



Request for Proposal

Banking Services

May 25, 2012



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

A VASCUPP Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia

**Banking Services
Request for Proposal #SH052512
May 25, 2012**

<u>Table of Contents</u>	Page
I. Overview of the RFP Process.....	1
II. Background Discussion and Goals of the University.....	2
III. Scope of Services.....	5
IV. Basis of Selection	19
V. Contents of the Proposal	20
VI. Information about this RFP	
A. Procurement Schedule.....	25
B. Issuance of RFP and Questions	26
C. Preproposal Conference	26
D. Proposal Deadline	27
E. Oral Presentations and Negotiations.....	28
F. Communications	28
G. Formation of the Agreement with the Selected Firm.....	29
H. Provisions Deemed Included in the Proposal.....	30
I. Rejection of Proposals	31
J. Virginia Freedom of Information Act	31
 Attachment 1 - Mandatory Contractual Provisions	 32
Attachment 2 - Preferred Contractual Provisions	37
Attachment 3 - Procedure for Resolution of Contractual Claims.....	46
Attachment 4 – Office of the VP for Management and Budget’s Request for Commitment.....	48
Attachment 5 – University Financial Reports.....	49
Attachment 6 - Pro-Forma Monthly Volume Levels.....	50
Attachment 7 - Integrated Payables	54
Attachment 8 - Lockbox Activity (\$ Processed).....	55
Attachment 9 – Lockbox Sample Invoice.....	56

Attachment 10 - Significant Banking Locations Outside of the Charlottesville Area.....	58
Attachment 11 - Significant On-Grounds Banking Locations.....	59
Attachment 12 – Foreign Currency Wire Transfers	60
Attachment 13 - Interface File Formats	61
Attachment 14 - Data and Intellectual Property Protection	68
Attachment 15 – Questions for Firms.....	76
Attachment 16 - HIPAA Business Associate Addendum.....	99

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This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: <http://www.procurement.virginia.edu/pagerfp>. It is the firm's responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed in Section VI, Information about this RFP. Additional information can be found on Procurement and Supplier Diversity Services web site: <http://www.procurement.virginia.edu/pagehome>

I. Overview of the RFP Process

The Rector and Visitors of the University of Virginia (the "University"), a Virginia public corporation, seeks an experienced firm to provide banking services. This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for the University is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth and the University encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

II. Background Discussion and Goals of the University

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson's spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University's standing as a leader in education, research, and community service.

The 24,541 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University's outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,400 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation's finest, and graduates who have consistently been among the forefront of our nation's shapers. At the University, our bright future is the direct result of our great history.

The University has three main operating divisions: the Academic Division, the Medical Center, and the College at Wise. This RFP specifically addresses services for the University's Academic Division and the Medical Center.

The University's Academic Division is a comprehensive teaching and research institution enrolling nearly 22,000 full-time equivalent students, including an estimated 14,000 undergraduates, in on-grounds programs. The Academic Division is comprised of 11 separate schools, including the College and Graduate School of Arts and Sciences, the McIntire School of Commerce, the Curry School of Education, the Frank Batten School of Leadership and Public Policy, the School of Engineering and Applied Science, the Darden Graduate School of Business Administration, the School of Architecture, the School of Law, the School of Medicine, the School of Nursing and the School of Continuing and Professional Studies. In the September 2011 U.S. News & World

Report undergraduate college rankings, the University tied for number two among public universities and tied for number 25 among its 280 ranked national universities. Since U.S. News & World Report began a separate listing of the top 50 public universities in 1998, the University has never been ranked lower than number two, and in the 20-year history of the rankings, has always been in the top 25 among all ranked universities.

The University of Virginia Medical Center is an integrated network of primary and specialty care services ranging from wellness programs and routine checkups to the most technologically advanced care. The hub of the Medical Center is a 570-bed hospital with a Commonwealth-designated Level 1 trauma center located in Charlottesville. In addition, primary and specialty care are provided at convenient clinic locations throughout central Virginia communities. The Medical Center is one of the leading academic research hospitals in the nation and is a seven-time winner of Solucient, Inc.'s Top 100 Hospitals Award.

The Academic and Medical Center Divisions coordinate their own banking and cash management needs with each division having its own personnel, processing requirements, and systems. The Selected Firm(s) must be able to meet the needs of both divisions. The Selected Firm(s) will provide services to meet the diverse needs of both divisions and help the University achieve its collective mission and goals.

While the services addressed by this RFP are for both divisions of the University, the Academic and Medical Center Divisions differ and/or complement each other in some notable ways:

- A. Payroll - The Academic Division and the Medical Center have alternating payroll cycles. The Academic Division pays non-faculty employees (approximately 13,000) on a bi-weekly cycle. Faculty (approximately 3,000) are paid on a monthly cycle. The Medical Center employs approximately 7,500 individuals that are paid on a bi-weekly cycle.
- B. Lockbox - The Academic Division does not currently use a lockbox, but the Medical Center is a high-volume lockbox user with unique requirements regarding service needs regarding imaging capabilities and file transmissions.

- C. Line of Credit - The Academic Division is solely responsible for securing credit lines for the University and such lines support the credit needs of the entire University.

- D. Customer Service - From time to time the Academic and Medical Center Divisions have differing customer service needs and Selected Firms may be required to provide each division with an operational support staff that understands and accommodates each division's unique needs.

In support of its mission and in an effort to maintain the highest quality services for its customers, the University seeks an experienced firm (or firms) to provide banking services in categories including, but not limited to:

- Checking and Depository activity
(See Attachment 6, Pro-Forma Monthly Volume Levels.)
- Lockbox;
(See Attachment 8, Lockbox Activity, and Attachment 9, Lockbox Sample Invoice.)
- Integrated payable platform to pay by vendors by "ghost" cards and ACH
(See Attachment 6, Pro-Forma Monthly Volume Levels Pro-Forma Monthly Volume Levels, and Attachment 7, Integrated Payables.)
- Merchant card processing
- Line of credit
- Branch banking
- ATM services

Background information regarding the banking services is contained throughout this RFP, including within Section III, Scope of Services, and within these Attachments:

- Attachment 5 – University Financial Reports
- Attachment 6 - Pro-Forma Monthly Volume Levels
- Attachment 7 - Integrated Payables
- Attachment 8 - Lockbox Activity (\$ Processed)
- Attachment 9 – Lockbox Sample Invoice
- Attachment 10 - Significant Banking Locations Outside of the Charlottesville Area
- Attachment 11 - Significant On-Grounds Banking Locations
- Attachment 12 – Foreign Currency Wire Transfers

- Attachment 13 - Interface File Formats

The University reserves the right to award to different Selected Firms to respectively provide individual components of the banking services or any related part of the Services discussed in this RFP.

The University will discuss the implementation timing of individual components of the banking services with relevant finalist firms during the RFP process.

The University invites firms responding to this RFP to submit proposals that present different options for provision of the Services, and/or alternate creative proposals. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.

III. Scope of Services

It is the University's intent to enter into an Agreement with the Selected Firm for banking services to include those services necessary to help the University achieve its goals as outlined in this RFP (the "Services"). In order to achieve this goal the Selected Firm may be requested to provide those Services outlined in this section. The University reserves the right to select a single Selected Firm to provide Services for all banking components identified in this RFP, or it may select multiple Selected Firms that will each perform a component (or components) of the Services.

The University's banking and cash management needs are coordinated by two divisions: the Academic Division and the Medical Center. Each division has its own personnel, processing requirements, and banking needs. The Selected Firm(s) must be able to meet the needs of both divisions.

For purposes of this RFP, the University has divided its banking and cash management services into six Service Groups:

- Service Group 1: General Banking and Lockbox Services
- Service Group 2: Payroll Processing and Imprest Accounts
- Service Group 3: Integrated Payables

- Service Group 4: Merchant Card Processing
- Service Group 5: Onsite Placement of ATMs
- Service Group 6: Line of Credit

Firms may submit proposals for one or more of the above Service Groups (or any individual component therein if so identified by the University).

Customer Service (*All Service Groups*)

For all Services, the Selected Firm will provide the highest quality customer service to the University and will designate a single Project Manager to coordinate the provision of all Services to the University.

For all Services, the Selected Firm will provide the University with ready access to higher management levels of the Selected Firm as necessary, but in particular for the purpose of resolving any problems that the Project Manager is unable to conclude to the University's satisfaction. The Selected Firm's staff will be specifically qualified in automated transactions and thus not require phone rotation (i.e., call processing).

Implementation / Conversion (*All Service Groups*)

For all Services, the Selected Firm is required to have an implementation plan to transition required Services. Due to the technical nature of implementing a new banking relationship, it has historically taken up to nine months to fully implement a transition. The Selected Firm may subsidize the cost of the University's implementation. The Selected Firm will be required to conduct business with other Selected Firms in the event that multiple firms are selected by the University as a result of this RFP.

Security Controls (*All Service Groups*)

For all Services, the Selected Firm is required to have a comprehensive disaster recovery plan and internal controls to ensure the security of bank deposits; and will additionally have a comprehensive information security program in place to ensure the protection of all University Data. Such University Data must be treated with the utmost care, in accordance with data protections laws, regulations, and financial industry best practices. (Firms will assess controls using the processes found at <http://www.sharedassessments.org/>.) The provisions of Attachment 14, Data and Intellectual Property Protection, apply.

To the extent that the Selected Firm will handle Protected Health Information (PHI) the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), will apply as will Attachment 16, HIPAA Business Associate Addendum.

III.I. Service Group 1: General Banking and Lockbox Services

(Only firms submitting proposals for General Banking and Lockbox Services should respond to this section.)

The Selected Firm will provide the Service Group 1 Services described in this section:

A. On-Grounds University Branch Location

The University's on-Grounds University Branch Location may be awarded to a Selected Firm that is not selected to provide the other services outlined in Service Group 1. See Attachment 6, Pro-Forma Monthly Volume Levels, for detailed volume levels.

Additional questions pertaining to Service Group 1 can be found in Attachment 15, Questions for Firms. (Add language about the fee for using the Newcomb location)

1. Provide branch banking Services at one on-Grounds University location in Newcomb Hall with hours agreed to by both the University and the Selected Firm with minimum hours of Monday – Friday 10:00 a.m. to 4:00 p.m. (Currently, Bank of America pays a fee for access to the on-Grounds University Branch Location.)
2. Serve as a collection and distribution point for the University's bank deposit bags if the Selected Firm for this service is not also selected as the University's main bank.
3. Provide rolled coin and currency.
4. Cash all checks, at no charge, regardless of where drawn in the United States, for the University community (i.e., all University students and employees).
5. Free checking accounts for the University's Contracted Independent Organizations (CIO's).
6. Provide at least one ATM directly outside of the on-Grounds branch location.

B. Depository Services

1. Provide a depository system capable of servicing the University in the Charlottesville area, and throughout the Commonwealth of Virginia via local branches.

2. The current significant locations of University operations outside of the Charlottesville area from which deposits will be made are included in Attachment 10, Significant Banking Locations Outside of the Charlottesville Area. Other locations may be added over time.
3. Provide specialized accounts including but not limited to sweep accounts, zero balance accounts, and controlled disbursement accounts.
4. Provide the University with deposit slips that meet the University's specifications. The University may wish to produce its own systematically produced deposit slips. The University uses unique deposit identification numbers or "Deposit Control Numbers" appearing on the "MICR" encoded line to distinguish between depositing locations. The "Deposit Control No." must appear on the following:
 - University bank statement
 - deposit summary report
 - automated balance and information reporting system
5. Accept cash, coin, and checks from the University.
6. Provide timely collection of deposited foreign drafts.
7. Provide concentration account with multiple Zero Balance Accounts.
8. Sweep of available cash into overnight investment account.
9. Provide the University with commercial deposit transfer bags to be used for bank deposits.

For a listing of significant on-Grounds banking locations, please see Attachment 11, Significant On-Grounds Banking Locations.

C. Coin, Coin Rollers, and Coin Wrappers

Provide the University with coin, coin rollers and coin wrappers as the University may request.

D. Lockbox Services

The University desires to take advantage and be apprised of the latest technological advances in lockbox Services so it can outsource to the degree practical the manual application of cash credits to the accounts receivable records. Detailed transaction data can be found in Attachment 8, Lockbox Activity.

The Selected Firm will provide specific Services that will include, but not be limited to:

1. Full Image-Enabled Lockbox Services with Optical Character Recognition (OCR) to reduce exceptions and manual intervention.
2. Automated lockbox services for customer/patient payments accompanied by a scannable return document. Sample copies of the remittance document can be found in the Attachment 9, Lockbox Sample Invoice.
3. Process approximately 13,000 checks received annually from patients in lockbox and send remittance documents for debit and credit card payments to the University for processing.
4. Online access to reports and transactions which show postings, exceptions and discrepancies.
5. Lockbox services for third party payments (i.e. insurance providers).
6. Collection of mail from post office boxes daily and daily deposit of funds.
7. Ability to process credit card transactions through lockbox.
8. Daily transmission of payment posting information for payments received in the lock box. Advanced imaging capabilities including ability to scan remittances from commercial carriers, patient checks, and patient return documents with the ability to receive images on CD.
9. Ability to view images online or through the Internet.
10. Online access to all reports and transactions in a Windows environment.

E. Checking Services

1. Make payment on all University issued checks.
2. Provide the Positive Pay service that at a minimum matches the following:
 - payee name
 - transaction amount
 - check number
 - issue date
3. Provide the University with manual check stock that meets the University's specifications.
4. Provide the University confirmation of batch total of Positive Pay file.

5. Provide the University timely notice and resolution of any exceptions to the Positive Pay file.
6. Provide the ability for the University to expedite same day transactions.

F. Stop Payments

Provide the ability to process stop payments electronically including electronic notifications.

G. Electronic Payment Services

1. Provide the University with the capability to process the following transactions out of, and into, University accounts. Detailed transactions data can be found in Attachment 6, Pro-Forma Monthly Volume Levels, and Attachment 12, Foreign Currency Wire Transfers.
 - a. Domestic and Foreign Exchange Wire Transfers
 - b. ACH Transfers (Student and Employees)
 - c. Book Transfers / Memo Transactions
2. ACH transfers within the firm's bank should be able to settle same-day. ACH transfers to external domestic banks should settle next business day.
3. Provide control balances for confirmation purposes for ACH transactions.
4. For international transactions, the Selected Firm will need to provide competitively-priced currency exchange Services to the University.
5. Offer services to deter unauthorized electronic transactions.
6. Provide quick and responsive turnaround time for University requirements to ensure the University's required deadlines are met.

H. Information Reporting

1. Provide the University with robust on-line information reporting, to include, but not be limited to the following:
 - a. daily credit and debit detail.
 - b. daily collected balances.
 - c. average collected balance year to date.
 - d. float detail.
 - e. University's deposit control numbers.

- f. merchant numbers for credit card transactions.
 - g. on-line access to all addendum information received by the bank for incoming ACH deposits including those from federal agencies via the U.S. Treasury.
 - h. bank statement header information consisting of: statement number, bank account number, and statement date.
 - i. daily ACH transaction details posted to the University's bank account.
 - j. daily bank statement line interface for daily bank reconciliation.
 - k. interface bank statement lines from the Selected Firm's server to the University's server.
 - l. detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services.
2. Provide electronic Services during normal business hours to locate and provide copies of documents as required by the University.

I. Reconciliation Services

1. Provide the University with online bank statements for all accounts reporting all debits, credits, and a separate detailed deposit report listing deposits in deposit control number order. Such statements must adhere to a schedule as determined by the University.
2. Provide account reconciliation services for disbursements and deposits (full, partial or positive pay, depending on account).
3. Provide electronic access to the data concerning all checks paid and ACH transactions, as specified by the University. This information should be available at all times. The data elements available will include, but not be limited to: the bank account number; paid check date; check number; check amount and payee name.
4. Ability to generate standard and ad hoc reports by user.
5. Provide electronic images of all checks (checks issued by the University and checks deposited to University accounts).
6. Access to electronic image of checks deposited on-line for 90 days and archived after 90 days.

7. Ability to receive legible cancelled check copies showing endorsement as well as check front in an imaging format approved by the University
8. Provide other related documents as specified by the University.

J. Interface – Positive Pay/ACH

The Selected Firm will be required to provide appropriate support and compatible interfaces to University Systems as below:

File	Description	Push / Pull	Security	Format
Positive Pay	A list of paper check payments to enable Positive Pay functionality	Push	PGP Encryption	Customized version of Oracle's delivered PP Format
ACH	Direct Deposit Payments for Employees and Students	Push	PGP Encryption	Version of the NACHA Format

Provide secure access to the Selected Firm's server in a manner that will allow the University to pull information to its server, or security access to the University's server in a manner that will allow the Selected Firm to push information to the University's server and provide positive verification of successful receipt of transmission and/or next day notification of rejected transactions. Files formats must be mutually agreed upon by the Selected Firm and the University. Files should be transmitted in a secure and efficient manner. Additional file format detail can be found in Attachment 13, Interface File Format.

K. Bank Deposit Balances

1. Provide deposit or investment options for collected balances. During the past year, the Academic Division maintained an average collected balance of \$45 million. Balances have fluctuated throughout the year from \$10 million to \$150 million. The Medical Center maintained an average collected balance of \$140 million. Balances have fluctuated throughout the year from \$130 million to \$160 million.
2. Provide a mechanism for the University to offset service fees using compensating balances.
3. All collected balances, in excess of balances insured by the FDIC, are required to be collateralized as per the collateral requirements of the Virginia Security for Public Deposits Act (Va. Code 2.2-4400 *et seq.*).

L. ATM Services

The Selected Firm for Service Group 1: General Banking and Lockbox Services must provide a minimum of three (3) ATM's: one being in Newcomb Hall by the branch location, a 2nd location on central Grounds in a convenient location for student access, and a 3rd location in the University's Medical Center. In the event that a Selective Firm for the on-Grounds University Branch location is different from the Selective Firm for the other relationships in Service Group 1 the Selected Firm for the branch location will provide one (1) ATM directly outside of the branch location and the other Selected Firm will provide two (2) ATMs, one on central Grounds in a convenient location for student access, and a 2nd location in the University's Medical Center.

III.II. Service Group 2: Payroll Processing and Imprest Accounts

(Only firms submitting proposals for Payroll Processing and Imprest Accounts should respond to this section.)

The Selected Firm will provide the Service Group 2 Services described in this section:

The University employs approximately 27,500 individuals. Approximately 98.5%+ of employees currently receive direct deposit and the remaining employees (approximately 250 to 300) are enrolled in a payroll card program or receive paper checks. The Academic Division and the Medical Center have alternating pay cycles. See Attachment 6, Pro-Forma Monthly Volume Levels, for detailed volume levels. In an effort to maintain the highest quality of services for its employees, the University seeks an experienced firm to provide the following Payroll Processing and Imprest Accounts services. Additional questions pertaining to Service Group 2 can be found in Attachment 15, Questions for Firms.

For Service Group 2, the Selected Firm will:

- A. Provide a means to pay faculty, staff and students by direct deposit that provides for a pre-validation process to verify that banking information is correct before the actual payment is issued by the University.
- B. Provide a payroll card program for approximately 250 to 300 employees.
- C. Provide an ACH credit limit of at least \$45 million to accommodate instances when faculty and non-faculty employees are paid on the same date.
- D. Maintain 30 imprest or "petty" accounts. These accounts have minimal activity and no online reporting requirements.

- E. Cash employee payroll checks (approximately 400 per pay cycle) at no charge to employees.
- F. Provide all of the reconciliation service requirements described in RFP Section III.I-I, Reconciliation Services, if the Selected Firm for Service Group 2 is different from the Selected Firm for Service Group 1.

III.III. Service Group 3: Integrated Payables

(Only firms submitting proposals for Integrated Payables should respond to this section.)

The Selected Firm will provide the Service Group 3 Services described in this section:

The University seeks an experienced firm to provide a strategic payable system able to transact with outside vendors via ACH and ghost cards. The Integrated Payable system should include a platform for vendor registration and the ability to notify the University when ACH or ghost cards are an acceptable form of payment. Currently, the University utilizes Bank of America's ("BoA") ePayables® method of electronic payment and BoA's PayMode® method of electronic payment as its Integrated Payables solution. See Attachment 7, Integrated Payables, for detailed volume levels. Additional questions pertaining to Service Group 3 can be found in Attachment 15, Questions for Firms.

- A. Provide an Integrated Payables Solution for the timely payment to vendors via a ghost card purchasing card program or ACH transaction. Given special handling requirements, the University will retain responsibility for making check payments for non-enrolled vendors.
- B. Market the Integrated Payables Platform to the University's vendors.
- C. Assist the University in identifying vendors eligible for purchasing card or ACH payment at least twice a year.
- D. Be responsible for timely registration of vendors and updating the University's ERP system daily with new vendor registration information.
- E. Provide an automated system to: make ACH payments; electronically transmit remittance information to vendors per the University's specifications, electronically notify the University of rejections in a timely manner; provide an on-line 24-7 system to review detailed transactions; and reconcile payments to the University's accounting system.
- F. Provide an automated system to: make credit card payments without the University having to store or provide card number, expiration date, or Card Verification Value (CVV) code to

vendors; electronically transmit remittance information to vendor per the University's specifications; only allow the vendor to withdraw from the card the amount the University authorizes (no more or no less); electronically advise the University of rejections/receipts in a timely manner; provide an on-line 24-7 system to review detailed transactions; and provide an easy method to reconcile payments to the University's accounting system.

- G. Provide systems/processes that are PCI compliant with the resulting University's uses rendered PCI compliant.
- H. Provide a means to monitor spend on the credit cards and analyze trends.
- I. Provide appropriate support and compatible interfaces to University Systems as below. Additional file format detail can be found in Attachment 13, Interface File Formats.

File	Description	Push / Pull	Security	Format
ACH Payments for Vendors	Program to facilitate ACH payments directly to Vendors	Push	PGP Encryption	Custom Payment Format
Payment to Suppliers via Credit Card	Payments to vendors placed on ghost credit cards	Push	PGP Encryption	Custom Payment Format (same as Direct Deposit Payments)
ACH Payments to Vendors	File is a list of suppliers that have signed up for ACH payments	Pull	PGP Encryption	Custom Payment Format

- J. Provide the University with all available identifying information related to such transfers. Accordingly, the Selected Firm will be required to forward data to the University describing the purpose and source of such transfers to the same extent as that provided by the originating senders of such transfers.
- K. Provide an automated means to ensure the University does not incur international fees for payments made with a ghost card when the vendor draws money using an international terminal.
- L. Provide all of the reconciliation service requirements described in RFP Section III.I-I, Reconciliation Services, if the Selected Firm for Service Group 3 is different from the Selected Firm for Service Group 1.

The University's Purchasing Card Program (plastic cards issued) is not included in the scope of this RFP.

III.IV. Service Group 4: Merchant Card Processing

(Only firms submitting proposals for Merchant Card Processing should respond to this section.)

The Selected Firm will provide the Service Group 4 Services described in this section:

The University is seeking an experienced firm to provide Merchant Card processing at multiple University locations. The system should allow for processing of all University accepted forms of Merchant Card payments. Currently types of allowable transactions include but are not limited to; point-of-sale, web, and telephonic. Additional questions pertaining to Service Group 4 can be found in Attachment 15, Questions for Firms.

- A. Provide the University with the capability to accept merchant card payments at four locations including: three pharmacies in the Hospital; and the Medical Center's finance unit. The University accepts payments from the four major brands; Visa (approximately 4,331 transactions annually), MasterCard (approximately 1,500 transactions annually), Discover (approximately 200 transactions annually), and American Express (approximately 300 transactions annually).
- B. Process payments for the purchase of goods or services in person, by phone or through the web.
- C. Provide tamper-proof PCI compliant point of sale terminals as replacements for current terminals that are not compatible with the new service.
- D. Provide reporting tools for gathering credit card payment information.
- E. Provide debit card services.
- F. Deposit gross amounts to the bank account with no more than a two day delay, with monthly billing for fees.
- G. Provide timely notification of merchant charge backs and efficient method to resolve disputed charges

Merchant card processing for the Academic Division falls under a statewide contract issued by the State Treasurer for any/all state agencies through Elavon. Merchant card processing for the Academic Division *is not included* in the scope of this RFP at this time but may be considered at a future date.

III.V. Service Group 5: Onsite Placement of ATMs

(Only firms submitting proposals for Onsite Placement of ATMs should respond to this section.)

The Selected Firm will provide the Service Group 5 Services described in this section:

The University is seeking an experienced firm to provide ATM services at selected sites on University grounds. Additional questions pertaining to Service Group 5 can be found in Attachment 15, Questions for Firms. ATMs are currently located in the following locations at the University:

#	Location	Current Provider	Estimated Annual Volume
1*	Newcomb Hall (outside of bank branch)	Bank A	23,436
2	Newcomb Hall (2 nd floor)	Bank B	21,180
3	Alderman Library	Bank C	7,800
4	University Hospital cafeteria	Bank A	14,172
5	Observatory Hill Dining Center (Lobby)	Bank A	16,519
6	Aquatic & Fitness Center (Lobby)	Bank D	1,443
7	Law School	Bank D	967
8	Darden School	Bank E	97
9	John Paul Jones Arena	Bank A	786
10	John Paul Jones Arena	Bank A	2,361
11	John Paul Jones Arena	Bank D	231
12	Scott Stadium	Bank A	1,127
13	Scott Stadium	Bank A	1,322
14*	Medical Center	Bank A	38,572
15	Bookstore	Bank A	37,836
16	New Hospital Cafeteria	Bank C	55,000

Other than furnishing space and ordinary utilities, the University will not make any out-of-pocket payments to the Selected Firm for the placement of ATMs.

* Locations #1 and #14 are to be awarded with Service Group 1.

III.VI. Service Group 6: Line of Credit

(Only firms submitting proposals for a Line of Credit should respond to this section.)

The Selected Firm will provide the Service Group 6 Services described in this section:

In aggregate, the University has a \$250 million revolving line of credit with 3 providers (\$100 million / \$100 million/ \$50 million). The revolving lines of credit provide liquidity for the University's variable rate debt obligations. Additional questions pertaining to Service Group 6 can be found in Attachment 15, Questions for Firms.

- A. Provide a revolving line of credit of up to \$250 million for liquidity for the University's Variable Rate General Revenue Obligations. The lines of credit are payable from General Revenues of the University and the pledge of such General Revenues are on a parity basis with all other General Revenue Obligations. The existing lines expire between April 2013 and April 2014. The University has never drawn on its line of credit facilities. Audited Financial Statements are available on the University's website. Multiple banks will be selected to provide the aggregate revolving line of credit.
- B. The desired terms of the LOC are as follows:
 - Maturity Date: One to three years.
 - Redemption: Redeemable at any time by the University without prepayment penalty.
 - Security: There will be no security or financial covenants

New Services and Notifications *(All Service Groups)*

For all Services, the Selected Firm is expected to propose provision of new Services (for example, due to new functionality) during the term of any agreement resulting from this RFP. The University is interested in banking industry "best practices". The Selected Firm is expected to alert the University of any new or amended legislation related to the Services provided by the Selected Firm.

The University desires that such proposals of the Selected Firm address its potential provision of any such new Services, including those which would result in time or cost savings to the University or would be more convenient for the University. The University is also looking for innovative enhancements to improve its current methods of doing business and will look to the

Selected Firm to keep it abreast of market developments and opportunities for efficiency. During the course of any Agreement resulting from this RFP, the University will evaluate proposals received from the Selected Firm for new Services and determine if it is advantageous to pursue arrangements for the Selected Firm to provide such new Services to the University.

IV. Basis of Selection

The University will evaluate proposals and, if a firm is to be selected, select the firm on the basis of:

- A. The firm's plan to assist the University to meet its goals for banking services as discussed in Section II, Background Discussion and Goals of the University, and Section III, Scope of Services;
- B. The firm's relevant experience, qualifications and success in providing the banking services similar to those outlined in this RFP;
- C. The firm's references from institutions of higher education, teaching hospitals, and clients which are comparable to the University;
- D. The firm's financial proposal including but not limited to discounts, service charges and other charges;
- E. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
- F. The contractual terms which would govern the relationship between the University and the Selected Firm;
- G. The firm's plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm's proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.); and
- H. Any other factors relevant to the firm's capacity and willingness to satisfy the University.

Note: The University reserves the right to award the Agreement for all or part of the Services to one or more firms. Firms are encouraged to submit proposal(s) for all of the Services or part of the Services described in this RFP.

V. Contents of the Proposal

Proposals should include information outlined in this section and as requested in Attachment 15, Questions for Firms. Copies of proposals must be sent to the Issuing Office, Procurement and Supplier Diversity Services, Carruthers Hall, and not to any other office or department whatsoever at the University. Firms may submit proposal(s) addressing: all Services identified in this RFP; or individual components of the Services identified in this RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of a firm's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

A. Services

1. Describe how the firm plans to provide banking services which is the primary goal of this RFP.
2. Provide a plan of operation to achieve the objectives set forth in Section II Background Discussion and Goals of the University and Section III, Scope of Services, specifically responding to each paragraph and subparagraph in the order addressed. Additionally, firms must provide responses to the questions found in the identified Attachments which correspond to the Service Group paragraph(s) to which the firm is submitting proposal(s).
3. Describe how the firm plans to provide banking services. Include a description on how the firm will work with the University to provide the Services specifically including its plan for customer service.
4. Describe the firm's plan for interfacing with the University's automated systems including Oracle software applications and include a discussion of the firm's disaster recovery procedures.
5. Describe any related banking services not described by the University in the RFP which the firm proposes the University consider.
6. Provide the University with any sample documents, reports, or forms relevant to the Services being proposed by the firm.
7. The University is interested in receiving proposals on any new Services including those which would result in cost or time savings to the University or would be more

convenient for the University. The University is also looking for innovative enhancements to improve its current method of doing business. Please describe the technology that currently exists and anticipated capabilities in the future.

8. The University invites proposals that present different options for provision of the Services, and/or alternate creative proposals from firms. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.
9. Provide the additional information requested in Attachment 15, Questions for Firms, for the Service Group(s) being proposed.

B. Firm Information, Personnel, References

1. Provide a brief history of the firm and its experience in providing banking services similar to those described in this RFP. List parent and/or subsidiary companies and number of employees.
2. Provide information on those individuals assigned to work with the University including a description of their experience in providing relevant similar banking services. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the firm's proposal and any subsequent responses required of the firm as a part of the RFP process. Specifically identify the name and contact information for the individual proposed by the firm to act as the Project Manager as described in Attachment 2, Preferred Contractual Provisions.
3. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.
4. Provide a list of institutions of higher education or health care organizations with which the firm has signed a term contract for services similar to those described in this RFP. Describe the firm's experience in providing such similar services.
5. Provide a list of all clients lost within the last three years which includes:
 - a. A contact name and telephone number
 - b. Length of service at the account
 - c. Reason for the loss

6. Provide a copy of the firm's most recent audited financial statements (which must include an electronic copy).
7. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at <https://vascupp.org>.
8. Provide the name of the individual responsible for the firm's supplier diversity program. This individual is responsible for implementing and reporting on the firm's Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.
9. Complete the following table with current credit ratings by Standard & Poor's Rating Services and Moody's Investor Services for both the firm (and if different, the firm's parent company). If the firm (and its parent company if applicable) is not rated by these rating organizations, provide other evidence of the institution's financial strength.

Firm / Bank

	Standard & Poor's Rating	Moody's Investor Services
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		

Bank Holding Company

	Standard & Poor's Rating	Moody's Investor Services
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		

10. Discuss the firm's current capital structure, adequacy, and coverage. Please provide the firm's Tier 1 Capital Ratios.
11. Provide the additional information requested in Attachment 15, Questions for Firms, regarding Firm Information Personnel and References.

C. Financial Proposal

1. Describe the fees that will be charged for banking Services for the term of the Agreement. Ensure that fees are provided for all Services' categories proposed by the firm. Include a five-year history of past rate increases.

2. Describe how the University will be charged. Include any additional discounts available for early payment of invoices.
3. Provide a complete fee schedule for all Services described in the firm's proposal using Association of Finance Professionals (AFP) Service Codes, if possible. A list of services currently used with volume levels for Service Groups 1 and 2 is provided in Attachment 6, Pro-Forma Monthly Volume Levels.

Fees related to all Services described in the proposal must be listed – even if the service is not currently shown in Attachment 6. Also, include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged. Include any incentives or price breaks offered based on volume, timeliness of payment, rebates or other measures.

4. Describe how the firm intends to charge the University for new and/or Future Services, including those which would incorporate new technology or would result in cost/time savings or greater convenience to the University. The University expects all pricing related to new and/or Future Services to be significantly better than market pricing.
5. Describe how the University will benefit from cost savings by accepting the firm's proposal.
6. Describe how the firm intends to defray the University's transition and procurement costs if the University makes award to the firm for the Services, in whole or in part. Describe any retention incentives as appropriate to the firm's status.
7. Describe any additional price breaks or incentives the firm intends to offer the University.
8. State the firm's agreement to receive payments electronically via the University's integrated payables solution -- which is currently Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment. Prior to contract award, the Selected Firm will be required to contact University Procurement and Supplier Diversity Services' Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

D. Contractual Arrangements

1. Provide the University with any form or contract the University may be requested to sign.
2. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.
3. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions and Attachment 14, Data and Intellectual Property Protection.
4. Provide a written statement with the firm's proposal that its principals or legal counsel has reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agrees that these provisions will become a part of any final agreement.
5. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

E. Site Visits

It may be necessary or desirable for the University's evaluation team of less than ten people to travel to a site chosen jointly by the firm and the University to view its operation. Each firm will indicate whether it will reimburse the University for the reasonable and actual expenses (travel, lodging, meals, etc.) incurred by the University for its travel.

F. Small, Women-owned and Minority-owned (SWAM) Business

The University is committed to the goal of non-discrimination and to giving fair consideration for all vendors in its procurement programs. The University has set a voluntary goal of doing 5% more business with SWAM firms each year. The University's 2011 SWAM plan spend goal for firms certified by the Commonwealth of Virginia's Department of Minority Business Enterprise (DMBE) is 40%. Targets for each business segment are as follows:

Minority Business Enterprises	5.0 %
Women Business Enterprises	6.0 %
Small Business Enterprises	31.0 %

This goal does not allow for "set aside" purchases. SWAM firms must compete equally with majority firms and be able to provide the University with quality goods and services

at competitive prices. To view the University's current quarterly achievements, click here ([Current SWAM Report](#)). As this report shows, the University is in need of assistance in the Minority-owned and Women-owned categories. Please tailor firm's SWAM plan to assist the University in meeting its goal and targets.

Specify whether the firm is a SWAM. Firms can only be considered a Small, Women-owned or a Minority-owned Business Enterprise if certified by DMBE. All certified SWAM firms will be assigned a specific identification number. No SWAM firm is required to certify under this program and no SWAM firm will be excluded from doing business with the Commonwealth because of its failure to certify as a SWAM firm.

If the firm is not a SWAM firm, describe the firm's partnering relationships with SWAM firms and how it plans to support the University's goal to increase business annually by 5% with these firms in accordance with Attachment 4, Office of the VP for Management and Budget's Request for Commitment letter.

G. Other Information

Provide any other information which the University should consider in evaluating the firm's proposal.

VI. Information about this RFP

A. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

Issue Date of RFP:	05/25/12
Preproposal Conference:	06/18/12
Deadline for Receipt of Proposals:	07/05/12
Oral Presentations:	08/14/12 – 08/21/12
Negotiations:	09/07/12 – 09/18/12
Contract Awards:	11/01/12 – 04/30/13

B. Issuance of RFP and Questions

The Issuing Office for this RFP is:
Procurement and Supplier Diversity Services
University of Virginia

1001 North Emmet Street
P.O. Box 400202*
Charlottesville, Virginia 22904-4202

**NOTE: If RFP proposal is sent U. S. Postal Service use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

Attention: Steve Heldreth, Major Procurements Manager
Telephone: (434) 924-4217
Fax : (434) 982-2690
TDD: (434) 982-HEAR
Email: heldreth@virginia.edu

Any questions concerning this RFP will be directed to Steve Heldreth as listed above and not to any other person at the University, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director, Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu. The University will determine whether any addenda should be issued as a result of any question or other matters raised.

C. Preproposal Conference

A conference for firms receiving this RFP will be held on Monday, June 18, 2012 at 1:00 p.m. EDT in Newcomb Hall South Meeting Room, Charlottesville, Virginia (map viewed at this web site: <http://www.virginia.edu/Map/>). Attendance at this conference is advised if your firm wishes to raise any questions in connection with this RFP. Please print a copy of the RFP and bring it with you as no additional copies will be provided at the conference. The University intends to present general information which may be helpful in the preparation of proposals and to offer firms the opportunity to ask questions concerning this RFP. No firm may have more than two representatives present at the conference.

In order to optimize the informativeness of the preproposal conference, firms are requested to submit advance questions to the University prior to 12:00 p.m. on Monday, June 4, 2012 so that the University may staff and/or research more complex questions before the conference. The University intends to address those questions received by June 4th at the preproposal conference in appropriate detail, and it will address other questions raised by firms at the preproposal conference to the extent feasible at the conference. The University

makes no guarantee that questions received after the conclusion of the preproposal conference will be addressed.

Firms planning to attend the Preproposal Conference should notify Rebecca Sims by email (pur-rfp@virginia.edu), no later than 12:00 p.m. EDT on Thursday, June 14, 2012 of the names, titles, and phone numbers of the individuals who will attend. Firms traveling to Charlottesville can go to the following website for travel arrangement assistance:
<http://www.virginia.edu/placestostay/>

D. Proposal Deadline

All proposals must be received at the Issuing Office by 3:00 p.m. EDT, on Thursday, July 5, 2012. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University. Firms must submit an electronic original proposal that will be received by the University by the proposal deadline. The electronic original proposal must be submitted on a thumb drive or CD-ROM. In addition to the original proposal, firms must provide eight hard copies of the original proposal in individual, bound volumes. Each hard copy of the proposal must be accompanied by an electronic copy of the proposal on a thumb drive or CD-ROM. All electronic proposal documents, whether originals or copies, should be formatted as Microsoft Word documents.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure. RFP Section VI-J, Virginia Freedom of Information Act, applies.

E. Oral Presentations and Negotiations

An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations are tentatively scheduled for August 14, 2012 – August 21, 2012. Negotiations with two

or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Negotiations are tentatively scheduled for September 7, 2012 – September 18, 2012.

F. Communications Between the University and the firms Regarding This RFP
Informal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:

1. Requests from the firms to any department at the University, with the exception of Procurement and Supplier Diversity Services for information, comments, speculation, etc.; and
2. Requests from any department at the University, or any employee of the University, with the exception of Procurement and Supplier Diversity Services for information, comments, speculation, etc.

Formal Communications

From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement and Supplier Diversity Services. Formal communications will include but not be limited to:

1. Preproposal Conference
2. Oral presentations
3. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

G. Formation of the Agreement with the Selected Firm

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described in Section H, Provisions Deemed Included in the Proposal, certain matters will automatically be deemed part of the proposal.

H. Provisions Deemed Included in the Proposal

The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section V, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a

mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.

1. Mandatory Provisions

Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below.

Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

- a. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section C, Proposal Deadline.
- b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.

2. Preferred Provisions

Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

- a. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and
- b. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

I. Rejection of Proposals

The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists, or when the University rejects all proposals.

J. Virginia Freedom of Information Act

Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. A firm may not request that its entire proposal be treated as a trade secret or proprietary information. Nor may a firm request that its pricing be treated as a trade secret or proprietary information, or otherwise be deemed confidential.

Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination

During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests

The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

C. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if

sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:
Eric N. Denby
Director of Procurement and Supplier Diversity Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690

If to the Selected Firm:

The person signing the Selected Firm's proposal in response to the University's RFP, at the Selected Firm's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor

The Selected Firm is not an employee of the University, but is engaged as an independent contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability

The Selected Firm will (i) maintain Employers Liability coverage of at least \$500,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs, particularly as it relates to the Virginia Workers' Compensation Act.

H. Drug-Free Workplace

The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free workplace for the Selected Firm's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected Firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected Firm, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

I. Information Technology Access

All electronic and information technology procured through this RFP must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>.

Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

J. eVA Business To Government Registration

The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the gateway for firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award being made.

K. eVA Transaction Fee

The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA vendor and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

L. Unauthorized Alien Use.

The Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.

Attachment 2
Preferred Contractual Provisions

A. Services

During the term of this Agreement, the Selected Firm will provide for the University the Services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement

The term of this Agreement will be for five years, with the ability to renew on the same or similar terms and conditions, for five additional one-year renewal periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator

The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for day-to-day operations but cannot approve amendments to the Agreement or price changes.

D. Waiver

No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification

The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent

or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

G. Termination

If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation

Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.

I. Right of Audit

The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm perform self-audits within reasonable parameters established by the University.

J. Contractual Claims

This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

K. Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A-financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Comprehensive Commercial General Liability:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of not less than \$1,000,000 per occurrence and a \$3,000,000 aggregate, with coverage for the following:

- | | | | |
|-------------------------------------|-------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Premises/Operations | <input checked="" type="checkbox"/> | Contractual |
| <input checked="" type="checkbox"/> | Independent Contractors | <input checked="" type="checkbox"/> | Personal Injury |
| <input checked="" type="checkbox"/> | Additional Insured* | <input checked="" type="checkbox"/> | Fire Legal Liability (\$500,000)
(if occupying space for banking operations on University property) |

Financial Institution Bond:

The Selected Firm and any Subcontractor will maintain a Financial Institution Bond with a limit and scope of coverage commensurate with industry best practices for financial institutions of similar financial size and complexity, with a maximum deductible of \$2,000,000 or an amount agreed to by the University based on the Selected Firm's financial ability.

Cyber Risk Coverage:

The Selected Firm and any Subcontractor will maintain Network Security and Privacy Insurance with breach response services to provide liability protection for a computer breach that compromises sensitive information, with a aggregate limit of coverage equal to at least \$5,000,000.

M. Favored Nations

The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

N. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

O. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" and any subsequent revisions, which is available at this web site: <https://vascupp.org/hem.pdf>

P. Small, Women-owned and Minority-owned (SWAM) Business Reporting

The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

Lorie Strother
SWAM Contract Administrator
Procurement and Supplier Diversity Services
E-mail: <mailto:ljs8n@virginia.edu>

The quarterly SWAM business reports will contain this information:

- SWAM firm's name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University's account.

The Selected Firm's failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or the Selected Firm's failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

Q. Intellectual Property Rights/Disclosure

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from any Agreement resulting from this RFP and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims. The Selected Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

R. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party, and not to make any internal use of such material not required under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are

disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

1. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
2. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
3. Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or
4. Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or contractual obligations under this Agreement; or
5. Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
6. The receiving party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

Upon written request of a disclosing party, the receiving party will return all information disclosed in written or tangible form, and the receiving party will destroy all of its copies, excerpts, or notes made by it which contain any portions of the information unless otherwise provided for by the parties.

S. Payment Terms

The Selected Firm may indicate payment terms of less than 30 days so long as those terms also contain a cash discount for early payment. For example: "5% 15/Net 30" would correspond to a 5% discount if paid in 15 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Services described in this RFP will be paid on a Net 30 days after receipt of the Services and University receipt and approval of the corresponding invoice.

The Selected Firm agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University's Payment Processor Specialist group in Procurement and Supplier Diversity Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment (or successor electronic payment method).

T. Marketing

The University encourages the Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Selected Firm's Services. However, the Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that the Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

U. Future Services

The University reserves the right to have the Selected Firm provide additional Services under the same Favored Nations pricing, terms, and conditions across the Selected Firm's entire service line. Such additional Services may include other banking Services that are newly introduced during the term of this Agreement. Such newly introduced additional Services will be provided to the University at Favored Nations pricing, terms, and conditions.

V. Project Manager

The Selected Firm agrees to provide these named individual(s) to respectively serve as "Project Manager(s)". The Project Manager(s) will implement, perform, and manage provision of the Services as indicated in Section III, Scope of Services. The University must approve the appointment of the Project Manager(s) prior to execution of any Agreement with the Selected Firm resulting from this RFP. The Project Manager(s) will be the University's primary contact(s), although the Project Manager(s) will be assisted as needed by other members of the Selected Firm's staff in completing key activities.

In the event that a Project Manager is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the University's Contract Administrator, the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Services to the University. The University reserves the right to approve the replacement, or to cancel the Agreement. If a proposed replacement is accepted by the University, the replacement will be provided as a part of the Services at no additional charge to the University and in accordance with all terms and conditions specified in the Agreement.

W. Ordering Procedures

The University does not place verbal orders for the Services. The University may only place orders for the Services by issuing a formal written Purchase Order in advance of Selected Firm's provision of the Services. Accordingly, at the University's request, the Selected Firm will issue a proposal/quotation listing the Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize the Selected Firm to provide the Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

Attachment 3
Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

- A. The Selected Firm must provide the written claim to:
- Assistant Director of Procurement and Supplier Diversity Services
University of Virginia
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202
- B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.
- C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.
- D. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:

Director of Procurement and Supplier Diversity Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202

by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

- F. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Selected Firm mutually agree.
- G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.
- H. Nothing in this Attachment 3 will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement; provided, the Selected Firm may not file such claim unless and until it has complied fully with the procedure set forth in this Attachment 3.



Office of the Vice President for Management and Budget

Attachment 4

Vice President for Management and Budget's Request for Commitment

Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority- and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women- and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

A handwritten signature in black ink that reads "Colette Sheehy".

Colette Sheehy

Vice President for Management and Budget

Attachment 5
University Financial Reports

Financial statements for the University may be reviewed at this web site:

<http://www.virginia.edu/presidentsreport/pdf/2011finance.pdf>

Financial data for the University's Medical Center are reflected in the totals contained in the above financial statements. For additional information, specific financial statements reflecting the Medical Center's component of the above University statements are available in this attachment.

Attachment 6

Pro-Forma Monthly Volume Levels

	Service Group 1: General Banking & Lockbox Services			Service Group 2: Payroll & Imprest Accounts			Proposed Costs	
	Academics	Medical Center	Total	Academics	Medical Center	Total	Service Group 1	Service Group 2
BALANCE RELATED SERVICES								
FDIC ASSESSMENT	5,739	14,016	19,755			-		
DEPOSITORY SERVICES								
ACCOUNT MAINTENANCE	9	6	15	28	1	29		
BANKING CENTER DEPOSIT	463	187	649			-		
QBD/NIGHT DROP DEPOSIT	271	26	297			-		
VAULT DEPOSIT	21	-	21			-		
ITEM PROCESSING DEPOSIT	3	-	3			-		
DEBITS POSTED-OTHER	1	-	1			-		
GENERAL CHECKS PAID TRUNCATED	20	3,180	3,200		480	480		
GENERAL CKS PAID-NOT TRUNCATED	193	-	193			-		
ONLINE DDA STMT PER ACCT	5	7	12	1		1		
ONLINE STOP PAY INQUIRY	0	2	2			-		
ONLINE PAID ITEM INQUIRY	43	0	43			-		
ZBA MASTER ACCOUNT MAINT	1	1	2			-		
ZBA SUBSIDIARY ACCOUNT MAINT	5	4	9			-		
RETURNS-CHARGEBACK	14	6	19			-		
RETURNS-RECLEAR	15	7	22			-		
RETURNS-RECLEAR SERVICES	1	2	3			-		
CKS DEPOSITED	36	-	36			-		
CKS DEP ON US	585	-	585			-		
CKS DEP LOCAL CLEARINGS	482	-	482	10		10		
CKS DEP LOCAL RCPC	1,052	-	1,052	10		10		
CKS DEP OTHER IN DIST	5	-	5			-		
CKS DEP ALL OTHER	1,138	-	1,138	10		10		
CKS DEP UN-ENCODED ITEMS	3,532	2,194	5,726	10		10		
ENCODING SURCHARGE	3,294	-	3,294			-		
CKS DEPOSITED FOREIGN ITEMS	5	0	5			-		
STOP PAY AUTOMATED<=12 MONTHS	40	13	53			-		
NSF ITEMS PAID/RETURNED	0	2	3			-		
OD ITEMS PAID-RETURNED	1	3	3			-		
DEBITS POSTED-ELECTRONIC	298	82	381		34	34		
CREDITS POSTED-OTHER	1	-	1			-		
CREDITS POSTED-ELECTRONIC	2,936	901	3,836	13	7	20		
DEPOSIT ACCOUNT STATEMENTS	10	-	10			-		
GEN DISB CKS PD-IS FRONT IMG	440	51	491			-		
STOP PAY MANUAL<=12 MONTHS	0	-	0			-		
GCS-STOP PAYMENT	0	-	0			-		
FACSIMILE TRANSMISSION	1	7	8			-		
COMMERCIAL DEPS-CASH VAULT								
CURR/COIN DEP/\$100-QBD-ND	2,229	97	2,326			-		
CURR/COIN DEP/\$100-BKG CTR	1,020	575	1,595			-		
CURR/COIN DEP/\$100-VLT	80	0	81			-		
COIN DEPOSIT-NON STD BAG-VLT	20	-	20			-		
DEPOSIT CORRECTION-CASH	0	0	1			-		
COIN SUPP/ROLL-BOX BKG CTR	2	-	2			-		
COIN SUPP/ROLL-BKG CTR	81	-	81			-		
CHANGE ORDER BKG CTR	19	-	19			-		
CURR SUPP/\$100- BKG CTR	41	-	41			-		
FAX NOTIFICATION-RECEIPT-VLT	2	-	2			-		
MAIL NOTIFICATION-RECEIPT-VLT	9	0	9			-		

Pro-forma volume estimates are based upon historical account activity over a 12 month period and represents historical average monthly volumes. Historical account activity may or may not be consistent with future activity levels.

	Service Group 1: General Banking & Lockbox Services			Service Group 2: Payroll & Imprest Accounts			Proposed Costs	
	Academics	Medical Center	Total	Academics	Medical Center	Total	Service Group 1	Service Group 2
GENERAL ACH SERVICES								
ACH OPTIONAL RPTS-ELECTRONIC	26	-	26					
ACH DELETE/REVERSAL (E)	1	-	1	-	2	2		
ACH RETURN ITEM-NOC	34	-	34	23	12	35		
ACH TRANSMISSION SETUP/TEST	0	-	0					
ACH MONTHLY MAINTENANCE	1	1	2	2	1	3		
ACH MONTHLY MAINTENANCE (E)	3	-	3					
ACH INPUT-ECHANNEL	1	-	1					
ACH INPUT-FILE	1	22	22	22	4	26		
ACH INPUT-TRANSMISSION (E)	20	-	20					
ACH OUTPUT-FILE	-	1	1					
ACH BLOCKS AUTH INSTRUCTIONS	1	2	3					
ACH BLOCKS AUTH INSTRUCTIONS	37	-	37	2		2		
ACH BLOCKS AUTH MAINTENANCE	6	1	7	1		1		
ACH ORIGINATED ADDENDA (E)	122	17	139		92	92		
DELETE/REVERSAL-BATCH/FILE (E)	0	0	0					
ACH INPUT-PC/DIRECT (W)	1	-	1					
ACH MONTHLY MAINTENANCE (W)	3	-	3					
ACH DELETE/REVERSAL (W)	0	-	0					
CONSUMER ON US DEBITS (W)	5	-	5					
CONSUMER OFF US DEBITS (W)	15	-	15					
ACH NOTIF OF CHANGE (NOC)	1	0	1	13	8	21		
ACH STANDARD REPORTS-FAX	16	0	16		6	6		
ACH STANDARD RPTS-ELECTRONIC	-	-	-	16		16		
CONSUMER ON US CREDITS (E)	3,863	353	4,216	6,308	2,905	9,213		
CONSUMER OFF US CREDITS (E)	4,795	763	5,558	15,114	10,749	25,863		
CONSUMER ON US DEBITS (E)	1	-	1					
ACH CONSUMER ON US DEBITS	5	41	46					
ACH CONSUMER OFF US DEBITS	16	353	369					
ACH CREDIT RECEIVED ITEM (E)	2,792	910	3,702	13		13		
ACH DEBIT RECEIVED ITEM (E)	138	13	151	31	5	36		
CONTROLLED DISBURSEMENTS								
CONTROLLED DISB MAINTENANCE	1	-	1	1		1		
CONT DISB CKS PD-NOT TRUNCATED	4,287	-	4,287	582		582		
CONT DISB-FUNDING CREDITS	21	-	21	22		22		
WIRE TRANSFER								
WIRE MODULE MAINTENANCE SVCS	1	1	2					
DIRECT WIRE MAINTENANCE FEE	1	-	1					
ELEC WIRE OUT-DOMESTIC	56	3	59		31	31		
ELEC WIRE OUT-BOOK DB	90	73	163		3	3		
ELEC WIRE OUT-DOMESTIC REPAIR	0	-	0					
INCOMING DOMESTIC WIRE	87	2	90					
WIRE ADVICE-PHONE	0	1	1					
WIRE ADVICE - MAIL	-	59	59		34	34		
DOMESTIC WIRE INVESTIGATION	0	-	0					
CUST MAINT TEMPLATE STORAGE	22	-	22					
ELEC WIRE BK MNT TEMP STORAGE	25	28	53					
INCOMING USD INTL WIRE-CHG OUR	11	-	11					
INCOMING USD INTL WIRE-CHG BEN	15	-	15					
INCOMING FX INTL WIRE	1	-	1					
INCOMING FX INTL WIRE-CHG OUR	1	-	1					
INCOMING FX INTL WIRE-DEDUCT	0	-	0					
BOOK CREDIT	27	4	31					

Pro-forma volume estimates are based upon historical account activity over a 12 month period and represents historical average monthly volumes. Historical account activity may or may not be consistent with future activity levels.

	Service Group 1: General Banking & Lockbox Services			Service Group 2: Payroll & Imprest Accounts			Proposed Costs	
	Academics	Medical Center	Total	Academics	Medical Center	Total	Service Group 1	Service Group 2
ACCOUNT RECONCILIATION								
ARP ONLINE STMT LONG TERM	2	1	3					
FULL RECONC PPAY MONTHLY MAINTENANCE	1	1	2	1	1	2		
AR FULL PPAY INPUT PER ITEM	4,553	3,438	7,992	510	391	901		
PAYEE POSITIVE PAY (PER ITEM)	4,553	3,438	7,992	510	391	901		
ARP RECON TRANS END OF CYCLE	-	1	1	1				
ARP MANUAL ISSUE INPUT ITEM	-	2	2					
ARP SPEC RECREATE-PROCESSING	-	1	1					
POSITIVE PAY EXCEPTIONS	2	8	9					
ELECTRONIC PPAY MAINT	1	-	1					
ARP PPAY MAINT-NO RECON	3	-	3					
ARP POSITIVE PAY RETURN-OTHER	1	-	1					
TELLER PPAY ISSUER NOT FOUND	1	-	1					
REVERSE POSITIVE PAY MAINT	1	-	1					
INFORMATION SERVICES								
ONLINE MONTHLY MAINTENANCE (RELATIONSHIP)	1	1	2	1	1	2		
ONLINE PREVIOUS DAY MAINT (RELATIONSHIP)	1	1	2	1	1	2		
ONLINE CURRENT DAY MAINT (RELATIONSHIP)	1	1	2	1	1	2		
ONLINE PREVIOUS DAY ACCT	8	7	11	1	1	2		
ONLINE CURRENT DAY ACCT	6	7	10	1	1	2		
ONLINE PREVIOUS DAY MAX ITEM	9,000	-	9,000					
MAINFRAME TRANS-PDR ACCT	7	-	7	1				
MAINFRAME TRANS-PDR ITEM	8,625	-	8,625	685		685		
DIRECT CURRENT DAY STD ITEM	8,658	4,680	13,337					
DIRECT PREVIOUS DAY EXT ITEM	163	5,181	5,344					
MAINFRAME TRAN-CDR SELECT ACCT	7	-	7	1				
MAINFRAME TRAN-CDR SELECT ITEM	8,159	-	8,159	650		650		
ONLINE USERS / TOKENS	25	20	45	5	5	10		
EDI SERVICES								
THE PAYMENT NETWORK MAINT	1	-	1					
ORIG-PAYMENT-PER ITEM	95	-	95					
PAYMODE LICENSE	-	1	1					
PAYMODE TRANSACTION	-	1,246	1,246					
INTERNATIONAL								
ELEC WIRE OUT-USD INTL	18	0	19					
INCOMING USD INTL WIRE	1	-	1					
INTL WIRE INVESTIGATION	0	-	0					
ELEC WIRE OUT-INTL FX	13	-	13					
CASHPAY SERVICES								
CASHPAY WEB USER SERVICES	-	2	2					
CASHPAY ELEC-ENROLLMENT	-	1	1					
IMAGE								
CD ROM MAINTENANCE	1	1	2	1	1	2		
CD ROM PER IMAGE	4,287	6,542	10,828	582	480	1,062		
CD ROM DISK	3	1	4		1	1		
PP IMAGE REQUESTED - DIRECT	2	1	2					
ONLINE IMAGE ARCHIVE - 90 DAYS (PER ITEM)	400	185	585					
ONLINE IMAGE MAINTENACE - (PER ACCOUNT)	3	1	4					
ONLINE IMAGE RETRIEVAL - (PER IMAGE)	23	43	65					
MISCELLANEOUS								
CHECK COPY	2	1	3					
CASHIER CHECKS/OFFICIAL CHECKS	1	-	1					
NONRELATIONSHIP CUST CK CASHED	146	1	120	9	16	25		

Pro-forma volume estimates are based upon historical account activity over a 12 month period and represents historical average monthly volumes. Historical account activity may or may not be consistent with future activity levels.

	Service Group 1: General Banking & Lockbox Services			Service Group 2: Payroll & Imprest Accounts			Proposed Costs	
	Academics	Medical Center	Total	Academics	Medical Center	Total	Service Group 1	Service Group 2
LOCKBOX	-	-	-					
CHECKS DEPOSITED (LOCKBOX)	-	12,583	12,583					
WLBX IMAGE WEB MAINTENANCE	-	2	2					
WLMB IMAGE LBX MAINTENANCE	-	2	2					
WLPX PAPER PROC PER ITEM	-	1,451	1,451					
WLBX DEPOSIT PREP PER DEPOSIT	-	115	115					
WLBX COURIER DELIVERY OF PKG	-	2	2					
WLBX ADDITIONAL CHECK COPY	-	1,451	1,451					
WLBX CORRESPONDENCE	-	2,344	2,344					
WLBX DATA TRANS MAINT 1ST BOX	-	1	1					
WLBX DATA TRANS PER ITEM	-	9,708	9,708					
WLBX DATA CAPTURE	-	2,317	2,317					
WLBX PAID IN FULL CHECK REVIEW	-	2,999	2,999					
WLBX IMAGE PROC PER ITEM	-	2,999	2,999					
WLBX IMAGE CHECK PRINT	-	2,999	2,999					
WLBX DOCUMENT RETURNED	-	4,333	4,333					
WLBX COMPANY LEVEL MAILOUT	-	1	1					
WLBX SCANNABLE SORT PER ITEM	-	9,708	9,708					
WLBX NO DEPOSIT NOTIFICATION	-	2	2					
WLBX 11-20 ACCEPTABLE PAYEES	-	2,865	2,865					
WLBX CASH TRANSACTIONS	-	5	5					
WLBX WALK IN COURIER MAIL PACKAGE	-	21	21					
WLBX DUAL SIDED IMAGE MAINT	-	2	2					
WLBX IMAGE DOCUMENTS IMAGED	-	25,564	25,564					
WLBX SCANNABLE PROC PER ITEM	-	8,257	8,257					
WLBX IMAGE CD-ROM PER DISC	-	11	11					
WLBX REASSOCIATION	-	2,999	2,999					
WLBX SCANNABLE LBX MAINT	-	1	1					
WLBX IMAGE WEB PER IMAGE	-	25,564	25,564					
WLBX NON-DEPOSITABLE TRANS	-	44	44					
WLBX MERCHANT CARD PROCESSING (PER ITEM)	-	1	1					
REMOTE DEPOSIT CAPTURE (NOT IMPLEMENTED, ESTIMATED FOR PRICING PURPOSES)								
WILL DECREASE ABOVE VOLUME LEVELS								
MONTHLY MAINTENANCE (PER TERMINAL)	2	2	4					
PROCESSING CHARGE (PER ITEM)	4,000	4,000	8,000					
DEPOSIT CHARGE (PER DEPOSIT)	40	40	80					
DEPOSIT CHARGE (PER ITEM)	4,000	4,000	8,000					

Pro-forma volume estimates are based upon historical account activity over a 12 month period and represents historical average monthly volumes. Historical account activity may or may not be consistent with future activity levels.

Attachment 7 Integrated Payables

Medical Center

	Integrated Payables -- Accounts Payable									
	Payment by Ghost Purchasing Card				Payment by ACH				Payment by Checks (Written by Medical Center)	
	# Items		Amount		# Items	Amount	# Items	New Issues		
July	668	\$	4,996,995		1,221	\$	14,255,917	3,481	\$	29,101,486
August	579		4,217,640		1,112		12,805,660	3,714		16,506,187
September	615		4,456,503		1,228		11,249,262	3,452		20,007,195
October	600		3,109,300		1,170		10,755,242	3,049		29,044,699
November	507		3,878,709		1,153		11,000,752	3,314		17,058,362
December	553		4,439,466		1,121		10,416,632	3,100		20,353,348
January	653		5,127,389		1,285		13,286,844	3,111		28,574,231
February	409		3,972,861		978		13,480,431	3,180		14,420,070
March	690		4,323,433		1,483		11,087,481	3,803		18,350,811
April	585		3,649,776		1,282		11,305,638	3,417		27,601,944
May	633		4,142,975		1,165		10,342,576	3,662		18,880,326
June	934		5,811,211		1,055		10,231,537	3,202		33,487,745
Total	7,426	\$	52,126,257		14,253	\$	140,217,972	40,485	\$	273,386,403
Average	619	\$	4,343,855		1,188	\$	11,684,831	3,374	\$	22,782,200

Academic Division

	Integrated Payables -- Accounts Payable					
	Payment by Ghost Purchasing Card			Payment by ACH		
	# Items	Amount		# Items	Amount	
July	655	\$	2,302,359	3,404	\$	40,343,487
August	899		4,369,540	3,908		45,746,284
September	630		4,280,745	3,226		35,009,262
October	855		2,547,075	3,714		41,011,956
November	852		4,022,638	3,235		36,643,527
December	747		2,390,432	3,688		40,735,911
January	652		1,730,581	2,907		45,794,249
February	803		2,494,344	3,259		40,396,531
March	851		2,915,017	3,878		40,441,112
April	787		2,180,825	4,110		50,193,385
May	684		1,975,174	2,969		38,270,591
June	844		2,874,322	3,959		45,685,620
Total Annual Volume	9,259	\$	34,083,049	42,257	\$	500,271,916
Average Monthly Volume	772	\$	2,840,254	3,521	\$	41,689,326

Pro-forma volume estimates are based upon historical account activity over a 12 month period. Historical account activity may or may not be consistent with future activity levels.

Attachment 8
Lockbox Activity
(\$ Processed)

Month	WHOLESALE LOCKBOX			AUTOMATED LOCKBOX
	3059	3064	Total Amount	0272
July	7,016,996	770,644	7,787,640	1,230,081
August	8,606,141	716,377	9,322,518	1,183,181
September	7,743,714	417,084	8,160,798	1,113,088
October	8,301,456	582,010	8,883,466	1,071,059
November	6,329,611	383,137	6,712,748	1,089,296
December	7,300,892	364,842	7,665,734	1,011,540
January	7,761,912	332,083	8,093,995	1,181,819
February	8,139,620	310,039	8,449,659	991,898
March	7,645,631	574,550	8,220,181	1,387,376
April	7,346,330	301,546	7,647,876	1,154,389
May	8,439,829	351,963	8,791,792	1,257,373
June	6,676,249	477,219	7,153,469	1,139,873
Total Annual \$ Processed	91,308,381	5,581,493	96,889,874	13,810,971
Average Monthly \$ Processed	9,130,838	558,149	9,688,987	1,381,097

Pro-forma volume estimates are based upon historical account activity over a 12 month period. Historical account activity may or may not be consistent with future activity levels.

Attachment 9

Lockbox Sample Invoice


UNIVERSITY OF VIRGINIA MEDICAL CENTER
 P.O. BOX 800750
 CHARLOTTESVILLE, VA 22908

Thank you for selecting University of Virginia for your health care needs. According to our records, you are responsible for the amount indicated.

If you lack financial resources you may be eligible for financial assistance. To inquire about our program, visit uvahealth.com/finassist or call (866) 320-9659.

We hope to serve you again if a health need arises.

Account Summary

Statement Date	09/12/11
Location	NEUROSURGERY
Service Date(s)	07/14/11 - 07/16/11
Account Number	1234567890
Medical Record Number	1234567
What we billed Insurance(s)	\$ 34825.31
What insurance(s) paid	\$ -30532.90
Other Adjustments	\$ 0.00
Patient Payments	\$ 0.00
What's pending with Insurance # 1	\$ 161.67
What you owe now	\$ 4130.74

Patient Services Provided

Description	What We Billed Insurance
ROOM CHARGES	2736.00
PHARMACY	1291.06
CLINICAL LABS	5018.00
OPERATING ROOM	13676.00
ANESTHESIA	4842.00
RECOVERY ROOM	1005.00
MEDICAL SUPPLY	6058.25
PATHOLOGY	199.00
PATIENT SERVICES TOTAL:	34825.31

Insurance Information

Please confirm that the information is correct.

PRIMARY

Insurance	CIGNA
Name of Insured	JOHN Q PATIENT
ID Number	A123456789

SECONDARY None

Questions

By Web?

- Visit uvahealth.com/billing
- To set up electronic billing, use billing ID: 123

By Phone?

- Call Monday - Friday 8:00 a.m. to 5:00 p.m.:
- 434-924-5377 - local
- 800-523-4398 - toll free

Written Correspondence?

University of Virginia Medical Center
 Patient Financial Services
 P.O. Box 800750
 Charlottesville, VA 22908


UNIVERSITY OF VIRGINIA MEDICAL CENTER
 P.O. BOX 800750
 CHARLOTTESVILLE, VA 22908 31004

STATEMENT DATE : 09/13/11



0101


 JOHN Q PATIENT
 1234 MAIN ST
 ANYTOWN, USA 99999-9999

31004*TBFG93ERG000001



38F095JA.1.1

IF PAYING BY MASTERCARD, DISCOVER, VISA OR AMERICAN EXPRESS, FILL OUT BELOW.		
CHECK CARD USING FOR PAYMENT		
<input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> VISA <input type="checkbox"/> AMERICAN EXPRESS	<input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> VISA <input type="checkbox"/> AMERICAN EXPRESS	
CARD NUMBER		AMOUNT
SIGNATURE		EXPI. DATE
PATIENT NAME		DATE DUE
JOHN Q PATIENT		09/27/2011
ACCOUNT NUMBER	AMOUNT DUE	AMOUNT PAYING
1234567890	\$ 4130.74	\$


 UNIVERSITY OF VIRGINIA MEDICAL CENTER
 PATIENT FINANCIAL SERVICES
 P.O. BOX 530272
 ATLANTA, GA 30353-0272

123456789012345678901234567890

Other Bills You May Receive

You may receive bills from your own doctor, doctors who assisted in your care, or from other facilities. These doctors and facilities bill for their services separately, and may include:

UVA Physicians Group	434-980-6110 (local) or 1-800-868-6600 (toll free)
UVA Imaging	1-866-591-5559 (toll free)
Community Medicine	434-243-4503 (local)
Health South	1-800-388-2451 ext. 1087 (toll free)
Continuum Home Health	434-984-2273 (local) or 1-800-336-4040 (toll free)

T

IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE . . .

ABOUT YOU:		ABOUT YOUR INSURANCE:	
YOUR NAME (Last, First, Middle Initial)		YOUR PRIMARY INSURANCE COMPANY'S NAME	
ADDRESS		EFFECTIVE DATE	
CITY STATE ZIP		PRIMARY INSURANCE COMPANY'S ADDRESS PHONE	
TELEPHONE		CITY STATE ZIP	
MARITAL STATUS <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		POLICYHOLDER'S ID NUMBER GROUP PLAN NUMBER	
EMPLOYER'S NAME TELEPHONE		YOUR SECONDARY INSURANCE COMPANY'S NAME	
EMPLOYER'S ADDRESS CITY STATE ZIP		EFFECTIVE DATE	
		SECONDARY INSURANCE COMPANY'S ADDRESS PHONE	
		CITY STATE ZIP	
		POLICYHOLDER'S ID NUMBER GROUP PLAN NUMBER	

Attachment 10

Significant Banking Locations Outside of the Charlottesville Area

The current significant locations of University operations outside of the Charlottesville area from which deposits will be made are listed in this Attachment. Other locations may be added over time.

Southwest Center (Abingdon)
One Partnership Circle
P.O. Box 1987
Abingdon, VA 24210

Hampton Roads Center
418 Pembroke Four
Virginia Beach, VA 23462

Roanoke Center
108 N. Jefferson Street
Suite 507
Roanoke, VA 24106

Richmond Center
7740 Shrader Road
Suite E
Richmond, VA 23228

Northern Virginia Center
7054 Haycock Road
Falls Church, VA 22043

The University of Virginia's College at Wise
1 College Avenue
Wise, VA 24293

Blandy Farm
400 Blandy Farm Lane
Boyce, VA 22620

Attachment 11

Significant On-Grounds Banking Locations

The current significant locations of University operations on-Grounds at the University from which deposits will be made are listed in this Attachment. Other locations may be added over time.

University Hospital
1215 Lee Street,
Charlottesville, VA 22908

Newcomb Hall
PO Box 400701
Charlottesville, VA 22904-4701

Carruthers Hall
1001 N. Emmet Street
Charlottesville, VA 22903

Attachment 12
Foreign Currency Wire Transfers

CURRENCY	YEARLY FX WIRE AMOUNT
JPY	836,867.04
CNY	567,491.09
ZAR	295,244.04
EUR	255,047.36
UKP	125,833.23
GBP	116,397.90
KES	85,543.44
AUD	50,086.84
MZN	46,946.95
DKK	32,841.95
YEN	26,757.57
SGD	12,398.15
HKD	12,341.52
MYR	1,908.50
BRL	1,680.70
SEK	1,232.37
AMD	1,059.35
NOK	665.85
CAD	509.72
CHF	204.30
PEN	35.04

Pro-forma volume estimates are based upon historical account activity over a 12 month period. Historical account activity may or may not be consistent with future activity levels.

Attachment 13
Interface File Formats

Positive Pay File Format (May need to change the file format for the Medical Center/add a table for incoming files (should know 7/13/2012))

Rules	Field Name	Default	Position: From	Position: To	Oracle Table	Comments
1	Account Number		1	12	BankAccount/BankAccountNumber	UVA bank a/c number Right justified (zeros filled)
2	Void Indicator		13	13		Blank for normal check '2' for voided check
3	Blanks	Blanks	14	15	-	-
4	Serial Number		16	25	PaymentNumber/CheckNumber	Check number Right justified (zeros filled)
5	Amount		26	37	PaymentAmount/Value	Right justified (zeros filled)
6	Issue Date		38	45	PaymentDate	Check date
7	Additional Data	Blanks	46	60	-	Optional

Payment Data

Field Name Description	Max Length	Data Type	Comments
Record Type	30	Text	P
Disbursing (IE, its Account ID)	25	Text	ID assigned by bank when UVA registers
Disbursing Bank ID (ABA Routing Transit #)	9	Text	InstructionGrouping/BankAccount/BranchNumber
Disbursing Bank Account #	17	Text	InstructionGrouping/BankAccount/BankAccountNumber
Collecting (i.e., its vendor's Account ID)	25	Text	Will need to add to the DATA XML.
Payment Reference Number	20	Text	
Payment Amount	Varies	Amount	OutboundPayment/PaymentAmount/Value
Vendor Number	30	Text	OutboundPayment/Payee/SupplierNumber
Vendor Name	240	Text	OutboundPayment/Payee/Name
Vendor Site	15	Text	OutboundPayment/Payee/Address/AddressName

Remittance Data

Field Name Description	Max Length	Data Type	Comments
Record Type	30	Text	R
Payment Reference Number	20	Text	
Invoice Number	4000	Text	OutboundPayment/DocumentPayable/DocumentNumber/ReferenceNumber
Invoice Date	Varies	Date	OutboundPaymentPaymentDate
Paid Invoice Amount	10	Amount	OutboundPayment/DocumentPayable/PaymentAmount/Value
Comment	4000	Text	
Voucher Number	4000	Text	DocumentPayable/DocumentNumber/SequenceValue
Purchase Order Number	4000	Text	DocumentPayable/DocumentPayableLine/PONumber

Control Total Data

Field Name Description	Max Length	Data Type	Comments
Record Type	30	Text	'C'
Total Payment Amount	Varies	Amount	calculated
Total Number of Payments	10	Text	calculated
Total Number of Remittances	10	Text	calculated

Input File (The input file is a delimited file.)

(1) Field Name	(2) Datatype	(4) Column Name	(5) Format
Vendor Name	Char	Vendor_name	
Vendor Number	Char	Vendor_number	
Vendor Site	Char	Vendor_site_code	
Direct Deposit Collector Id	Char	Direct Deposit_collector_id	
Active Date	Date	Active_date	(mm/dd/yyyy)

NACHA Direct Deposit

NACHA File Header Record

Field	Position	Required	Size	Type	Required Value	Oracle Table Name	Oracle Column Name	Comments
1	01 - 01	Y	1	N*	1	N/A	N/A	This position contains the Record Type Code. The value of '1' will be defaulted every time.
2	02 - 03	Y	2	N	01	N/A	N/A	This position contains the Priority Code. The value will be defaulted to '01' every time.
3	04 - 13	Y	10	N	b051407128	N/A	N/A	This position contains the Virginia Receiver ID. This value will be defaulted to 'b051407128', where 'b' is equal to a 'space'.
4	14 - 23	Y	10	N		N/A	N/A	This position contains a unique number that will be determined and confirmed with a bank ACH Implementation Specialist.
5	24 - 29	Y	6	N		SYSDATE	SYSDATE	This position contains the file creation date. This value will be derived by using the System Date at the time of payment.
6	30 - 33	Y	4	N		SYSTIME	SYSTIME	This position contains the file creation time on a 24 hour as HHMM.
7	34	Y	1	A*	A	N/A	N/A	This position contains a FILE ID Modifier. For multiple files, select a different alpha numeric character (DO NOT LEAVE BLANK).
8	35 - 37	Y	3	N	094	N/A	N/A	This position contains the Record Size. This value will be defaulted to '094' every time.
9	38 - 39	Y	2	N	10	N/A	N/A	This position contains the blocking factor. This value will be defaulted to '10' every time.
10	40	Y	1	N	1	N/A	N/A	This position contains the format Code. This value will be defaulted to '1' every time.
11	41 - 63	Y	23	A	XXXX BANK	N/A	N/A	This position contains the Receiver's Name. This value will be defaulted to 'XXXX BANK' every time.
12	64 - 86	Y	23	A		AP_BANKS	BANK_ACCOUNT_NAME	This position contains the Sender's Name. This value will be derived from the Bank Name being used to pay the Supplier.
13	87 - 94	N	8	A		N/A	N/A	This position if used contains Spaces.

* N – Numeric; A – Alphanumeric

NACHA Company / Batch Header Record

Field	Position	Required	Size	Type	Required Value	Oracle Table Name	Oracle Column Name	Comments
1	01 - 01	Y	1	N	5	N/A	N/A	This position contains the Record Type Code. The value of '5' will be defaulted every time.
2	02 - 04	Y	3	N	200	N/A	N/A	This position contains the Service Class Code. The value will be defaulted to '200' every time.
3	05 - 20	Y	20	A		AP_BANKS	BANK_ACCOUNT_NAME	This position contains the Sender's Name. This value will be derived from the Bank Name being used to pay the Supplier.
4	21 - 40	Y	16	A		TBD	TBD	This position contains any discretionary data for the University of Virginia use only.
5	41 - 50	Y	10	N		N/A	N/A	This position contains the University's Identification Number. This value will be set to a default once obtained by the ACH Implementation Specialist.
6	51 - 53	Y	3	A	PPD/CCD	N/A	N/A	This position contains the Standard Entry Class Code.
7	54 - 63	Y	10	A				This position contains the description of the payments being sent to the bank. For example, Payroll, Expense Reimbursements, Supplier Payments. This value can be derived by using the Supplier Type from the corresponding Supplier being paid. A decision will be made during the creation of the CV.060 Bank Interface document.
8	64 - 69	N	3	A				This position contains the Companies Descriptive Date. For example, 12/93.
9	70 - 75	Y	6	N		AP_CHECKS	CHECK_DATE	This position contains the effective date for the entries following. The date in which the payments should be posted on. The format of the date needs to follow the YYMMDD format. NOTE: This format does not appear to be in compliance with Y2K.
10	76 - 78	Y	3	A		N/A	N/A	This position if used contains Spaces.
11	79	Y	1	N	1	N/A	N/A	This position contains the Originator's Status Code. This value will be defaulted to '1' every time.
12	80 - 87	Y	8	N	05140712	N/A	N/A	This position contains the Virginia Receiver ID. This value will be defaulted to '05140712'.
13	88 - 94	Y	7	N		Derived	Derived	This position contains the Unique Batch Number. This value must be sequential and supplied for each batch.

NACHA Entry Detail Record

Field	Position	Required	Size	Type	Required Value	Oracle Table Name	Oracle Column Name	Comments
1	01 - 01	Y	1	N	6	N/A	N/A	Record Type Code. '6'
2	02 - 03	Y	2	N	22 23 27 28 32 33 37 38	Derived by the type of Bank Account	Derived by the type of Bank Account	Transaction Code. 22 - Automated Checking Deposit (CR) 23 - Prenote Checking Deposit (CR) 27 - Automated Checking Charge (DR) 28 - Prenote Checking Charge (DR) 32 - Automated Savings Deposit (CR) 33 - Prenote Savings Deposit (CR) 37 - Automated Savings Charge (DR) 38 - Prenote Savings Charge (DR)
3	04 - 11	Y	8	N		AP_BANKS	ROUTING_NUMBER	This position contains the Employee/Customer Bank Transit Number - ultimate destination. This value will be defaulted from the routing number assigned to the specific Supplier/Student/Employee Bank.
4	12	Y	1	N		N/A	N/A	Bank Transit Number Check Digit. (*)
5	13 - 29	Y	17	A		AP_BANKS	ACCOUNT_NUMBER	This position contains the Employee/Customer Bank Account Number - ultimate destination. This value will be defaulted from the account number assigned to the specific Supplier/Student/Employee Bank. The format must be left justified with trailing blanks.
6	30 - 39	Y	10	N		AP_CHECKS	CHECK_AMOUNT	Amount of the entry. This value will be derived from the total amount of the invoices less any discounts taken. Format must be \$\$\$\$\$\$CC right justified with leading zeros.
7	40 - 54	N	15	A		PO_VENDORS	SEGMENT1	Employee/Customer Number.
8	55 - 76	Y	22	A		PO_VENDORS	VENDOR_NAME	Employee/Customer Name.
9	77 - 78	N	2	A		N/A	N/A	discretionary data used by University of Virginia only.
10	79	Y	1	N	0	N/A	N/A	Addenda Record indicator indicating the number of Addenda records following this detail record. Normal value will be defaulted to '0'. DO NOT LEAVE BLANK.
11	80 - 94	Y	15	N	051407128	AP_CHECKS	CHECK_NUM	Aa concatenation of the required value and the Oracle generated check number. The check number will be considered the trace number and is sequential beginning with the first detail entry record within the batch and continuing in ascending sequence throughout the batch.

NACHA Company / Batch Control Record

Field	Position	Required	Size	Type	Required Value	Oracle Table Name	Oracle Column Name	Comments
1	01 - 01	Y	1	N	8	N/A	N/A	This position contains the Record Type Code. The value of '8' will be defaulted every time.
2	02 - 04	Y	3	N	200	N/A	N/A	This position contains the Service Class Code. The value will be defaulted to '200' every time.
3	05 - 10	Y	6	N		N/A	N/A	This position contains the record count of all type 6 & 7 records in the transmission.
4	11 - 20	Y	10	N		N/A	N/A	This position contains the Entry Hash. This value will be derived by summing the 8 - digit routing numbers of all receiving depository institutions. The overflow out of the high order (leftmost) position is ignored.
5	21 - 32	Y	12	N		N/A	N/A	This position contains the total debits (charges) dollar amount. This value must be in the format of \$\$\$\$\$\$\$\$CC.
6	33 - 44	Y	12	N		N/A	N/A	This position contains the total credits (deposits) dollar amount. This value must be in the format of \$\$\$\$\$\$\$\$CC.
7	45 - 54	Y	10	N		N/A	N/A	This position contains the University's Identification Number. This value will be set to a default once obtained by the ACH Implementation Specialist.
8	55 - 73	Y	19	A		N/A	N/A	This position contains Spaces
9	74 - 79	N	6			N/A	N/A	
10	80 - 87	Y	8	N	05140712	N/A	N/A	This position contains the Virginia Receiver ID. This value will be defaulted to '05140712'.
11	88 - 94	Y	7	N		Derived	Derived	This position contains the Unique Batch Number. This value must be sequential and supplied for each batch.

NACHA File Control Record

Field	Position	Required	Size	Type	Required Value	Oracle Table Name	Oracle Column Name	Comments
1	01 - 01	Y	1	N	9	N/A	N/A	This position contains the Record Type Code. The value of '9' will be defaulted every time.
2	02 - 07	Y	6	N		N/A	N/A	This position contains the Batch Count. The value will be derived by summing the number of batches in the transmission.
3	08 - 13	Y	6	N		N/A	N/A	This position contains the block count of written blocks including the ACH File Header and ACH File Control Records. This value will be derived using a block that is equal to 10 records.
4	14 - 21	Y	8	N		N/A	N/A	This position contains the record count of all type 6 & 7 records in the transmission.
5	22 - 31	Y	10	N		N/A	N/A	This position contains the Entry Hash. This value will be derived by summing the 8 - digit routing numbers of all receiving depository institutions. The overflow out of the high order (leftmost) position is ignored.
6	32 - 43	Y	12	N		N/A	N/A	This position contains the total debits (charges) dollar amount. This value must be in the format of \$\$\$\$\$\$\$\$CC.
7	44 - 55	Y	12	N	A	N/A	N/A	This position contains the total credits (deposits) dollar amount. This value must be in the format of \$\$\$\$\$\$\$\$CC.
8	56 - 94	N	39	A	094	N/A	N/A	This position contains Spaces

Attachment 14

Data and Intellectual Property Protection

1. Definitions

- a. “Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- b. “End User” means the individuals authorized by the University to access and use the Services provided by the Selected Firm under this Agreement.
- c. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- d. “Securely Destroy” means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. “Services” means any goods or services acquired by the University of Virginia from the Selected Firm.
- g. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites,

including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data will remain the exclusive property of the University, and the Selected Firm has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement.

3. Intellectual Property Rights/Disclosure

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Selected Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. The Selected Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. The Selected Firm agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from this Agreement, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights.
- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. The Selected Firm will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law. University Data will not be stored outside the United States without prior written consent from the University.
- b. The Selected Firm will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill the Selected Firm's obligations under this Agreement. The Selected Firm will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
- c. If the Selected Firm will have access to the University's Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm agrees to abide by the limitations and requirements imposed on school officials. The Selected Firm will use the Education records only for the purpose of fulfilling its duties under this Agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University

5. Data Security

- a. The Selected Firm will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Selected Firm's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, The Selected Firm warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.

- b. The Selected Firm will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

6. Employee Background Checks and Qualifications

- a. The Selected Firm will ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement including but not limited to all terms relating to data and intellectual property protection.
- b. If the Selected Firm must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm as having the potential to affect the accuracy of the University's financial statements, the Selected Firm will perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

7. Data Authenticity and Integrity

The Selected Firm will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

8. Security Breach

- a. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, the Selected Firm will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, the Selected Firm will not provide notice of the incident

directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

- b. **Liability.** In addition to any other remedies available to the University under law or equity, the Selected Firm will reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

9. **Response to Legal Orders, Demands or Requests for Data**

- a. Except as otherwise expressly prohibited by law, the Selected Firm will:
 - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Selected Firm seeking University Data;
 - consult with the University regarding its response;
 - cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - upon the University's request, provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by the Selected Firm, the University will promptly provide a copy to the Selected Firm. The Selected Firm will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

10. **Data Transfer Upon Termination or Expiration**

- a. Upon termination or expiration of this Agreement, the Selected Firm will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University will occur within a reasonable period of time, and without significant interruption in service.

The Selected Firm will ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, the Selected Firm agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm might have transferred University data. The Selected Firm agrees to provide documentation of data destruction to the University.

- b. The Selected Firm will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to the Selected Firm's facilities to remove and destroy University-owned assets and data. The Selected Firm will implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Selected Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. The Selected Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits

- a. The University reserves the right in its sole discretion to perform audits of the Selected Firm at the University's expense to ensure compliance with the terms of this Agreement. The Selected Firm will reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If the Selected Firm must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm as having the potential to affect the accuracy of the University's financial statements, the Selected Firm will at its expense conduct or have conducted at least annually a

- American Institute of CPAs Service Organization Controls (SOC) Type II audit or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm’s security policies, procedures and controls;
- vulnerability scan, performed by a scanner approved by the University, of the Selected Firm’s electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
- formal penetration test, performed by a process and qualified personnel approved by the University, of the Selected Firm’s electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

Additionally, the Selected Firm will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The University may require, at University expense, the Selected Firm to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Institutional Branding

Each party will have the right to use the other party’s Brand Features only in connection with performing the functions provided in this Agreement. Any use of a party’s Brand Features will inure to the benefit of the party holding intellectual property rights in and to those features.

13. Compliance

- a. The Selected Firm will comply with all applicable laws and industry standards in performing services under this Agreement. Any Selected Firm personnel visiting the University’s facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to the Selected Firm upon request.
- b. The Selected Firm warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or the Selected Firm, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards

(PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

14. No End User Agreements

This Agreement is the entire agreement between the University (including University employees and other End Users) and the Selected Firm. In the event that the Selected Firm enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements will be null, void and without effect, and the terms of this Agreement will apply.

15. Survival

The Selected Firm's obligations under Section 10 of this Attachment 14 will survive termination of this Agreement until all University Data has been returned or Securely Destroyed.

Attachment 15

Questions

III.I. Service Group 1: General Banking and Lockbox Services

(Only firms submitting proposals for General Banking and Lockbox Services should respond to this section)

A. On-Grounds University Branch Location

1. Confirm the firm's willingness to operate a full-service branch in Newcomb Hall and two full-service ATMs.
2. What times of operation will the full-service branch be open?
3. Is the firm willing to cash any check drawn upon its bank for members of the University community? Would a fee apply? If yes, please disclose here and in the Fees section of its proposal.
4. Is the firm willing to cash any check drawn upon another bank for members of the University community? Would a fee apply? If yes, please disclose here and in the Fees section of its proposal.
5. Please describe the package of banking services the firm is willing to offer University students.
6. Is the firm willing to offer 'free' checking accounts for the University's the University's Contracted Independent Organizations (CIOs)?

B. Depository Services

1. Confirm that the firm is either a national banking association, federal savings and loan association or federal savings bank located in Virginia or a bank, trust company or savings institution organized under Virginia law and that the firm is a Qualified Public Depository as defined by the Virginia Securities for Public Deposits Act, (Va. Code 2.2-4400 *et seq*).
2. Please provide a listing of the firm's bank branches within 10 miles of Charlottesville, Virginia.
3. Please provide a listing of the firm's nearest bank branches to the locations listed in Attachment 10, Significant Banking Locations Outside of the Charlottesville Area.
4. For deposits collected and transported by armored car, what bank location does the firm propose for the University's armored car to deposit funds for processing?

5. Can a unique deposit identification number be used on deposit tickets to identify the deposit type for reconciliation purposes? Can the firm identify deposit tickets on summary reports?
6. What is the ledger cutoff time for deposits? Does the cutoff time vary by location?
7. What type of deposit bags does the firm allow/require? Can these bank supplies be ordered through the firm? Does the firm charge a fee for these bags? If so, is the fee a pass-through charge or is it marked-up?
8. What is the limit, if any, on the number of deposit tickets that can be included in one deposit bag?
9. How are deposits credited? Are items immediately verified? If provisional credit is given, when does verification take place? If the firm corrects a deposit, how will the University be informed of this change (i.e. phone call, online notification, fax, e-mail)?
10. Can returned items be automatically redeposited? If so, how many times?
11. Does the firm offer Re-Presented Check (RCK) services?
12. Can the firm provide a detailed return item transmission to the University? Can this report identify the payer's name, depositing location, deposit date, and the type of item being returned?
13. Can the firm provide online access to electronic images (back and front) of returned items to the University? How soon after an item is returned can these images be accessed?
14. How does the firm determine and calculate availability of deposited items?
 - a. Does the firm give immediate availability for on-us items?
 - b. Does the firm calculate availability by item or formula?
 - c. Provide a copy of the availability schedules the firm proposes to use for the University. Is this the best schedule offered to any customer? If not, explain how the University may obtain the firm's best availability schedule. Describe the extra charge, if any, for obtaining the firm's best availability schedule here and in the Fees section of its proposal.
 - d. Is there a different availability schedule for items deposited through a lockbox or by remote deposit capture? If so, please provide a copy of those availability schedules.
 - e. What is the float period assigned to foreign items?

15. Remote Deposit Capture (RDC)
 - a. Describe the firm's ability to process checks by RDC.
 - b. Does the firm's RDC use Intelligent Character Recognition to identify check amounts?
 - c. When does the firm's RDC service require that deposit totals be entered -- before or after scanning the checks?
 - d. Is there a limit on the number of checks that can be contained in a single deposit?
 - e. What equipment would the firm recommend? What is the price for this equipment? Ensure this is also included in the Fees section of the firm's proposal.
 - f. Can checks be automatically endorsed with the firm's RDC service? Is the automatic endorsement an electronic image or printed on the check?
- C. Coin, Coin Rollers, and Coin Wrappers
 1. Can coin be deposited at branch locations? Should coin remain loose or be rolled?
 2. Please describe the procedures for placing change and currency order requests from a local branch.
- D. Lockbox Services
 1. Describe the firm's experience providing lockbox services to health care institutions. Describe any special services or capabilities that are relevant to the collection of medical care payments.
 2. How does the firm's lockbox processes consider the requirements imposed by HIPAA?
 3. What type(s) of lockbox solution would the firm recommend (wholesale, retail, wholetail)?
 4. What changes are necessary to the current remittance documents to process transactions in a retail lockbox environment?
 5. Describe the firm's Imaging and Data Capture and Transmission services for automated lockbox remittance processing. Describe the firm's procedures for the capture and transmissions of remittance details such as account or bill number.
 6. Where are the firm's lockbox locations? Are all locations on the same technology platform? Where will the Medical Center's lockbox items be processed?

7. What was the average monthly volume for the lockbox operation that will process the Medical Center's payments during the last twelve months (items, dollars, number of lockboxes and number of customers)?
8. What is the ledger cut-off time for lockbox deposits (include weekends and holidays)? What is the latest mail pickup to be included in the current day's deposit? Will the firm process and deposit all of the Medical Center's payments on the same ledger day as received? If not, when are these items deposited?
9. Describe the lockbox department's processing workflow. Highlight the firm's quality control checkpoints and the components that are directly controlled by the lockbox manager. Include a schematic or flow chart of the processing procedures.
10. Are images captured during the normal process or must they be captured by re-passing the documentation?
11. Does the firm have a unique five-digit code assigned exclusively for receipt of lockbox items?
12. How are checks processed for collection (ACHs / IRDs)? Can checks be converted to ACH? If so, are there any advantages for this option (i.e. lower processing costs, decreased float).
13. Can the firm's lockbox operation process credit/debit card payments? Please describe the process. Is there a difference in interchange fees if the payments are made by the firm's lockbox department or internally at the Medical Center?
14. In what standard file formats does the firm transmit information? How will this information be transmitted (website, file transfer, etc.)? What time will this information be available to upload to the Medical Center's billing system for current day activity?
15. Describe the firm's process for ensuring that all checks are imaged and that all check and document images are readable.
16. Describe the firm's procedures for processing exception items. Can clients review exception items online? Are images posted on a same-day basis? Please describe and show a sample screen image of this feature.
17. Does the firm offer any technology that can help in identifying the customer account if a payment is received without a remittance document?
18. Can you provide images of all checks and remittance documents? If so, in what formats (e.g., online, PC bank software, CD-ROM, DVD) and frequency options

are available. How soon after the images are captured are they available for online viewing? How long are online images accessible?

19. Can additional remittance data capture (invoice number) be included as part of the image index for search purposes?
20. If correspondence or other non-payment documents are included in payment envelopes, how will these documents be transmitted to the Medical Center?
21. If a payment is misapplied (i.e. a customer brings in a cancelled check, but the payment wasn't applied to their account), how can the firm help, or what resources are available to research the payment?

E. Checking Services

1. Where will the point or points for the University's proposed controlled disbursement account be located? What is its relationship to the firm's organization: main office, branch, affiliate, correspondent, service bureau, other? How are the points classified – city, Regional Check Processing Center (RCPC) or University?
2. At what time will the University be notified of controlled disbursement presentment items? Specify 1st and 2nd presentment times.
3. What is the average percentage of the final presentment available at the 1st presentment time?
4. Is automatic funding of the controlled disbursement account from a main account possible?
5. Describe the firm's ability to offer Positive Pay and Payee Positive Pay?
 - a. How would the University need to transmit check issuance information to the bank?
 - b. What is the deadline for the transmission of check issuance files to the bank?
 - c. How frequently can transmission files be uploaded to the bank for the issuance of additional checks, and/or recently voided items? Is there a limit to the number of files per day?
 - d. Does the firm offer the ability to manually enter one-time check disbursements issued during the day outside of the regular batch file? Please describe.

- e. What controls are in place to protect against lost files and duplications of transmissions? If duplicate files are sent is there a penalty or potential issue?
- f. Does the firm provide confirmation of receipt of Positive Pay file? Does this confirmation include a batch total of the Positive Pay file? Who receives these confirmations?
- g. How will the University be notified of exception items? What time will the University receive the information on rejected items? How much time will the University have to review discrepancies and advise the bank to accept or reject? Will an image of the check be available for viewing?
- h. If the University is unable to provide a “pay” or “no pay” decision before the deadline, what happens? Does the firm offer a “do not pay” default?
- i. Will stale-dated checks be reported as exception items?
- j. Is Positive Pay required for all demand deposit accounts, even on accounts with no check writing functionality? Can accounts be designated as “post no checks” to prevent potential fraud? Is there a cost to make this account designation?
- k. Is there an additional cost for Payee Positive Pay compared to ‘traditional’ Positive Pay? (Yes / No)
- l. Is Teller Positive Pay available? How long does it take for check issuance information to be available to tellers on manual checks?

F. Stop Payments

- 1. Can stop payments be placed online?
- 2. What term options are available for stop payments? Is there a difference in fees based upon stop payment requests? What is the fee for a stop payment request for the various terms?
- 3. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to be effective?
- 4. Can the system verify if a check has been paid before processing the stop payment request?
- 5. Can stop payments be automatically renewed? If so, for how long? Is there an associated fee for each renewal?

G. Electronic Payment Services

1. ACH Transactions

- a. What ACH file transmission options are available?
- b. What are the transmission deadlines for ACH files? How quickly will ACH Transfers within the firm's bank occur? How quickly will ACH Transfers to external domestic banks occur?
- c. Is there a maximum dollar amount or number of ACHs that can be transmitted at one time?
- d. How does the firm determine when pre-funding is required?
- e. What would happen to a file if we exceeded our limit?
- f. Does the firm accept both credits and debits on the same file? If so, discuss any additional requirements.
- g. Can transactions be added online for future processing dates? What is the firm's maximum retention period for future dated transactions?
- h. What controls are in place to protect against lost files and duplicate transmissions?
- i. Does the firm provide automatic file receipt confirmations? If so, who receives these confirmations?
- j. How are returned and rejected ACH transactions handled? What information does the firm provide to assist in identifying returned and rejected ACH transmissions? When is this information available?
- k. If the firm provides ACH debit blocking, what level of filtering can be applied (originator, originator and dollar amount, etc.)?
- l. Discuss the firm's procedures for handling debits to the University's accounts that were not authorized by the University. Does the firm advise the University of an unauthorized ACH debit attempt?
- m. Does the firm offer ACH Positive Pay (ability to make pay / no pay decisions on unidentified ACH transactions)?
- n. Does the firm offer Universal Payment Identification Codes (ability to mask visible account numbers to reduce the risk of unauthorized direct debits)?
- o. What are the hours of operation of the firm's ACH processing unit?

2. Wire Transfers
 - a. Describe the process of initiating wire transfers, including USD domestic wires, USD international wires, and foreign currency international wires.
 - b. For foreign currency international wires, how is the exchange rate determined and applied? What can the University do to minimize exchange rates?
 - c. During what hours is the firm's wire transfer system available? When is the customer service staff supporting the wire transfer system available?
 - d. If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set on (i.e. multiple authorizers, maximum dollar amounts, etc.)?
 - e. Does the firm offer its customers dual control release options (secondary approval levels) for electronically initiated transfers? If so, describe.
 - f. What is the firm's maximum retention period for future dated transactions? For future dated transactions, at what time are warehoused wire transfers automatically released on the transaction date? What types of wire transfers can be warehoused? What are the warehousing charges?
 - g. Describe the firm's procedure for providing payment confirmation information (e.g., reference numbers) upon acceptance and execution of the wire transfer request.
 - h. What is the cut-off time for same-day wire transfers?
 - i. Discuss the firm's policies and procedures for handling a failed wire transfer. How and when would the University be advised?

3. Intra-Bank Transfers

- a. Describe the process of initiating an intra-bank account transfer?
- b. What is the cut-off time for same-day intra-bank account transfers?

- H. Information Reporting

1. Please confirm the firm's ability to provide the Information Reporting Services described above.
2. Are there any limits on the number of University users that could have access to the firm's online website? (Approximately 30 to 50 employees have online access to the current system.)

3. Can online reporting capabilities be limited so Medical Center employees can access only Medical Center accounts and Academic Division employees can access only Academic Division accounts? Does this include system administrators? How can this be achieved?
4. What levels of authorization (i.e. accounts viewed, transaction capabilities, etc.) can be permitted or turned off for individual users?
5. What transaction types are reported in previous day reporting? What previous day reports are available? Provide samples of previous day balance and transaction reports.
6. What transaction types are reported in current day reporting? What current day reports are available? Provide samples of current day balance and transaction reports.
7. Does the firm's deposit reporting system report electronic transactions (e.g. ACH, wire) as well as paper documents?
8. What time is previous day information available?
9. How frequently is current day information updated?
10. Can electronic reports be customized? Can these templates be saved and shared with other users?
11. Can electronic reports be scheduled to be generated automatically and e-mailed to designated users?
12. How many business days of balance history are stored on the reporting system for previous day reporting? If there are differences in information available for current day and previous day reporting, how many business days of balance history are stored on the reporting system for current day reporting? Are longer retention options available? Please indicate related costs?
13. Can same-day and previous day balance and transaction information for the University's accounts at other banks be reported through the firm's electronic banking system (i.e., multi-bank reporting)?
 - a. How frequently does multi-bank information get updated on the firm's reporting platform?
 - b. What level of detail is available through multi-bank reporting?
 - c. How and when would the University be notified if the multi-bank reporting information is delayed?

- d. Explain the fee structure for receiving and housing information related to other banks.
14. Account Analysis Statements
- a. Please provide a sample analysis statement. How soon after month-end is the analysis statement available?
 - b. Can Association for Financial Professionals (“AFP”) Service Codes be included on the analysis statement?
 - c. Are account analysis statements available online? Can the account analysis data be sent electronically in Microsoft Excel?
 - d. Will the firm assess FDIC or FICO charges to the University? If so, what is the current charge for an entire year on a \$1,000,000 balance? Is this a pass-through charge? Is this charge assessed on ledger or collected balances? How is this charge computed?

I. Reconciliation Services

- 1. Does the firm offer full and partial Account Reconciliation Program (ARP) services? Please discuss options.
- 2. What report options are available for full and partial reconciliations? Provide sample reports.
- 3. Are the systems integrated for check, ACH and wire transfer reconciliation? If so, describe. If not, discuss the firm’s plans to add this feature.
- 4. Please describe how reconciliation data will be transmitted to the University?
- 5. How soon after the cut-off date are the following items ready?

	Online	By Mail
Bank Statements		
CD-ROMs	N/A	
Partial Reconciliation Information		
Full Reconciliation Information		

- 6. Describe the process of locating a cancelled check on CD-ROMs. What type of indexing capabilities are available and used to identify the CD-ROM with the desired check image?

7. Are electronic images stored on the firm's online reporting system? If so, how does the bank charge for these service (per item viewed / per item loaded)? Is there a difference in price for deposited items versus disbursement items?
8. How long are electronic images for disbursement items stored on the reporting system and available for customer access? Are longer retention options available? Is there an additional cost?
9. How long are electronic images for deposited items stored on the reporting system and available for customer access? Are longer retention options available? Is there an additional cost?
10. How does the firm's image system capture and report images for damaged checks?
11. What technology would the firm recommend the University use for archiving historical data (i.e. receive both CD-ROMs and online access, CD-ROMs only, online access only)?
12. Can historical images be sent by transmission to the University for archival purposes (i.e. a full fiscal year)? If so, please describe.

J. Interface

1. How are file transfers initiated? In what formats is the information available for retrieval?
2. Do the means to connect to the firm's systems vary by transaction type?
3. Does the firm's system provide for electronic confirmation of receipt for daily file transmissions?
4. Is there an existing interface with Oracle (used by the Academic Division) and Oracle PeopleSoft (used by the Medical Center), or would a custom interface need to be developed?
5. How is connectivity initiated?
6. What protocols (e.g., EDI, XML) are used to facilitate the interface?
7. Is there a charge for the interface?
8. Describe the process that the firm uses to verify all records have been received and processed.
9. What controls are in place to protect against lost files and duplicate transmissions? How will the University be notified of a duplicate file?

K. Bank Deposit Balances

1. Overnight Investment Vehicle
 - a. What short-term investment vehicle(s) does the firm propose to use for the overnight investment or sweep of the University's demand deposit accounts?
 - b. Does a reserve requirement apply to these proposed options?
 - c. Provide investment return history for the 36 month period from October 2008 through September 2011. Please show the yield for each month.
 - d. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
 - e. What applicable fee (if any) applies for funds swept into these investment vehicles? How is the fee calculated?
 - f. If the firm is proposing a money market mutual fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the class of shares, including ticker symbol or CUSIP.
2. Earnings Credit Rates
 - a. Does the University have the option of compensating the firm on either a fee or balance basis? Is the pricing the same for either option? If not, what is the difference?
 - b. How is firm's earnings credit rate determined, adjusted, and applied? Please include in the explanation the impact of the bank's reserve requirement, the formula for converting service charges to balance requirements.
 - c. Provide history of earnings credit rates for the 36 month period from October 2008 through September 2011. Please show the yield for each month.
 - d. What time frame does the firm use when reviewing balances for deficiency or excess (e.g. rolling 12 month average, calendar quarter, calendar year, etc.)?
3. Virginia Security for Public Deposits Act
 - a. Did the firm elect to withdraw ("opt-out) from Code of Virginia § 2.2-4403 and from the collateral pool imposing contingent liability?

- b. What is the firm's IDC Financial Publishing score? If the firm has elected to opt-out of the collateral pool, what level of collateralization on public deposits is currently required?
 - c. If the firm has elected to opt-out of the collateral pool, will the firm be willing to provide the University a copy of the written report required to be submitted to the Virginia Treasury Board by § 2.2-4411 of the Code of Virginia?
 - 4. End-of-Day Overdrafts
 - b. What are the fees and interest charges associated with overdrafts? How are these charges calculated?
 - c. Is there a fee per check or per occurrence when there is an overdraft?
 - d. Is there a daily cap on fees?
- L. New Services and Notifications
 - 1. Describe any new services or ideas that will enhance the University's utilization of banking services.
 - 2. Please provide any additional information that the firm believes to be pertinent but not specifically requested elsewhere in the RFP.
- M. Implementation / Conversion
 - 1. Provide a conversion plan for transitioning General Banking and Lockbox Services to the firm.
 - 2. Who will be responsible for coordinating the transition? If a conversion team is used, how will the University's account be transitioned to the ongoing client service team?
 - 3. Indicate the firm's plans for initial and ongoing education and training of the University employees in the use of the firm's systems.
- N. Controls
 - 1. Describe the electronic and/or manual system used to provide the proposed services along with backup and recovery capabilities.
 - 2. Who would the University contact to initiate day-to-day banking transactions if online capabilities and functionality are temporarily unavailable?
 - 3. Discuss the physical security and software safeguards that the firm has put in place to control access to funds transfer systems and client account information.

- Describe the firm's security procedures for its information reporting system, both for access and information protection (e.g., RSA tokens, secure certification, etc.)?
4. Is system administration performed by the firm or the customer? What functions does the security administrator perform? Does the online banking program require dual administration?
 5. Is an audit trail report available, showing all activity, by whom, and when, for each proposed system?
 6. Describe the firm's encryption standards for inbound and outbound file transmission.
 7. Provide details about the types of insurance and bonding carried.
 8. Include a copy of the firm's most recent reports issued in accordance with the Statement of Auditing Standards-70 (SAS70) for any processes or systems relevant to the services under Service Group 1.

III.II. Service Group 2: Payroll Processing and Imprest Accounts

(Only firms submitting proposals for General Banking and Lockbox Services should respond to this section.)

- A. ACH Transactions
 1. What ACH file transmission options are available?
 2. What are the transmission deadlines for ACH files?
 3. When does the firm recommend the University send an ACH file for employees to receive their pay by 8 a.m. on Friday morning? When are funds debited from the University's accounts?
 4. Is there a maximum dollar amount or number of ACHs that can be transmitted?
 5. How does the firm determine when pre-funding is required?
 6. What would happen to a file if we exceeded our limit?
 7. Please describe the firm's ability to offer ACH pre-notification? What is the cost for this service?
 8. What controls are in place to protect against lost files and duplicate transmissions?
 9. Does the firm provide automatic file receipt confirmations? If so, who receives these confirmations?

10. How are returned and rejected ACH transactions handled? What information does the firm provide to assist in identifying returned and rejected ACH transmissions? When is this information available?
 11. What are the hours of operation of your ACH processing unit?
- B. Payroll Cards
1. Is the firm proposing a branded card (for example, Visa, MasterCard)? If so, which card?
 2. Provide a sample image of the firm's payroll card.
- C. Employee Contact
1. Describe the marketing materials the firm provides.
 2. Describe the enrollment process including information about training materials provided to employees.
 3. Once enrolled, how will cards be distributed to employees?
 4. If cards are mailed, can cards be sent to post office boxes?
 5. Does the firm provide enrollment/change forms directly to employees? Can employees enroll/make changes automatically (using an Internet /Interactive Voice Response (IVR) system)?
 6. Describe the level of customer service provided to employees. Is there a phone number employees can call 24/7?
- D. Operational
1. Do employees get an individual account number? How will the University get the account number information?
 2. How can we pay an employee if they have lost their card and not yet received a replacement card (emergency payments)? Will balances from the lost/stolen card be automatically transferred to the new card?
 3. If a temporary card is initially issued with an embossed card sent later (i.e. after three pay cycles), does the temporary card remain active. If not, when does the temporary card get suspended?
 4. What happens when an employee terminates?
 5. What happens to inactive cards, or cards held by terminated employees, that still have a balance left?

- E. Reporting
1. Identify the kind of management reports that are available (i.e. - Negative Balance Summary, Debit Balance, Days Before Card Expiration, Account Creation, Account Activation, ACH Rejects, Lost/stolen Cards, Non-Activated and Re-Issued Accounts).
 2. Will the employee get monthly statements? In what format (paper, electronic) are the statements available?
 3. Will the employee have inquiry access to their account via interactive voice response (IVR) system and/or the Internet?
 4. Provide sample reports.
- F. Payroll Card Functionality
1. Can the employee use any ATM?
 2. Can the employee get cash-back from an Interlink merchant (or other similar vendor)?
 3. Can the employee get cash from a bank branch? If yes, how?
 4. Can the employee transfer funds from the card into another type of account (or vice-versa)?
 5. Can the employee have automatic bill payments set up?
 6. Can the firm ensure that no overdrafts will occur? If yes, how?
 7. If the firm is not able to ensure there are no overdrafts, who is liable for the overdraft if uncollectible?
- G. Does the firm offer a payroll card solution for one-time or temporary employees?
- H. Fee Structure -- Employer
1. Describe any fees that would be incurred by the University including:
 - a. Transaction fees
 - b. Administrative Costs
 - c. Software (lease purchase, installation, training, customization)
 - d. Standard Reports
 - e. On-going Technical Assistance
 - f. Related Training
 - g. Web capabilities, including real-time processing of applications

- I. Fee Structure – Employee:
 1. How many free withdrawals per pay cycle can an employee get from the firm’s ATM network?
 2. What other ATM/network can the employee use to get free withdrawals?
 3. Provide a listing of networks.
 4. Will the employee be charged any point-of-sale (POS) fees?
 5. Will the employee be charged monthly account fees?
 6. Will the employee be charged monthly statement fees?
 7. Will the employee be charged inquiry fees?
 8. List any other fees/costs.

III.III. Service Group 3: Integrated Payables

(Only firms submitting proposals for Integrated Payables should respond to this section.)

- A. Describe the implementation process for an electronic payables solution.
- B. Describe the firm’s involvement with the payment process. Discuss in detail any files that need to be prepared or transmitted to the bank.
- C. How does the firm’s electronic payables solution determine the optimal time and method (merchant card, ACH, check) to pay invoices?
- D. Please provide a timeline or flowchart of the entire payment process, including the deduction of cash from a University account and receipt of payment by the vendor.
- E. Describe how vendor payments made by ACH are initiated? Does the firm assign a vendor code or does the firm transmit ACH instructions for the University to use when preparing its ACH transmission file? Discuss the firm’s current vendor list and the methodology used to attract new vendors to be part of the solution. How will the University be notified of new vendors?
- F. Describe any unique features that should be considered.
- G. How does the firm handle the resolution of payment disputes?
- H. Please disclose all fees and charges for the electronic payables solution.
- I. Ghost Card Program
 1. What card platform(s) does the firm’s program employ (e.g., MasterCard, Visa, American Express or other)? Why? If more than one is used, which would the firm recommend for the University and why?

2. Provide an overview of software/ web based card program management system that supports the firm's card program.
3. Payments to Vendors by Ghost Card
 - a. How are credit card numbers assigned?
 - b. Describe how vendors receive payments via the University's ghost cards?
 - c. How are authorization limits determined? How long does the vendor have to initiate the process to receive payment?
 - d. If the vendor reverses a payment, does the available balance on the ghost card increase? If not, will the University need to increase the authorization amount of the ghost card to permit eligible charges to be charged?
4. Reporting
 - a. Describe the online reporting provided. What information is included in the standard report format? Provide sample reports.
 - b. Does the online reporting system provide real time information on transactions? If not, how long does it take transaction data to become available?
 - c. Describe the electronic data available on-line that can be downloaded. In what format is information available?
5. Discuss settlement terms.
 - a. What billing cycles are available?
 - b. How will the University receive billing statements?
 - c. What are the payment terms from "statement date"?
6. Rebate Schedule
 - a. Please provide a rebate schedule for card activity at various usage levels, include details.
 - b. Please describe any other factors, such as average transaction size, etc., that affect the rebate amount.
 - c. Please describe how speed of payment is calculated.
 - d. Are there any exceptions to the rebate schedule (i.e. large dollar items, etc.)? If so, specifically define what constitutes a "large dollar" item.
7. International Transactions
 - a. For international transactions, does a foreign transaction fee apply?
 - b. If yes, please provide the fee here and in the Fees section of the firm's

proposal and describe upon what transactions the fee is assessed.

- J. 1099 Reporting
 - a. What 1099 reporting does the firm offer?
 - b. Does the firm offer any 1099 reporting for transactions made by ACH?
 - c. Does the firm provide Taxpayer Identification Numbers (TIN)?
- K. File Transmissions
 - 1. How are file transfers initiated? In what formats is the information available for retrieval?
 - 2. Do the means to connect to the firm's systems vary by transaction type?
 - 3. Does the firm's system provide for electronic confirmation of receipt for daily file transmissions?
 - 4. Is there an existing interface with Oracle (used by the Academic Division) and Oracle PeopleSoft (used by the Medical Center), or would a custom interface need to be developed?
 - 5. How is connectivity initiated?
 - 6. What protocols (e.g., EDI, XML) are used to facilitate the interface?
 - 7. Is there a charge for the interface?
 - 8. Describe the process that the firm uses to verify all records have been received and processed.
 - 9. What controls are in place to protect against lost files and duplicate transmissions? How will the University be notified of a duplicate file?

III.IV. Service Group 4: Merchant Card Processing

(Only firms submitting proposals for Merchant Card Processing should respond to this section.)

- A. Describe the firm's bankcard and debit card processing capabilities. List all card brands currently supported. Does the firm act as its own processor or does it use the services of a third-party processor? If a third-party processor is used, for how long has the firm had a relationship with this institution?
- B. Provide information on the daily volume processed by the processor for all clients.
- C. What authorization methods does the firm support and which does the firm recommend? List and describe alternatives.
- D. Payment Gateway

- a. Does the firm's bank/processor offer a secure internet gateway that can integrate the payment function with the Medical Center's current website?
- b. What payment features can be added to the gateway (i.e. credit cards, debit cards, non-branded debit cards, ACH)?
- c. How is payment and remittance data transmitted to the Medical Center?
- E. Is the firm, including all subcontractors and third-party processors, in compliance with all applicable Payment Card Industry Data Security Standard (PCI DSS) requirements? Has the firm been certified by a third-party assessor?
- F. Will the firm assess a charge for PCI compliance? Is this charge based on terminals, merchant id, or other method? What is the amount of the charge?
- G. How is the applicable interchange fee determined for each transaction? By how much does the firm's fee exceed Visa/MasterCard's stated interchange assessment?
- H. What process does the firm use to ensure that the transactions qualify for the lowest interchange category? Does the firm provide an annual review of account activity to help identify opportunities to improve qualification rates?
- I. Describe the firm's debit card processing capabilities. Which networks can the firm use to support both pin-based and signature based transactions?
- J. Can the firm process online/PIN less debit transactions?
- K. Does the firm provide address verification service? Does the firm support card verification value 2?
- L. Does the firm's processing system identify and eliminate duplicate transactions?
- M. What are the procedures to reverse an incorrect authorization?
- N. If payments are processed at 11:00 p.m. local time, when will funds be available to the University if settlement is made to (i) the firm or (ii) to another financial institution? How late can transactions be processed to receive this same availability?
- O. Are settlement amounts listed separately on the bank statement or will they appear as one lump sum? Will the firm break out settlement amounts by merchant location.
- P. When will interchange fees be deducted from the account, at the end of each day or at the end of the month? (The Medical Center would prefer end of the month)
- Q. Will the firm provide a designated contact person or a department to help the University manage chargebacks? What percent of chargebacks are handled without merchant involvement? What information can the firm provide to help research and resolve chargebacks?

- R. Describe the firm’s on-line capabilities to review merchant card transactions. Is transaction information available by terminal or merchant identification number?
- S. Describe the daily and/or monthly reconciliation reports available. Can reports be customized? Can reports be downloaded into Excel?
- T. How many University employees will the firm permit to access this on-line reporting system with a unique log on identification? Is there a charge for additional users?
- U. Provide sample reports of merchant card activity.
- V. Does the firm provide fraud management training or awareness programs?
- W. Is the firm’s processing software custom payment service compliant?
- X. What differentiates the firm’s service from that of other providers?

III.V. Service Group 5: Onsite Placement of ATMs

(Only firms submitting proposals for Onsite Placement of ATMs should respond to this section.)

- A. Which location or locations is the firm interested in setting up and operating an ATM at no cost to the University?
- B. What is required by the University to permit the setup of these ATM locations?
- C. What surcharge would the firm impose for ATM transactions? Would this surcharge be assessed on all transactions? If not, what users would be exempt from the surcharge?
- D. Is the firm willing to enter into a revenue sharing agreement or monthly lease arrangement with the University? If so, how would that work?

III.VI. Service Group 6: Line of Credit

(Only firms submitting proposals for a Line of Credit should respond to this section.)

- A. How much of a credit facility is the firm willing to commit?
- B. Does the firm have any internal policies on exposure limits? Is the firm capable of providing the full \$250 million line of credit to the University?
- C. Indicate the index and spread to which the firm will tie the firm’s interest rate for:

Facility	Index & Spread
1 year term line of credit (variable rate)	
2 year term line of credit (variable rate)	
3 year term line of credit (variable rate)	

- D. Please indicate any additional costs required to be paid by the University?
- E. What are the procedures for redemption?
- F. Who will be the contact with the University for the line of credit? Please provide name and contact information.
- G. Please describe any other requirements made by the lender.
- H. Please confirm that there are no prepayment penalties.

Firm Information, Personnel, References

(All Service Groups)

- A. Name the individuals who will work with the University on a day-to-day basis. Please name the individual / Project Manager responsible for each proposed Service Group.
Information should include:
 - 1. Biographical information
 - 2. Experience working with other colleges and universities and health-care entities
 - 3. Proposed role with regard to the University's account
 - 4. Number of years of experience in this field
 - 5. Number of years with the firm
- B. In addition to the Project Manager, how will a customer service department be assigned to handle day-to-day transactions for the University?
 - 1. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.
 - 2. Is local customer service support available at the firm's local bank branches?
 - 3. What are the hours of operation of each customer service unit involved in supporting the proposed services?
 - 4. If an error is discovered by the University, how would the firm propose to resolve it (i.e. who should the University contact first, etc.)?
- C. Will the firm provide dedicated IT liaison(s) to work on set-up, file transfer, testing and troubleshooting / issue resolution. During what hours is technical support available (specify time zones)?
- D. Provide at least five references (college or university references, if possible), including client name, contact person, address, phone number, e-mail address, services provided, and the length of time the firm has worked for the reference.

1. If the firm is proposing for more than one Service Group, please include a minimum of two references for each Service Group.
2. Please include one reference for a client that implemented the firm services in the past 12 months.
3. How many institutional clients has the proposed Project Manager gained or lost over the last three years?

Security Controls

(All Service Groups)

- A. Provide details of the firm's information security program by including within the proposal a completed Standardized Information Gathering Questionnaire (Version 7.0 or later) promulgated by the Shared Assessments partnership and available at www.sharedassessments.org. While the University prefers that the firm provide answers to all questions in the "Full Set" form of the above questionnaire, the firm may alternately provide answers to Shared Assessments' "Lite" version.

Attachment 16

HIPAA Business Associate Addendum

This Business Associate Addendum (“Addendum”), effective **Month** _____, 2012, (“Effective Date”), is entered into by The Selected Firm (the “Business Associate”) and The Rector and Visitors of the University of Virginia, (the “Covered Entity”) (each a “Party” and collectively the “Parties”).

The Parties have entered to an agreement dated **Month** _____, 2012 (the "Agreement") under which the Covered Entity discloses Protected Health Information (individually identifiable health information of patients, as defined in 45 C.F.R. § 160.103) to the Business Associate for purposes for the obligations described below, or the Business Associate creates, receives, uses or discloses Protected Health Information in its performance of the obligations described below. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) and the Security Standards for the Protection of Electronic Protected Health Information (the “Security Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). This Addendum sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of their Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 1.1 Services. Pursuant to the Agreement, the Business Associate provides services or goods for the Covered Entity that involves the use and disclosure of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Agreement, provided that such use or disclosure of protected health information would not violate the Privacy Regulation if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity. All other uses not authorized by this Addendum are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Addendum only, (i) to its employees, subcontractors and agents, in accordance with Section 2.1(f), (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Addendum including, but not limited to, Section 1.2(b) below.
- 1.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:
 - a. use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.
 - b. disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, if (i) the disclosures are required by law; or (ii) the Business Associate has received from the third party reasonable assurances regarding

its confidential handling of such Protected Health Information as required under 45 C.F.R. § 164.504(e)(4).

1.3 Additional Activities of Business Associate The Business Associate also may:

- a. at the request of the Covered Entity, aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that the Business Associate has in its possession through its capacity as a business associate to said other covered entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit authorization of the Covered Entity.
- b. at the request of the Covered Entity, de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b), and further provided that the Covered Entity maintains any documentation required by 45 C.F.R. § 164.514(b) which may be in the form of a written assurance from the Business Associate. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this Addendum.

2. **RESPONSIBILITIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

2.1 Privacy Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:

- a. request from the Covered Entity, access, and disclose to its subcontractors, agents or other third parties, only the minimum amount of Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- b. use and/or disclose the Protected Health Information only as permitted or required by this Addendum and/or the Agreement or as otherwise required by law.
- c. report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Addendum of which Business Associate becomes aware within 5 days of the Business Associate's discovery of such unauthorized use and/or disclosure.
- d. establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.
- e. implement appropriate administrative, technical and physical safeguards to maintain the security of the Protected Health Information and to prevent its unauthorized use and/or disclosure.
- f. ensure that all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this Agreement agree to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Addendum.
- g. make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity, or at the covered entity's request, to the Secretary of HHS, in a time and manner designated by the

Secretary, for purposes of determining the Covered Entity's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges.

- h. upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity within 15 days for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this Addendum.
- i. within 30 days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's Protected Health Information in accordance with 45 C.F.R. § 164.528.
- j. document such disclosures of Protected Health Information and information related to such disclosures, as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 C.F.R. § 164.528.

2.2 HITECH Act and Security Responsibilities of the Business Associate. Notwithstanding any other provision in the Agreement or this Addendum, no later than February 17, 2010, unless a separate effective date is specified by law or the Agreement or this Addendum for a particular requirement (in which case the separate effective date shall be the effective date for that particular requirement), the Business Associate shall comply with the HITECH Standards. "HITECH Standards" means the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder. The parties recognize that additional regulations and guidance documents may be issued implementing and interpreting the HITECH Act during the term of the Agreement. The Business Associate agrees to comply with all applicable requirements of such additional regulations and guidance as they become effective, and agrees that to the extent such regulations or guidance require the Covered Entity to impose such requirements on the Business Associate, they are deemed imposed as and when they become effective.

The Business Associate further agrees:

- a. To implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity, and more specifically to secure all electronic Protected Health Information with technologies and methodologies, including encryption, that render such information "secured" as defined in the guidance issued in 74 FR 19006 (April 27, 2009), pursuant to the HITECH Act;
- b. To ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it, including but not limited to encryption that renders such information as "secured" as defined above; To notify the Covered Entity as soon as possible, but no later than the third day after a security breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first day on which Business Associate or an employee, officer or agent of the

Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. "Security Breach" as used herein is defined as an acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule. Notification will be made to UVA Information Security, Policy and Records Office at (434) 924-4165. It will include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach. The Business Associate will also provide any other available information at the time of notification or promptly thereafter as information becomes available. Such additional information will include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) the originals, or if not applicable, complete copies, of all documents containing exposed Protected Health Information and any related correspondence that come into the Business Associate's possession. (iv) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (v) a brief description of what the Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

- c. To cooperate with the Covered Entity as needed to further investigate and evaluate any Security Breach involving the Business Associate or of which the Business Associate has become aware
- d. In the event of impermissible use or disclosure by the Business Associate or any subcontractor of unsecured Protected Health Information that constitutes, in the reasonable judgment of the Covered Entity a breach requiring notification under applicable provisions of the HITECH Act and implementing regulations, at the discretion of the Covered Entity either the Business Associate or the Covered Entity shall notify in writing all affected individuals as required by Section 13402 of the Health Information Technology for Economic and Clinical Health (HITECH) Act. The Business Associate shall be responsible for all costs associated with such notification., including any costs of credit monitoring services that the Covered Entity determines should be offered to affected individuals, provided that Business Associate's agreement shall not be unreasonably withheld. For purposes of this paragraph, unsecured PHI means PHI which is not encrypted or destroyed. Breach means the acquisition, access, use or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule or this Addendum which compromises the security or privacy of the PHI by posing a significant risk of financial, reputational, or other harm to the individual, as reasonably determined by the Covered Entity.
- e. The Business Associate further agrees, as required by section 164.314 of the Security Regulation : to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it; and to report to the Covered Entity any Security Incident, as defined in Section 164.304 of the Security Regulation, of which it becomes aware.

3. **ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

- 3.1 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate hereby agrees to do the following:
- a. at the request of, and in the time and manner designated by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the individual to whom such Protected Health Information relates, or his or her authorized representative, in order to meet a request by such individual under 45 C.F.R. § 164.524.
 - b. at the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. § 164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the individual who is the subject of the Protected Health Information to be amended.

- 3.2 Responsibilities of the Covered Entity with Respect to the Handling of the Designated Record Set. In the event that the Parties mutually agree in writing that the Protected Health Information constitutes a Designated Record Set, the Covered Entity hereby agrees to do the following:
- a. notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to 45 C.F.R. § 164.524 and the time, manner and form in which the Business Associate will provide such access.
 - b. notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate will make and inform the Business Associate of the time, form and manner in which such amendment(s) will be made.

4. TERMS AND TERMINATION

- 4.1 Term. This Addendum will become effective on the Effective Date and will continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section. In addition, certain provisions and requirements of this Addendum will survive its expiration or other termination in accordance with Section 5.1 herein.
- 4.2 Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate the Agreement and this Addendum if the Covered Entity makes the determination that the Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with 10 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 10 days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 10 days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement and this Addendum.

If neither termination nor cure is feasible, Covered Entity will report the violation to the Secretary.

- 4.3 Automatic Termination. This Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Agreement between the Parties.
- 4.4 Effect of Termination. Upon the event of termination pursuant to this Section, the Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Said notification will include: (i) a statement that the Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. The Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Addendum to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Addendum or the Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Addendum to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Addendum, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

5. MISCELLANEOUS

- 5.1 Survival. The respective rights and obligations of the Business Associate and Covered Entity under the provisions of Sections 2.1, 2.2, 4.4, and 5.4, solely with respect to Protected Health Information that the Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such Protected Health Information, will survive termination of this Addendum indefinitely. In addition, Section 3 will survive termination of this Addendum, provided that the Covered Entity determines that the Protected Health Information being retained pursuant to Section 4.4 constitutes a Designated Record Set.
- 5.3 Amendments; Waiver. This Addendum may not be modified, nor will any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event will not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 5.4 No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 5.5 Notices. Any notices to be given will be made via fax or express courier to the address given below, except that notice of a security breach shall also be given as provided in section 2.2(b) of this Addendum.

If to the Business Associate, to:

Name
Title
The Selected Firm
Address
City, ST ZIP
Fax: XXX-XXX-XXXX

If to Covered Entity, to:

Privacy Officer
1052 McKim Hall, 1st Floor
University of Virginia
P.O. Box 800594
Fax: 434-243-9524

with a copy (which will not constitute notice) to:

Office of the General Counsel
University of Virginia
P.O. Box 400225
Fax: 434-982-3070

5.6 Interpretation. Any ambiguity in this Addendum and the Agreement will be resolved to permit Covered Entity to comply with the Privacy Rule.

5.7 Counterparts; Facsimiles. This Addendum may be executed in any number of counterparts, each of which will be deemed an original. Facsimile copies hereof will be deemed to be originals.

6. DEFINITIONS.

Terms used, but not otherwise defined, in this Addendum will have the same meaning as those terms in 45 C.F.R. Parts 160, 162, and 164.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the Effective Date stated above herein.

The Rector and Visitors of the

University of Virginia

BUSINESS ASSOCIATE

By: _____

By: _____

Print Name: Eric N. Denby

Print Name: _____

Print Title: Director of Procurement and
Supplier Diversity Services

Print Title: _____

Date: _____

Date: _____