelve month extension under the same terms and provisions set forth under the original contract with a 30 day friendly opt out provision should the transition take less time than expected.

Should you have any questions regarding request, please feel free to contact me at 558-8907 at your earliest convenience.

HMP/mk



George F. Susock
Vice President
Chase Government Not for Profit

November 10, 2010

Mr. Hal Pendell Jr., Chief Financial Officer
West Virginia DHR
Bureau for Child Support Enforcement
350 Capital Street - Room 147
Charleston, WV 25301-3713

Dear Mr. Pendell:

JPMorgan Chase Bank, N.A. agrees to the contract extension of RPQH CSR50633 as outlined in the original proposal for one additional year under the same terms and conditions of the current contract. The current contract will expire on November 15, 2010 and this extension will be effective for a term through November 15, 2011.

Please find enclosed the Purchasing Affidavit.

If you have any questions please feel free to contact me.

Sincerely,

George F. Susock
Vice President



JOHN D. PERDUE
STATE TREASURER

DANNY ELLIS
ASSISTANT STATE TREASURER

State of West Virginia
OFFICE OF THE STATE TREASURER
CHARLESTON, WV 25305

1-800-422-7488
304-699-8000
FAX: 304-699-4597
www.wvtreasurer.com

December 1, 2010

Bryan D. Rosen
Director of Purchasing
WV Dept. of Health and Human Resources
One Davis Square, Room 114
Charleston, WV 25301
OVIA EMAIL: Bryan.D.Rosen@wv.gov

Re: Request for Approval

Bryan,

The West Virginia Department of Health and Human Resources is hereby authorized to obtain banking services for the centralized collection, distribution and tracking of child support payments needed for the West Virginia Bureau for Child Support Enforcement (BCSE) as specified in the Memorandum of September 22, 2010 to Jo Bass from H.M. Pendel, Jr. This approval is granted due to the timeliness requirements of the BSCE for these services, which cannot be guaranteed in the state's current payment processing system, and the need for centralization of the services.

If you need anything further, do not hesitate to let me know.

Sincerely,

Diana Stout
General Counsel

DS/wh

cc: State Treasurer John Perdue
Assistant State Treasurer Danny Ellis
Cash Mgt. Executive Director Greg Hodge
Treasury Services Director Lella Miller

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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 Charleston, WV 25305-0130

PURCHASE ORDERING
 CSE50633

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HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

*A14112506 312-732-5225
 J P MORGAN CHASE BANK NA
 300 S RIVERSIDE PLAZA
 MAILSTOP I11-0093
 CHICAGO IL 60606

HEALTH AND HUMAN RESOURCES
 CHILD SUPPORT ENFORCEMENT
 ROOM 147
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3703 304-558-1649

DATE PRINTED		TERMS OF SALE		REIN/BSN		FUND	
01/14/2011		NET 30		134994650			
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UNIT PRICE	VENDOR ITEM NO	UNIT PRICE	AMOUNT	ACCOUNT NUMBER	
LINE	RECEIVED DATE	CATNO	ITEM NUMBER	UNIT PRICE	AMOUNT		
RECEIPT TICKET FOR PURCHASE ORDER:				CSE50633			
0001		946-33	CHILD SUPPORT COLLECTION, TRACKING			QTY	DATE
SIGNATURE _____				DATE _____			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

