



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** February 25, 2016




**RE:** *Approval of Banking Services between the Southern Nevada Health District and Wells Fargo Bank, N.A.*

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**PETITION #02-16**

**That the Southern Nevada District Board of Health** *approves the Southern Nevada Health District banking services with Wells Fargo Bank, N.A.*

**PETITIONERS:**

**Sharon McCoy-Huber**, *Financial Services Manager*   
**Andrew J. Glass, FACHE, MS**, *Director of Administration*   
**Joseph P. Iser, MD, DrPH, MSc**, *Chief Health Officer* 

**DISCUSSION:**

The Southern Nevada Health District currently uses the Clark County banking contract for all its banking requirements. After meeting with Laura Fitzpatrick, Clark County Treasurer, and staff, she concurred that if the Health District worked directly with a bank the Health District would enhance the flexibility of managing its funds by investing in monies with a higher rate of return, daily deposits by using remote capture, managing the direct banking costs, and the use of purchasing cards.

The Health District competed the banking requirements and received two proposals. Wells Fargo Bank, N.A. was selected as the banking firm with a three year term with two one-year option periods.

**FUNDING:**

With the new service, the Health District could increase interest earnings, lower monthly banking fees, have direct management of banking requests, deposit funds daily through remote capture and allow for a purchasing card (P-Card) system.

2. Deputies shall receive such compensation as is fixed by the board of county commissioners.
3. Not later than the 5th day of each month, deputy health officers shall file monthly reports with the county health officer. The reports shall be compiled by the county health officer and forwarded to the Division not later than the 10th day of each month.  
[Part 6:199:1911; A 1913, 126; 1919, 221; 1919 RL § 2957; NCL § 5240]—(NRS A 1963, 941)

**NRS 439.340 County board of health: Supervision by Division; reports.** The county board of health shall be subject to the supervision of the Division, and shall make such reports to the Division as the State Board of Health may require.  
[Part 28:199:1911; added 1919, 221; 1919 RL p. 2891; NCL § 5262]—(NRS A 1963, 941; [2013. 3039](#))

**NRS 439.350 County board of health: Duties.** The county board of health shall:

1. Oversee all sanitary conditions of the county in which the board is created.
2. Adopt such regulations as may be necessary for the prevention, suppression and control of any contagious or infectious disease dangerous to the public health, which regulations take effect immediately upon approval by the State Board of Health.
3. File a copy of all of its adopted regulations with the county clerk.  
[Part 28:199:1911; added 1919, 221; 1919 RL p. 2891; NCL § 5262]—(NRS A [1983. 1130](#))

**NRS 439.360 County board of health: Powers.** The county board of health may:

1. Abate nuisances in accordance with law.
2. Establish and maintain an isolation hospital or quarantine station when necessary for the isolation or quarantine of a person or a group of persons.
3. Restrain, quarantine and disinfect any person or group of persons sick with or exposed to any contagious or infectious disease that is dangerous to the public health.
4. Appoint quarantine officers when necessary to enforce a quarantine, shall provide whatever medicines, disinfectants and provisions which may be required, and shall arrange for the payment of all debts or charges so incurred from any funds available, but each patient shall, if the patient is able, pay for his or her food, medicine, clothes and medical attendance.
5. Subject to the prior review and approval of the board of county commissioners and except as otherwise provided in [NRS 576.128](#), adopt a schedule of reasonable fees to be collected for issuing or renewing any health permit or license required to be obtained from the board pursuant to a law of this state or an ordinance adopted by any political subdivision of this state. Such fees must be for the sole purpose of defraying the costs and expenses of the procedures for issuing licenses and permits, and investigations related thereto, and not for the purposes of general revenue.  
[Part 28:199:1911; added 1919, 221; 1919 RL p. 2891; NCL § 5262]—(NRS A 1973, 1137; [1997. 1616, 3173](#); [1999. 649](#); [2003. 2195](#))

**District Board of Health and District Health Officer in Counties Whose Population is 700,000 or More**

**NRS 439.361 Applicability.** The provisions of [NRS 439.361](#) to [439.368](#), inclusive, apply to a county whose population is 700,000 or more.  
(Added to NRS by [2005. 2464](#); A [2011. 1255](#))

**NRS 439.362 Health district: Creation; composition; appointment and terms of members; duty to maintain records; county, city and town boards of health abolished.**

1. A health district with a health department consisting of a district health officer and a district board of health is hereby created.
2. The district board of health consists of:
  - (a) Representatives selected by the following entities from among their elected members:
    - (1) Two representatives of the board of county commissioners;
    - (2) Two representatives of the governing body of the largest incorporated city in the county; and
    - (3) One representative of the governing body of each other city in the county; and
  - (b) The following representatives, selected by the elected representatives of the district board of health selected pursuant to paragraph (a), who shall represent the health district at large and who must be selected based on their qualifications without regard to the location within the health district of their residence or their place of employment:
    - (1) Two representatives who are physicians licensed to practice medicine in this State, one of whom is selected on the basis of his or her education, training, experience or demonstrated abilities in the provision of health care services to members of minority groups and other medically underserved populations;
    - (2) One representative who is a nurse licensed to practice nursing in this State;
    - (3) One representative who has a background or expertise in environmental health or environmental health services;
    - (4) One representative of a nongaming business or from an industry that is subject to regulation by the health district; and
    - (5) One representative of the association of gaming establishments whose membership in the county collectively paid the most gross revenue fees to the State pursuant to [NRS 463.370](#) in the preceding year, who must be selected from a list of nominees submitted by the association. If no such association exists, the representative selected pursuant to this subparagraph must represent the gaming industry.
3. Members of the district board of health serve terms of 2 years. Vacancies must be filled in the same manner as the original selection for the remainder of the unexpired term. Members serve without additional compensation for their services, but are entitled to reimbursement for necessary expenses for attending meetings or otherwise engaging in the business of the board.
4. The district board of health shall meet in July of each year to organize and elect one of its members as chair of the board.
5. The county treasurer is the treasurer of the district board of health. The treasurer shall:
  - (a) Keep permanent accounts of all money received by, disbursed for and on behalf of the district board of health; and
  - (b) Administer the health district fund created by the board of county commissioners pursuant to [NRS 439.363](#).
6. The district board of health shall maintain records of all of its proceedings and minutes of all meetings, which must be open to inspection.
7. No county, city or town board of health may be created in the county. Any county, city or town board of health in existence when the district board of health is created must be abolished.  
(Added to NRS by [2005. 2464](#); A [2011. 2505](#))

**NRS 439.363 Health district fund: Creation.**

1. The board of county commissioners shall create a health district fund in the county treasury.
2. The money in the fund may only be used to provide funding for the health district.

## AGREEMENT FOR BANKING SERVICES

THIS Agreement for Banking Services (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Southern Nevada Health District, a political subdivision of the State of Nevada (“Health District”), and Wells Fargo Bank, N.A., a bank organized under the laws of the United States of America, with its principal Nevada office in Las Vegas, Nevada (“Wells Fargo”)(may be individually referred to as “Party,” and collectively, as “Parties”).

WHEREAS, Wells Fargo is engaged in the provision of professional banking services throughout the State of Nevada; and desires to provide banking services to Health District;

WHEREAS, the Health District requires the services of a bank with a wide variety of banking services to facilitate its operations, and the Health District finds that the retention of a professional, high quality experienced bank serves the public interest; and

WHEREAS, the Health District desires to maintain a banking relationship with Wells Fargo.

NOW, THEREFORE, in consideration of the mutual covenants and promises by and between the parties as hereinafter set forth, it is agreed as follows:

1. Wells Fargo shall provide services as a depository of funds for the Health District in accordance with all State, Federal and local requirements applicable to the provision of banking services to a public entity, including the requirement to collateralize deposits.
2. Wells Fargo shall furnish banking services to the Health District, including but not limited to:
  - a. Checking Accounts
  - b. ACH reporting
  - c. ACH Debit Services
  - d. On-line balance reporting
  - e. Credit/Debit Card Services
  - f. On-line Image Retrieval
  - g. Direct Deposit for Payroll
  - h. On-line Stop-pays
  - i. Purchasing Cards
  - j. On-line Wire Transfers
  - k. Positive Pay on Checking
  - l. Trust & Escrow Agent Services
  - m. Interim Financing & Overdraft Protection
  - n. Data Equipment Compatibility
3. The following documents, SNHD-9-RFP-15-008, Banking and Related Services dated July 15, 2015, Contractor’s Technical Proposal and Pricing Proposal, both dated August 11, 2015,

and Secure Email from Wells Fargo with pricing revisions dated October 9, 2015, are incorporated herein and considered a part of this Agreement.

4. Additional banking services may be added during the term of this Agreement if the Health District determines a need for such additional services. These services will be provided at negotiated prices as approved by both parties to this Agreement.
5. An annual review of current unit prices on all services being provided will be conducted by Wells Fargo with Health District Financial Services Manager.
6. The term of this Agreement will be from the date of the award through June 30, 2018, with two one year options to renew.
7. Any termination of this Agreement by either Party will only be effective ninety (90) days after the terminating party gives written notice to the other Party. The notice required or permitted hereunder shall be deemed effectively given by one of the following means: (i) upon personal delivery to the Party to be notified; (ii) when sent by confirmed electronic facsimile if sent during the normal business hours of the recipient, or if not, then on the next business day; and (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices shall be sent to the Party to be notified at the address set forth below:

**If to Health District:**

Southern Nevada Health District  
Finance Department  
280 South Decatur Blvd.  
Las Vegas, NV 89107  
Telephone: 702 759 1686

**If to Wells Fargo:**

Wells Fargo Bank, N.A.  
Government Services  
6325 South Rainbow Blvd., Suite 210  
Las Vegas, NV 89118  
Telephone: 702 247 5600

8. Pursuant to NRS 239.010, information or documents, including this Agreement, may be opened to by Health District to public inspection and copying. The Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
9. The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall insure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
10. Notwithstanding any provision to the contrary in any of Wells Fargo's ancillary agreements covering the banking services discussed in sections 2 and 3 above, this entire Agreement between the parties shall be governed by and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding relating to or arising out of this Agreement; provided, however, that the underlying banking services may, where applicable, be governed by federal law, rules or regulations. In any

legal proceeding arising out of or related to this Agreement, the prevailing Party shall be entitled to seek reasonable attorney's fees and out-of-pocket costs, or any other relief.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

**SOUTHERN NEVADA HEALTH DISTRICT**

**WELLS FARGO BANK, N.A.**

By: \_\_\_\_\_  
Andrew J. Glass, FACHE, MS  
Director of Administration

By: \_\_\_\_\_  
Patrick Foley  
Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Added to NRS by [2005, 2465](#))

**NRS 439.364 District board of health: Meetings; quorum; duties.**

1. The district board of health may meet at such times and in such locations as the board determines by resolution.
2. Special meetings may be held upon notice to each member of the district board of health as often as and in such places within the county as the needs of the board require.
3. A majority of the members of the district board of health constitutes a quorum.
4. The district board of health shall adopt written policies and procedures for administering the board and maintaining its programs, projects and activities.

(Added to NRS by [2005, 2465](#))

**NRS 439.365 District board of health: Budget; adoption by board of county commissioners; annual allocation.**

1. The district board of health shall prepare an annual operating budget for the health district. The district board of health shall submit the budget to the board of county commissioners before April 1 for funding for the following fiscal year. The budget must be adopted by the board of county commissioners as part of the annual county budget.
2. The board of county commissioners shall annually allocate for the support of the health district an amount that does not exceed an amount calculated by multiplying the assessed valuation of all taxable property in the county by the rate of 3.5 cents on each \$100 of assessed valuation. The amount allocated pursuant to this subsection must be transferred from the county general fund to the health district fund created by the board of county commissioners pursuant to [NRS 439.363](#).

(Added to NRS by [2005, 2465](#))

**NRS 439.366 Powers and jurisdiction of district board of health and district health department; regulations of district board of health.**

1. The district board of health has the powers, duties and authority of a county board of health in the health district.
2. The district health department has jurisdiction over all public health matters in the health district.
3. In addition to any other powers, duties and authority conferred on a district board of health by this section, the district board of health may by affirmative vote of a majority of all the members of the board adopt regulations consistent with law, which must take effect immediately on their approval by the State Board of Health, to:
  - (a) Prevent and control nuisances;
  - (b) Regulate sanitation and sanitary practices in the interests of the public health;
  - (c) Provide for the sanitary protection of water and food supplies;
  - (d) Protect and promote the public health generally in the geographical area subject to the jurisdiction of the health district; and
  - (e) Improve the quality of health care services for members of minority groups and medically underserved populations.
4. Before the adoption, amendment or repeal of a regulation, the district board of health must give at least 30 days' notice of its intended action. The notice must:
  - (a) Include a statement of either the terms or substance of the proposal or a description of the subjects and issues involved, and of the time when, the place where and the manner in which interested persons may present their views thereon;
  - (b) State each address at which the text of the proposal may be inspected and copied; and
  - (c) Be mailed to all persons who have requested in writing that they be placed on a mailing list, which must be kept by the board for such purpose.
5. All interested persons must be afforded a reasonable opportunity to submit data, views or arguments, orally or in writing, on the intended action to adopt, amend or repeal the regulation. With respect to substantive regulations, the district board of health shall set a time and place for an oral public hearing, but if no one appears who will be directly affected by the proposal and requests an oral hearing, the district board of health may proceed immediately to act upon any written submissions. The district board of health shall consider fully all written and oral submissions respecting the proposal.
6. The district board of health shall file a copy of all of its adopted regulations with the county clerk.

(Added to NRS by [2005, 2466](#))

**NRS 439.367 District board of health: Powers.**

1. The district board of health may:
  - (a) Receive and disburse federal money;
  - (b) Submit project applications and programs of projects to federal agencies; and
  - (c) Enter into formal agreements with federal agencies concerning projects and programs.
2. The district board of health may accept and disburse contributions from private sources, the State, the county, and the cities and towns within the jurisdiction of the board to match federal money for any project or program. All such contributions must be deposited with the county treasurer to the credit of the health district fund created by the board of county commissioners pursuant to [NRS 439.363](#).

(Added to NRS by [2005, 2466](#))

**NRS 439.368 Appointment, qualifications, powers and compensation of district health officer; clinical program requiring medical assessment must be supervised by physician.**

1. The district board of health shall appoint a district health officer for the health district who shall have full authority as a county health officer in the health district.
2. The district health officer must:
  - (a) Be licensed to practice medicine or osteopathic medicine in this State or be eligible for such a license and obtain such a license within 12 months after being appointed as district health officer;
  - (b) Have at least 5 years of management experience in a local, state or national public health department, program, organization or agency; and
  - (c) Have:
    - (1) At least a master's degree in public health, health care administration, public administration, business administration or a related field;
    - (2) Work experience which is deemed to be equivalent to a degree described in subparagraph (1), which may include, without limitation, relevant work experience with a national organization which conducts research on issues concerning public health; or
    - (3) Obtained certification from or be eligible to be certified by the American Board of Preventive Medicine, the American Osteopathic Board of Preventive Medicine, a successor organization or, if there is no successor organization, by a similar organization

- (1) Board of county commissioners of a county whose population is less than 100,000;
  - (2) Board of trustees of a county school district in a county whose population is less than 100,000; or
  - (3) Governing body of an incorporated city whose population is less than 150,000,
- ↪ unless the purchase is effected by the State Treasurer pursuant to his or her investment of a pool of money from local governments or by an investment adviser who is registered with the Securities and Exchange Commission and approved by the State Board of Finance.
- (b) Authorize the investment of money administered pursuant to a contract, debenture agreement or grant in a manner not authorized by the terms of the contract, agreement or grant.
- (Added to NRS by [2001, 597](#); A [2011, 1219](#))

**NRS 355.172 Possession of securities purchased by or for local government; security interest in lieu of possession.**

1. Except as otherwise provided in [NRS 355.178](#), any securities purchased as an investment of money by or on behalf of a local government, as defined in [NRS 354.474](#), must remain in the possession of the county treasurer, the appropriate officer of that local government or a qualified bank or trust, throughout the period of the investment, except that any securities subject to repurchase by the seller may be evidenced by a fully perfected, first-priority security interest, as provided in subsection 3.
  2. The county treasurer or the appropriate officer of a local government may physically possess those securities, which must be registered in the name of the local government, or may make an agreement, in writing, with any qualified bank or trust to hold those securities for, and in the name of, that local government. If such an agreement is made, the bank or trust shall furnish the county treasurer or the appropriate officer of the local government with a written statement acknowledging that it is so holding the securities.
  3. If the securities purchased are subject to an arrangement for the repurchase of those securities by the seller thereof, the county treasurer, the appropriate officer of the local government or a qualified bank or trust may, in lieu of the requirement of possession, obtain the sole, fully perfected, first-priority security interest in those securities. If the bank or trust obtains such a security interest, it shall furnish the county treasurer or the appropriate officer of the local government with a written statement acknowledging that fact. Any securities so purchased must, at the time of purchase by or for a local government, have a fair market value equal to or greater than the repurchase price of the securities.
  4. For the purposes of this section, a bank or trust is qualified to hold securities for a local government if the bank or trust is rated by a nationally recognized rating service as "AA-" or its equivalent, or better.
- (Added to NRS by [1985, 2109](#); A [1987, 1306](#); [1999, 927](#); [2005, 1346](#))

**NRS 355.175 Authority for investments; priority in case of conflicting orders concerning same money; disposition of interest.**

1. The governing body of any local government or agency, whether or not it is included in the provisions of [chapter 354](#) of NRS, may:
    - (a) Direct its treasurer or other appropriate officer to invest its money or any part thereof in any investment which is lawful for a local government pursuant to [NRS 355.170](#); or
    - (b) Allow a county treasurer to make such investments through a pool as provided in [NRS 355.168](#).
  2. In case of conflict, any order made pursuant to paragraph (a) of subsection 1 takes precedence over any other order concerning the same money or funds pursuant to subsection 5 of [NRS 355.170](#).
  3. Any interest earned from investments made pursuant to this section must be credited, at the discretion of the local governing unit, to any fund under its control, but the designation of the fund must be made at the time of investment of the principal.
- (Added to NRS by 1967, 276; A [1985, 2112](#); [1993, 213](#), [2289](#); [2003, 20th Special Session, 284](#))

**NRS 355.176 Investment of money held pursuant to deferred compensation plan.** Any money held by a local government pursuant to a deferred compensation plan may be invested in the types of investments set forth in paragraphs (a) to (f), inclusive, of subsection 1 of [NRS 355.170](#) and may additionally be invested in corporate stocks, bonds and securities, mutual funds, savings and loan accounts, credit union accounts, life insurance policies, annuities, mortgages, deeds of trust or other security interests in real or personal property.

(Added to NRS by [1979, 801](#))—(Substituted in revision for part of NRS 355.170)

**NRS 355.177 Investment in own securities or interim warrants prohibited.** No governing body of any local government or agency, as defined in [NRS 354.474](#), may invest any of its moneys, or any part thereof, in:

1. Its own securities of any kind.
2. Interim warrants from any source.

(Added to NRS by 1969, 1087)

**NRS 355.178 Loans from investment portfolios of certain counties, cities or consolidated municipalities.**

1. The governing body of a city whose population is 220,000 or more or a county whose population is 100,000 or more may lend securities from its investment portfolio if:
  - (a) The investment portfolio has a value of at least \$100,000,000;
  - (b) The treasurer of the city or county:
    - (1) Establishes a policy for investment that includes provisions which set forth the procedures to be used to lend securities pursuant to this section; and
    - (2) Submits the policy established pursuant to subparagraph (1) to the city or county manager and prepares and submits to the city or county manager a monthly report that sets forth the securities that have been lent pursuant to this section and any other information relating thereto, including, without limitation, the terms of each agreement for the lending of those securities; and
  - (c) The governing body receives collateral from the borrower in the form of cash or marketable securities that are:
    - (1) Authorized pursuant to [NRS 355.170](#), if the collateral is in the form of marketable securities; and
    - (2) At least 102 percent of the value of the securities borrowed.
2. The governing body of a city or consolidated municipality whose population is 25,000 or more but less than 220,000 may lend securities from its investment portfolio if:
  - (a) The investment portfolio has a value of at least \$50,000,000;
  - (b) The governing body is currently authorized to lend securities pursuant to subsection 5;
  - (c) The treasurer of the city or consolidated municipality:
    - (1) Establishes a policy for investment that includes provisions which set forth the procedures to be used to lend securities pursuant to this section; and
    - (2) Submits the policy established pursuant to subparagraph (1) to the manager of the city, consolidated municipality or other local government and prepares and submits to the manager of the city, consolidated municipality or other local government a monthly report that

**Annette Bradley**

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**From:** Sharon McCoy-Huber  
**Sent:** Monday, January 11, 2016 8:21 AM  
**To:** Annette Bradley  
**Cc:** Andy Glass; Loni Yolande Benard; Jacqueline Wells  
**Subject:** FW: SNHD monies: Banking, Investing, and Accounting  
**Attachments:** NRS 439 ADMINISTRATION OF PUBLIC HEALTH.pdf; NRS 355 PUBLIC INVESTMENTS.pdf

**Importance:** High

Here it is, we are free to move forward with the banking contract

Loni will be bringing the contract back over

And I will get the petition to Jakki  
Thanks  
Sharon

**Sharon L. McCoy-Huber**  
Financial Services Manager  
Southern Nevada Health District  
702-759-1686

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**From:** Laura Fitzpatrick [<mailto:lbf@ClarkCountyNV.gov>]  
**Sent:** Friday, January 08, 2016 6:43 PM  
**To:** Sharon McCoy-Huber  
**Cc:** Mary-Anne Miller; Shannon Wittenberger; Rebecca Coates; Drew Solomon; Cecilia Campbell; Adrienne Patterson; Loni Yolande Benard  
**Subject:** SNHD monies: Banking, Investing, and Accounting  
**Importance:** High

Sharon—

My apologies for not getting back to you sooner. I wanted to do some additional research, and then needed to meet with DA counsel.

We met today and reviewed the attached sections of NRS applicable to the Health District's monies and investments. The DA advised me that the statutes provide that:

\*the Health District's money must be deposited into the county treasury (and credited to the Health District fund created by board of county commissioners)

\*the county treasurer does not have the authority to delegate investment authority.

We did discuss the District's desire to separately contract for banking services. The DA stated that the District could do so, but that the monies deposited into a separate bank account would have to be transferred into the county treasury—i.e. into the County's main bank account.

Please feel free to call me on Monday.

Laura



Exhibit A to Petition #02-16, Page 2  
Clark County Approval

Laura Fitzpatrick  
Clark County Treasurer  
702-455-5531



**REQUEST FOR PROPOSALS FOR  
BANKING AND RELATED SERVICES  
SNHD-9-RFP-15-008**

**July 15, 2015  
330 S. Valley View Blvd  
Las Vegas, NV 89107**

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## SECTION I – INTRODUCTION

**A. Purpose:** The Southern Nevada Health District (“Health District”) is seeking proposals for its primary banking and related services, including depository and controlled disbursement services, lockbox services, and purchase card services. The Health District’s requirements are outlined in the following Request for Proposal (“RFP”).

**B. Entity Information:**

The mission of the Health District is, “to protect and promote the health, the environment and the well-being of Clark Health District residents and visitors.” The Health District is one of the largest local public health organizations in the United States.

The Health District was created in 1962, following statutory authorization from the Nevada State Legislature to combine the Clark County health department and the health departments of several surrounding cities. The Health District serves over 2 million residents and 40 million visitors to the Las Vegas valley each year.

The Health District currently has locations in the following areas (all have hours of operation between 8:00 am and 4:30 pm Monday through Friday):

Main Campus  
330 S. Valley View Blvd  
Las Vegas, Nevada

Shadow Professional Center  
400 Shadow Lane  
Las Vegas, Nevada

East Las Vegas Public Health Center  
560 N. Nellis Blvd, Suites D1 & E12  
Las Vegas, Nevada

Laughlin Public Health Center  
3650 South Pointe Circle, Bldg C, Suite 113  
Laughlin, Nevada

Henderson Public Health Center  
520 E. Lake Mead Pkwy  
Henderson, Nevada

Mesquite Public Health Center  
830 Haven Lane  
Mesquite, Nevada

Tuberculosis Clinic  
625 Shadow Lane Drive  
Las Vegas, Nevada

City of Las Vegas  
Development Services Center  
333 N. Rancho Dr., 4<sup>th</sup> Floor  
Las Vegas, Nevada

**C. Anticipated Contract Term and Conditions:**

- a. The duration of the contract awarded from this RFP will be from award through June 30, 2018, with two one-year options (July 1 - June 30) to renew.
- b. The resulting agreement will be subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this RFP and/or Agreement is withdrawn, limited, or impaired.
- c. The Health District does not guarantee to award a contract under this RFP.
- d. This RFP is not an offer, obligation, or agreement to award work to any individual, organization, or firm.

## SECTION II: SCOPE OF SERVICES

### A. Project Description:

#### a. Banking Services:

The Health District is soliciting proposals for a primary banking relationship with a financial institution which operates an office within Clark County, Nevada. The following is a listing of mandatory services the Health District requires of its financial institution:

- Checking Accounts
- ACH reporting;
- ACH Debit Services;
- On-line balance reporting;
- Credit/Debit Card Services;
- On-line Image Retrieval;
- Direct Deposit for Payroll;
- On-line Stop-pays;
- Purchasing Cards;
- On-line wire transfers;
- Positive Pay on Checking
- Trust & Escrow Agent Services; Accounts;
- Excellent customer service
- Interim Financing & overdraft protection; & response
- Data Equipment Compatibility;

The Health District anticipates that proposed banking services will be compensated either by the credit earned on average collected balances, or a fee for service basis, but is also willing to consider other options. The following is a list of optional services the Health District may require:

- Automatic Account Reconciliation
- Courier Services
- Payment of Financial System Upgrades and Fees through use of analysis
- Online banking payments collected in a batch deposit
- E-Payments
- Web Based Payment System

#### 2) Lockbox Services

The Health District is seeking a qualified service provider to provide one retail lockbox for the processing of mail-in receipts which are deposited into an individual demand deposit account with the Proposer. Health District personnel are responsible for reconciling account activity daily, initiating account transfers, and coordinating activity between the Health District and the Proposer.

The SNHD lockbox is mainly used for Environmental Health related payment transactions. For fiscal year 2014, a total amount of \$9,652,841.22 was processed through the lockbox. For fiscal year 2015, as of February 17, 2015, a total amount of \$10,368,118 was processed via the lockbox.

Additionally, clients sometimes mail Health District correspondences via the lockbox, which will be forwarded to our main office.

### **3) Purchase Card Services**

The Health District does not currently use purchasing cards, and is interested in setting up a program with the successful proposer.

## **B. Scope of Services:**

### **1) Checking Accounts:**

The Health District currently utilizes three checking accounts:

- a) The transfer account, where all deposits are made;
- b) Accounts Payable Account
- c) Payroll Account

The institution will furnish the Health District with additional checking accounts if needed. Currently, courier services deliver deposits to the institution's branch once each week for processing and credit to the Health District's account that week. NSF checks must be processed twice before being returned to the Health District. The basic checking account services should at least consist of:

- Provide month-end statements by the 5th day of the following month and provide statements to various auditors upon request;
- Provide electronic check image retrieval monthly online including necessary software;
- Provide individual and consolidated monthly account analysis for all accounts by the 15th day of the following month;
- Provide an on-line wire transfer system for transferring money to other institutions, along with appropriate security levels for wire transfer initiations and approvals;
- Provide an on-line computer balance reporting system, with information on collected, available and closing balances, as well as a detail of total debits and credits posted to the account for the previous day, by 7:00 a.m. each business day;
- Provide an on-line reporting system that shows current day ACH credits and debits, by 7:00 a.m. each business day;
- Provide deposit reporting by location via an auxiliary MICR field or other means;
- Provide Positive Pay feature with exception reporting/return of unknown items;

- Provide for on-line stop-pay look-up and notification;
  - Provide support in answering questions, trouble shooting problems and resolving issues in a prompt manner;
  - Provide means to inquire about canceled checks and stop payment on checks upon proper authorization.
- 2) **ACH Debit Services:** The Health District processes a direct debit batch 3 times per month for the payment. As noted below, the Health District also processes direct deposits of payroll biweekly. Other miscellaneous ACH transactions such as accounts payable, retirement fund transfers and federal tax payments flow through the account each month.
- 3) **Credit/Debit Card Services:** The Financial institution will provide the Health District with the ability to accept payment through the use of credit/debit cards. The Health District currently accepts MasterCard and Visa credit cards for most Health District services in person, and on-line for business licenses, permit fees and other services. This may expand for other types of collections as well. The Health District currently has seven locations that accept credit cards, with the possibility of more locations in the future. The Health District will be credited daily for the gross amount of the bank card transactions. Any sales discount fee or percentage proposed will be billed at the end of each month as part of the activity charges.
- 4) **Direct Deposit for Payroll:** Health District offers and encourages direct payroll deposit for its employees. The Health District pays its employees bi-weekly. On an average payroll, 500 employees receive direct deposit, which generates approximately 618 transactions per pay period due to many employees having multiple bank account transfers.

Currently, the Health District transmits the payroll data to the institution via internet before 8:00 p.m. two days prior to payday. Deposits must be made into the employees' account by 8:00 a.m. on payday. Any deviation from these time limits must be stated in the bid. Any bidder with less restrictive time requirements will be given favorable consideration.

The Health District from time to time may need to transmit the payroll data one day prior to the pay date. We are therefore requesting bids on both a one-day and two-day turnaround. We are interested in what the deadlines for transmission are for both situations.

- 5) **Direct Pay Cards or Bank Account's for Employees at No Cost.**
- 6) **Securities Clearance/Safekeeping:** The Health District may manage its own investment portfolio. The depository bank may act as transfer agent for some or all security transactions undertaken by the Health District and will provide safekeeping services as outlined below.



- a. All transfers made shall be executed delivery versus payment (i.e. payments shall not be made until the security is received). The Depository must have the capability of executing on behalf of the Health District: 1) Physical; 2) Depository Trust Company (DTC); and 3) Federal book entry security purchases and sales through the Federal Reserve. The Health District strongly desires that security purchase and sale instructions be transmitted to the Depository on-line and include the ability to review the status of security transactions on-line. Controls for securities clearance will be established by mutual agreement.
  - b. The purchase and sale of all securities will be in accordance with the Health District's Investment Policy. All physical delivery securities will be held by the Depository's Trust Department. All securities will be perfected in the name of the Health District. A safekeeping receipt issued to the Health District shall evidence all book entry securities owned by the Health District within two business days of settlement. A monthly report listing all Health District securities held in safekeeping will be provided to the Health District within seven business days of the end of each month.
  - c. The Health District will send written instructions to the securities clearance department for each transaction. Most of these instructions will be sent by facsimile, e-mail or on-line to assure the timeliness of the operation. The preferred method is an on-line internet based system.
  - d. The Health District expects the Depository Bank's Trust/Custody Department to give prompt notification of any settlement problems, including securities delivered where the instructions do not match or where instructions have not been given to the Depository.
  - e. The monthly Safekeeping and Security Clearance services required by the Health District include but are not limited to the following (provide fees through Attachment F):
    - Account Maintenance
    - Book entry securities held
    - Redemption of Matured Securities
    - Purchase of Securities (DTC Trades)
    - Posting of receipt of semi-annual interest income payment on securities held in safekeeping
    - Other
- 7) **Collateral Requirements:** As a security for the deposits of the Health District, the Bank shall pledge to the Health District, at no cost to the Health District, securities equal to the largest total ledger aggregate balances the Health District maintains in the bank, less the amount of coverage provided by the Federal Deposit Insurance Corporation (FDIC). The maximum levels needing to be collateralized are estimated to be \$3,000,000 for all Health District accounts. The securities pledged shall be valued at market. The securities so pledged, the amount there on and the time for pledging same shall satisfy the requirements of NRS, Chapter 350A, as amended.

- a. The bank shall provide the Health District a report of securities pledged at the end of each month or at any time requested by the Health District. This report is to reflect the following information at the end of each month:

Total pledged securities itemized by:

Name

Type/Description

Par Value

Market Value at Month End

Maturity Date

Moody's and/or Standard & Poor's Rating (if available)

- b. The securities pledged shall be held in safekeeping under the name of the bank and pledged to the Health District. Safekeeping must be done by a separate and different bank other than the depository bank or any affiliate of the depository bank. The safekeeping receipt shall clearly state the security is pledged to the Health District and a copy of the safekeeping receipt shall be filed with the Director of Finance of the Health District. Once pledged, no collateral will be withdrawn, released, or substituted without the prior written consent of the Health District's Director of Finance. The Health District will authorize the release of collateral only if it is satisfied that such collateral is not needed for Health District deposits.
- c. Per the Health District's Investment Policy, the following securities will be accepted as collateral for its Certificates of Deposit and demand accounts:
- FDIC Coverage
  - U.S. Treasury Bills, notes and bonds
  - United States Agency and instrumentalities bills and notes
  - GNMA mortgage backed fully modified pass through securities
  - Nevada state, city, county or school bonds with a remaining maturity of seven years or less and a rating of "A" or better by Moody's Fitch ICMA, and Standard and Poor's (without credit enhancement).
  - Surety Bond
- d. Collateral shall be audited annually by the Health District's independent auditor and may be audited by the Health District at anytime during normal business hours of the safekeeping bank.
- e. The Health District shall reimburse the depository bank for collateral safekeeping charges at the rate as proposed in Attachment F.
- f. Safekeeping Agreement Submittal: A copy of the safekeeping agreement and the name of the safekeeping bank to be used must be included with the proposal response. The safekeeping agreement shall clearly state that the safekeeping bank is instructed to release the collateralized securities to the Health District if the Health District has determined that the depository bank has failed to pay on any

accounts, has been closed by a regulatory authority, is in default of this agreement, or if the instructions for release have been formally requested by the Health District. The safekeeping agreement shall have signatories from the safekeeping bank, the depository bank and the Health District and must be formally adopted by the governing entities of the depository bank and the safekeeping bank. Both the depository and safekeeping banks must furnish proof of adoption by the governing entities.

- g. Collateral substitutions: Any substitution of the securities or reductions in the total amount pledged shall be made only by and with proper written authorization approved by the Health District's Director of Finance and Administration. All securities to be pledged are subject to approval by the Health District's Board of Directors.
  - h. Maximum Amount Offered: Proposal must state the maximum amount, if any, of pledged securities which the bank is willing or able to commit for total collateralized accounts throughout the contract period above the \$250,000 FDIC insurance limit (see Attachment F).
  - i. Wire Services: The third-party safekeeping bank must be a subscriber to the Federal Security Wire System.
- 8) **Trust and Escrow Agent Services:** The Health District may require trust and escrow agent services to hold letters of credit and other third party commercial documents. The institution will, in most cases, be required to take physical custody of these securities, notify the Parties of their expiration thirty days prior to termination of the agreement and accept renewal or replacement of instruments. The Health District may also require retainage accounts be maintained for contractors choosing to place retainage funds in an interest bearing account.
- 9) **Night Depository Services:** The Financial institution will provide the Health District with the ability to make "night drop" deposits after hours. Health District staff will prepare a deposit slip and "night drop" the deposit after hours, for deposit the next day. We currently use the tamper-resistant plastic bags for this function.
- 10) **Data Equipment Compatibility:** The Health District is interested in equipment and data compatibility and therefore requests the specifications needed for an automated wire transfer, ACH debit & credit, credit card, balance reporting and any other automated systems be included in this proposal. Any costs associated with automated data and equipment should be identified on the Bid Sheet form in Attachment E.
- 11) **Miscellaneous Optional Services:** In addition to the requirements listed above, the proposal shall identify proposed fees for the following services:
- Automatic Account Reconciliation;
  - Courier Services;

- Payment of Financial System Upgrades and Fees through use of analysis. In order to enhance our banking/financial processing capabilities we may wish to pay for these fees through banking analysis;
- Other services provided by your institution that would be beneficial to the Health District, but have not specifically been addressed. Please itemize on the Bid Sheet form in Attachment A.

**12) Services Not Provided:** In the event that the primary proposing financial institution does not provide all requested services included in this RFP, the financial institution will submit as part of its proposal additional partners/providers whom do provide these services. It is the sole responsibility of the primary financial institution to secure and maintain the relationship with any additional providers. The primary financial institution, at the time of bid submittal will identify all secondary providers.

Should the financial institution be unable to secure and provide the relationship, in certain instances such as the Health District's financial system software vendor or armored car services, the Health District would request to submit the invoices to the financial institution for payment from its earnings credits.

**13) Lockbox General Requirements:**

- Mail Pick Up – The service provider will pick up all mail on a daily basis.
- Payment Processing – The service provider shall process all payments for standard and nonstandard items the same day they are received from the post office. All such items shall be processed in such a way that the required payment information can be same day transmitted (by 2:00 pm) to the [Unit Type] in an acceptable format, all checks properly endorsed, and all checks properly MICR encoded for the correct amount.
- Same Day Deposit – All payment credit will be transmitted to the [Unit Type]'s bank depository on a daily basis in time to ensure full deposit credit the same day as mail was originally received.
- Security – The service provider shall post data in a secure and confidential manner.
- Backup – The service provider shall provide the [Unit Type] with a backup or contingency plan to ensure continued service in case of disaster or equipment failure. (Note: It is assumed the backup facility is at a different location but in the same general area, since the mail would continue to come to the same postal location.)
- Storage and Safekeeping – The service provider will provide adequate safekeeping and storage of all transaction items in electronic format for the [Unit Type]
- Hard Copy and Electronic Copy Service – The service provider can provide same day hard copy and electronic copy transaction retrieval and transmission of requested items to the [Unit Type] as part of this proposal. If there is an additional fee for such special same day request, it should be specified in the proposal. The service provider should also specify what is considered the normal retrieval and

transmission period for such research items and what additional fee (if any) would be associated with the type of request.

- Daily Reports – The service provider will provide routine daily, weekly, monthly and yearly reports as needed to the [Unit Type] via an agreed upon methodology (e.g. fax, e-mail, hard copy, electronic files, etc.)

#### **14) Purchase Cards**

##### MANDATORY REQUIREMENTS

In addition to providing the Required Financial Information previously described, please respond to each of the following items.

- The program must provide the option to customize the card with the government's logo.
- The program must allow for the storage of account number from [Unit Type].
- The program must provide for downloading card information electronically within five (5) calendar days of month end.
- The program must provide cardholders online access to transactions.
- The program must allow for the following card controls and usage restrictions:
  - ✓ company level restrictions
  - ✓ Cardholder level restrictions
  - ✓ Department level restrictions
  - ✓ Merchant Category Code or Standard Industry Classification (MCC or SIC) restrictions
  - ✓ Cash advance restrictions
  - ✓ Dollar limits
- The issuer must reproduce lost charge slips. Is there a charge for reproduction? What is the typical turnaround time for the issuer to provide copies of charge slips?

## SECTION III – TIMETABLE

### A. Bid Process

The Health District will attempt to follow this timetable, which should result in the implementation of a banking services agreement by November 2, 2015.

|   |                     |
|---|---------------------|
| Release Date of the Request for Proposals:    | July 15, 2015       |
| Pre-Bid Conference:                           | July 22, 2015       |
| Deadline for Questions:                       | August 5, 2015      |
| Deadline for Submittal of Proposals (4 pm):   | August 11, 2015     |
| Interview with Selected Firms:                | September 1-4, 2015 |
| Preliminary Selection of Firm:                | September 23, 2015  |
| Recommendation to SNHD Board:                 | October 22, 2015    |
| Implementation of Banking Services Agreement: | November 2, 2015    |

### B. Designated Contact/Questions:

Questions about this Request for Proposals (RFP) may be e-mailed to the Southern Nevada Health District (Health District) authorized agency contact persons' e-mail address as listed below:

**Health District Contact Person:** Loni Benard and Gabi Montaldo  
**E-Mail Address:** [benard@snhdmail.org](mailto:benard@snhdmail.org) and [mantaldo@snhdmail.org](mailto:mantaldo@snhdmail.org)

Answers to all questions asked will be available as an Addendum to the RFP on the Health District's website at <http://www.southernnevadahealthdistrict.org/public-notice.php>.

**CONTACT WITH Health District DURING THE RFP PROCESS:** Communication with any other person other than the designated contact concerning the selection or award of this contract is prohibited from the time the Request for Proposal is advertised to the time of the award. Questions concerning the Request for Proposal shall be directed **only** to the designated contact. All questions that are asked will be posted on Health District's web site under Public Notices. **Failure of a PROPOSER, or any of its representatives, to comply with this paragraph will result in their proposal being rejected.**

### C. Proposal Due Date and Time and Location:

**Date:** August 11, 2015

**Time:** 4:00 pm PST

**Submittal:** Submit your proposal in a sealed envelope clearly marked: "SNHD-9-RFP-15-008, Banking Services"

**If Mailed:**

Southern Nevada Health District  
Finance Department  
Materials Management Supervisor  
P.O. Box 3902  
Las Vegas, NV 89127

**If Hand-Carried** (Monday through Friday, 8:00 AM to 4:00 PM) 330 S. Valley View Blvd, Las Vegas, NV 89107. Please call 702.759.1244 or 702.759.1215 from the lobby.

Faxed proposals will not be accepted. Proposals received at this location after the Proposal Due Date and Time are late and shall not be accepted by the Health District.

- D. Proposal Submission:** The original Proposal and two (3) copies and one (1) electronic copy on CD or flash drive must be submitted in a sealed envelope marked “SNHD-9-RFP-15-008, Banking Services.” It is the Proposer's responsibility to ensure their Proposal is received by Health District by the date and time specified above. Late proposals will not be considered.
- E. Late Proposals:** Proposals received and/or date stamped after the Proposal Due Date and Time are late and will not be considered by the Health District. Proposals must be received in the Health District Administration Office by the Due Date and Time stated above. Proposals received after that date and time will be rejected and will not be considered. Upon request the Health District will return unopened, late-received Proposals at the requester's expense. Proposer is responsible for ensuring third party deliveries conform to the delivery requirements set forth in this RFP.
- F. Receipt and Opening of Proposals:**
1. Proposals received prior to the advertised hour of opening will be time stamped and kept securely sealed. Time of receipt will be determined by the procurement office time stamp. Proposals received after the specified date and time of proposal opening are late. Late hand-carried proposals shall not be accepted. Proposals received by other methods shall remain unopened in the proposal file.
  2. No responsibility will attach to the Health District or its representatives for the premature opening of, or the failure to open, a proposal not properly addressed and identified.
  3. At the time and place fixed for the opening of proposals, the Health District's representative will cause the proposals to be opened and publicly read aloud. Proposers and other persons properly interested may be present, in person or in representative.
  4. The proposal acceptance period shall extend for a period of ninety (90) calendar days from the date of proposal opening for the purpose of proposal evaluation and award unless otherwise stated elsewhere in this solicitation.

## SECTION IV. INSTRUCTIONS TO PROPOSERS

Proposals entitled to consideration must be made to the Health District in accordance with the following instructions:

### A. Preparation of Proposals:

1. Proposals must contain complete answers to each question. Failure to fully answer any question is grounds for rejection.
2. Proposals must be printed in a font no smaller than 11 points on 8 ½" x 11" paper.
3. Proposals, along with all required documents, must be submitted in the manner described herein.
4. By responding to this RFP, Proposer certifies that it has not communicated with any employee or member of Health District in a manner that might provide that Proposer an advantage over any other Proposer. A violation of the foregoing is cause for rejection of that particular Proposal without further consideration.
5. By submitting a Proposal, Proposer certifies that understands, agrees with, and will abide by, the terms and conditions set forth in this RFP.
6. Health District reserves the right to contract for less than or more than all of the services identified herein.
7. Health District reserves the right to request clarifications of information submitted and to request additional information on any proposal.
8. Health District reserves the right to award any contract to the next most qualified financial institution, if the successful financial institution does not execute a contract within 30 days of being notified of selection and provided a contract.
9. All costs incurred by the Proposer in the preparation of a Proposal responding to this RFP are the responsibility of the Proposer and will not be reimbursed by Health District.
10. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the Health District the services described in the attached specifications, or until one or more of the proposals have been approved by the Health District administration, whichever occurs first.
11. The contract resulting from acceptance of a proposal by the Health District shall be in a form supplied or approved by the Health District, and shall reflect the specifications in this RFP. A copy of the proposed contract is available for review (see attachment B). The Health District reserves the right to reject any proposed agreement or contract



that does not conform to the specifications contained in this RFP and which is not approved by the Health District Attorney's office.

12. **Proposals are not to contain confidential/proprietary information.** Health District is subject to Nevada Public Records statutes. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

**B. Submission Requirements:**

| <u>Tab</u> | <u>Title</u>  |
|------------|---|
| 1          | Cover Letter and Proposal Form (Attachment A)                               |
| 2          | Information and Statements, Certifications and Assurances (Attachment B)    |
| 3          | Responses to Banking Services Questions/Statements (Attachment C)           |
| 4          | Purchasing Card (Attachment D)  |
| 5          | Statement of Financial Institution Qualifications (Attachment E)            |
| 6          | Schedule of costs by specified task using the Bid Sheet form (Attachment F) |
| 7          | Scope of Banking Services (Attachment G)                                    |

**Tab 1. Cover Letter**

The proposal shall consist of a letter identifying the subject of the request for proposal, the RFP Number (SNHD-9-RFP-15-008) the date of the proposal, the proposer's name, address, telephone number, e-mail address, and website, if available. The cover letter will consist of a concise, yet sufficiently detailed statement of interest identifying why the respondent is interested in providing banking services and why the respondent should be considered as qualified. Include the Proposal Form (Attachment A) with your cover letter.

**Tab 2. Information and Statements, Certifications and Assurances**

1. Include the following information and/or certifications with your proposal:
  - a. An affirmative statement that the firm/individual is independent of the Health District and not related in any way to the Health District's business operations.
  - b. An affirmative statement that no conflict of interest exists with regard to any other work performed for Health District. Disclose any pending or anticipated litigation involving Health District and describe the nature of the litigation, if any.
  - c. A list of any prior work performed for the Health District. Please indicate the nature and scope of the work as well as the dates.
  - d. Include a completed and signed Attachment B.

## 2. Company Background and References

- a. Provide a copy of your bank's statement of ethics and code of conduct.
- b. Discuss your policies as an Equal Opportunity Employer and Equal Opportunity Lender.
- c. Provide your short and long term ratings from the following nationally recognized statistical rating organizations:
  - Moody's
  - Fitch
  - Standard & Poor's
  - Kroll (formerly LACE)
- d. Annual Report. Provide a copy of your bank's most recent annual report.
- e. Audit. Discuss substantive operating issues raised by recent audits, particularly regarding those services described in this RFP.
- f. Regulatory Reports. Provide a copy of the bank's Statement on Auditing Standards Number 70 (SAS 70) and SEC 10-Q and discuss any issues raised from these documents during the most recent audit.
- g. Company Ownership. If incorporated or organized as a business entity, the state in which the company is incorporated or organized, and the date of incorporation or organization.

*An out-of-state bank must become duly qualified to do business in the State of Nevada as a foreign corporation before a contract can be executed.*
- h. Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the bank or in which the bank has been judged guilty or liable.
- i. Discuss any ownership changes over the past five (5) years and any pending or proposed changes if this is legally appropriate to provide.
- j. Comment on personnel turnover within the bank over the past three (3) years in the area of government services. Differentiate between those leaving the bank and those transferring to other departments within the bank.
- k. The name, mailing address, e-mail address and telephone number of the Bank's primary point of contact for a contract resulting from this RFP.

- l. A company background/history. Discuss the bank's knowledge of applicable NRS and NAC and ability to comply, as appropriate.
- m. Describe the length of time the bank has been providing services described in this RFP to the public and/or private sector. Provide a description of those services, including the number of public agency clients and amount of public funds on deposit.
- n. Has the bank ever been engaged under contract by any State agency?  
 Yes  No If "Yes," specify when, for what duties, and for which agency.
- o. Is the bank, or any of its employees, employed by the State of Nevada, any of its political subdivisions or by any other government?  
 Yes  No If "Yes", is that employee planning to render services while on annual leave, compensatory time, sick leave or on his own time?
- p. Provide information that details the representation of women, minorities, and disabled persons in professional positions within your firm for the past three (3) years. Please describe your policy(ies) for the hiring of women, minorities, and disabled persons and/or the subcontracting of services with MBE/WBE/veteran-owned businesses.
- q. Describe any anti-terrorism and anti-money laundering policies your firm maintains. If your firm invests monies outside the United States, indicate how you maintain compliance with federal executive orders regarding terror-sponsoring nations.

**Tab 3. Responses to Banking Services Questions/Statements.** Provide responses to the questions listed in Attachment C in your proposal.

**Tab 4. Purchasing Card.** Provide responses to the questions listed in Attachment D in your proposal.

**Tab 5. Statement of Financial Institution Qualifications.** Complete and return Attachment E, signed and notarized.

**Tab 6. Schedule of Costs.** Complete and return the Bid Sheet form (Attachment F). Volumes indicated on the Bid Sheet are estimates and actual quantities may vary. Costs not included on the Bid Sheet, but which the financial institution proposes to charge, must be individually itemized and thoroughly explained. Bid Sheets must be executed by an official of the firm in a position to commit the institution to provide the services in accordance with these terms and conditions.

**Tab 7. Banking Services.** Complete and return Attachment G. Include all responses to questions.

**Tab 8. References.** Send Attachment H to a minimum of 3 references.

- C. Ethics in Public Procurement:** It is unlawful for any vendor to offer, or any employee of the Health District or their immediate family to solicit or accept a gratuity in connection with the solicitation, award, or administration of an order issued by the Health District.
- D. All or None Offers:** Unless specifically allowed, line item or lot offers which restrict acceptance to the entire offer shall be rejected as nonresponsive.
- E. Interpretation or Correction of Solicitation Documents:**
1. Proposers shall promptly notify the Health District in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the solicitation documents.
  2. Proposers requiring clarification or interpretation of the solicitation documents shall make a written request which shall reach the Health District not later than ten (10) days prior to the date for receipt of proposals.
  3. Any interpretation, correction, or change of the solicitation documents will be made by written amendment. Interpretations, corrections, or changes of the solicitation documents made in any other manner will not be binding and proposer shall not rely upon such interpretations, corrections or changes.
  4. Protests based upon any omissions or errors or on the content of the solicitation will be disallowed if not made known in writing, prior to the proposal due date.
- F. Multiple, Alternate, or Conditioned Offers:** Unless specifically allowed, multiple, or alternate offers, or proposals conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed non responsive, and shall be rejected.
- G. Rejection:** Any or all bids received in response to a request for bids may be rejected by the Health District if the Health District determines that any such bidder is not responsive or responsible or that the quality of the services, supplies, materials, equipment or labor offered does not conform to requirements or if the public interest would be served by such a rejection.
- H. Proposal Costs:** There shall be no obligation for the Health District to compensate proposers for any costs responding to this Request for Proposal.
- I. Modification, Correction or Withdrawal of Proposals:** Proposals may be modified, corrected or withdrawn on written requests received prior to the time fixed for proposal opening.
- J. Exclusivity:** Nothing in this RFP or any resulting Agreement precludes Health District from obtaining services similar to those described herein from other sources.

## **SECTION V. PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES**

### **A. Evaluation Procedures:**

All proposals accepted by the Health District will be reviewed to determine whether they are responsive or nonresponsive to the requisites of this RFP. Proposals that are determined by Health District to be nonresponsive will be rejected. The Health District's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Health District reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Health District deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Health District reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best programmatic, technical and price terms.

### **B. Minimum Qualifications:**

To be considered for selection, financial institutions must meet at least the following minimum qualifications:

1. Authority to offer banking services. Institution must hold a charter from either the United States Government or the State of Nevada.
2. Access to the Federal Reserve System. Institution must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services.
3. Legal Compliance. Institution must be in compliance with all applicable laws, rules, regulations, and ordinances of the Clark Health District, the State of Nevada, and the United States.
4. Public Deposit Protection Act. Institution must be a Nevada State qualified depository for public funds and must be in compliance with Nevada Revised Statutes, Chapter 682B.
5. Local banking office. Institution must have an established office or local branch within the Health District of Las Vegas, Health District of North Las Vegas or the Health District of Henderson.

### **C. Evaluation Criteria:**

Proposals will be evaluated by Health District staff. Evaluations will be based on criteria outlined herein which may be weighted by the Health District in a manner it deems appropriate. All proposals will be evaluated using the same criteria. The following evaluation criteria are listed in order of importance:

- A. Responsiveness to the RFP. The Health District will consider all the material submitted to determine whether the financial institution's offering is in compliance with the RFP documents.
- B. Ability to Perform Required Services. The Health District will consider all the relevant material submitted by each financial institution, and other relevant material it may otherwise obtain, to determine whether the financial institution is capable of providing services of the type and scope specific to the RFP. The following elements may be given consideration by the Health District in determining whether a financial institution is capable:
1. The ability and capability of the financial institution and the skills, experience, and availability of the specific individuals to be assigned to the Health District to perform the services required;
  2. The quality of performance by the financial institution on previous and similar contracts and such other information as may be secured and considered relevant by the Health District, including information on customer service obtained from references provided;
  3. The ability of the financial institution to present professional and innovative work; the skill of the financial institution as demonstrated by samples of similar work and/or references from similar organizations;
  4. Strength and stability of the financial institution. The financial institution's financial standing among its peers and the associated credit quality ratings.
- C. Fees.
- As described in Attachment F.
  - Cost of transition: the total cost of changing financial institutions.
- D. References (Attachment H). Health District may contact the references provided, may contact any bank to clarify any response, may contract any current users of a bank's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.
- E. Community Presence.
- F. Interviews and Site Visits. The Health District may conduct interviews and site visits as part of the final selection process.
- G. Other Factors. Any other factors that the Health District believes would be in the Health District's best interest to consider which were not previously described. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the Health District.

**ATTACHMENT A  
PROPOSAL FORM**

The undersigned, as an authorized representative of the company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein at the prices stated.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Health District/State/ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

**EXCEPTIONS:** Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the Proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the stated requirements, the Proposer may still compete in the solicitation. However, the Health District has the right to accept or reject any proposed exception.

Are there exceptions to this Proposal?      Yes \_\_\_\_      No \_\_\_\_

**ACKNOWLEDGMENT OF ADDENDA:**

The signer of this form acknowledges receipt of the following addenda:

|                    |             |
|--------------------|-------------|
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |

Or

No Addenda were received in connection with this RFP.      Dated \_\_\_\_\_

## **ATTACHMENT B CERTIFICATIONS AND ASSURANCES**

- 1. Certification Regarding Debarment and Suspension.** The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency.
  - (b) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
  - (d) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- 2. Certification Regarding Drug-Free Workplace Requirements.** The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free work-place in accordance with 45 CFR Part 76 by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The grantee's policy of maintaining a drug-free workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above.
  - (d) Notifying the employee in the statement required by paragraph (a), above, that as a condition of employment under the grant, the employee will –
    - (1) Abide by the terms of the statement.



- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted –
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**3. Certification Regarding Lobbying.** Title 31, United States Code, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions,” generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA).** The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.
  
5. **Certification Regarding Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourage all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. **Conflict Of Interest:** By submitting a Proposal, Proposer certifies that it has had no contact with an employee or Board member of the Health District in any manner which would give that Proposer, any advantage over any other Proposer. Health District employees and Board members shall not receive any compensation, in any manner or form, nor have any interest, direct or indirect, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above is grounds for rejection without further consideration.

**Signature of Authorized Certifying (Responder) Official:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Applicant Organization:** \_\_\_\_\_

**Date Signed & Submitted:** \_\_\_\_\_

## **ATTACHMENT C**

### **BANKING SERVICES QUESTIONS/STATEMENTS**

Please provide your responses to the items below in the order presented.

1. Provide the names of individuals, with phone numbers and e-mail addresses, who will be working on the proposed services and their areas of responsibility including their specific experience relative to the request for proposal requirements.
2. Submit at least three (3) references (preferably from current local government customers) who can attest to the financial institution's experience as it relates to providing banking services. The references must include contact name, title, address, e-mail address, telephone number and services used. Please send Attachment H to your references for completion and submittal to the Health District.
3. Describe your institution's community participation/reinvestment program including your Community Reinvestment Act (CRA) rating.
4. Describe your institution's customer service philosophy and organizational structure and provide meaningful examples to illustrate.
5. Provide the following reports and information about your institution:
  - a. Monthly account analysis
  - b. Monthly bank statement
  - c. Monthly merchant services report
  - d. Most recent financial statement
  - e. SEC and/or Moody's credit rating or comparable rating
6. Provide a funds availability schedule. Describe one day, two day availability and wire requirements.
7. Performance. Health District seeks to identify key measures of the bank's financial strength and profitability.
  - a. Please provide the following measures of the bank's financial strength and profitability as of June 30, 2012, June 30, 2013, and June 30, 2014:
    - Return on Assets
    - Return on Equity
    - Net Interest Margin
  - b. Please provide the following measures of the bank's asset quality as of June 30, 2012, June 30, 2013, and June 30, 2014:
    - Ratio of nonperforming assets to total assets
    - Ratio of nonperforming assets to total equity and reserves
    - Ratio of reserves for loan losses to nonperforming assets

- Ratio of reserves for loan losses to total assets
- c. Please provide the following measures of the bank's capital adequacy as of June 30, 2020, June 30, 2013, and June 30, 2014:
- Ratio of Tier 1 capital to risk-weighted assets
  - Ratio of total capital to risk-weighted assets
- d. Discuss how the profitability of various lines of business within the bank is evaluated with respect to services requested within this RFP.
8. Describe your Balance Reporting systems and availability.
- a. What hardware/software does the bank use to deliver balance and transaction detail information?
  - b. What time is previous day information available for access by the customer?
  - c. What are the hours of access of the balance reporting system?
  - d. Does the bank provide current day information?
    - i. How frequently is this information updated throughout the day?
    - ii. What transaction types are available on current day reports?
  - e. Describe the level of detail provided in previous and current day reports?
  - f. How many days of history can be accessed through the system?
  - g. In what format is information available?
  - h. Provide a sample printout of the daily on-line balance information.
9. ACH Services:
- a. What is the recommended service delivery method (i.e. direct transmission, on-line, or other)?
    - i. What are the hardware/software requirements?
    - ii. What training does the bank provide?
    - iii. Does the software offer the ability to manage security and access levels by user?
    - iv. What report options are available?
    - v. What controls are in place to protect against lost files and duplications of transmissions?
      - Does the bank provide automatic file receipt acknowledgements? If so, how?
      - Describe the role of any third-party processor used by the bank to provide this service?
  - b. What are the hours of operation of the ACH unit?
  - c. What are the bank's cut-off times for customer initiation of ACH transactions?

- d. Describe the procedures used to verify accurate and secure receipt of transmissions.
- e. Can the bank automatically redeposit items returned for insufficient or uncollected funds?
- f. How does the bank handle file, batch, and item reversals and deletions?

10. Positive Pay

- a. What is the recommended service delivery method (i.e. direct transmission, on-line, or other.)?  
What are the hardware/software requirements?
- b. What controls are in place to protect against lost files and duplications of transmissions?
- c. Does the bank provide automatic file receipt acknowledgements? If so, how?
- d. Describe the role of any third-party processor used by the bank to provide this service?
- e. What is the bank's deadline for transmitting files/data?
- f. What is the process for notifying the bank of a single check or small check run outside of the regular batch file?
- g. How does the Health District notify the bank of voided and stop payment checks?
- h. Does your bank have payee verification?
- i. Is the positive pay service fully implemented at all bank branches?
- j. How does the bank handle exception ("paid not issued") items?
  - i. Does the bank offer a daily listing of exception items?
  - ii. Are there defaults available for each account to either automatically return or pay on exception items?
  - iii. What is the timeline for reporting exceptions to the Health District?
  - iv. How are exceptions reported to the Health District? Will an image be available?
  - v. What is the timeline for the Health District to act on any exceptions?
  - vi. What are the hours of operation of this service unit?

11. Merchant Card Services:

- a. Provide a funds availability schedule by card type. Is it negotiable?
- b. What is the settlement deadline?
- c. What daily and/or monthly reconciliation reports are available?
- d. Do you offer recurring billing processing?

12. Payment of Fees. Respondents will need to provide information on the following:

- a. The effective rate and formula used to calculate the service charge credit for collected fund balances;
- b. The proposed method for setting rates on a compensating certificate of deposit;

- c. A time frame proposed to pay any additional fees not offset by service charge credit;
  - d. Whether a service charge credit/debit can be carried forward to the next period;
  - e. The formula for any fees in the event of an overdraft;
  - f. Describe what constitutes a daylight and overnight overdraft situation
13. Errors and Adjustments
- a. Describe your adjustment process for resolving deposit discrepancies.
  - b. At what dollar amount do you write off discrepancies?
  - c. Do you adjust the deposit amount or process an adjusting debit or credit?
14. Describe how inquiries requiring research and adjustments are handled by the institution. Are there established turn-around times for research and adjustment items? If yes, specify.
15. Describe NSF or Returned Items processing procedures, fees or other related services available. The Health District will require re-depositing „NSF“ or „uncollected funds“ returned items so that they may be presented a second time prior to being charged back.
16. Security/Protection Measures: What security features are in place to minimize the risk of unauthorized transactions?
17. Service Enhancements: Describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies.
18. Discuss your use of the internet in providing services to your municipal/business customers.
19. Provide information on how your institution plans to keep your product line competitive. Describe what approach the bank is taking in the development of new services and what new services and/or features the bank plans to offer and within what time frame.
20. Disaster Recovery:
- a. Describe your institution’s formal disaster recovery plan.
  - b. How quickly will back-up facilities be activated?
  - c. Describe your institution’s operating capabilities to assist the Health District in the event of a disaster or declared emergency.
21. Implementation Plan: Provide a detailed description of the implementation process, including testing, and a sample implementation schedule.
22. List the address and hours of operation at your nearest branch office and also the hours of operation for non-branch services.
23. Discuss any special conditions, other fees, other services, or deviations from the requested scope.

## **ATTACHMENT D**

### **PURCHASE CARD QUESTIONS**

- 1) GENERAL INFORMATION TO BE PROVIDED BY PROPOSER
1. Provide names, titles and current resumes for issuer contact personnel.
  2. Will one primary contact be assigned to the [Unit Type]'s accounts?
  3. How long has the issuer offered purchase card services?
  4. Specify the number of government customers using this service? Provide names, phone numbers and e-mail addresses of three to five references.
  5. How many of your current customers are doing electronic downloads of information? How is information accessed?
  6. What differentiates your service from that of other providers?
  7. What new services or features does the issuer plan to offer and within what time frame?
  8. Are enhancements under the direct control of the issuer?
  9. If the government were to request enhancements, describe the prioritization process for responding to such requests.
  10. What card platform(s) does your program employ (e.g., MasterCard, Visa, Amex or other)? Why? If more than one is used, which would you recommend for our program and why?
  11. What third-party processor, if any, is used for authorizations and transaction posting?
  12. Do any third-party partners perform other functions, such as systems support or customer service? If so, explain.
  13. Discuss settlement terms.
    - What billing cycles are available?
    - How will we receive billing statements?
    - How will we receive electronic information?
    - What are payment terms from statement date?
    - What options are available for the [Unit Type] to make payment (e.g., EDI, ACH, check)?
  14. Describe the card issuer's merchant support function. Is a third-party alliance established? If so, describe the nature of the alliance.
  15. Describe the card controls and usage restrictions supported by the card issuer's program:
    - Government level restrictions
    - Cardholder level restrictions
    - Department level restrictions
    - Merchant Category Code or Standard Industry Classification restrictions
    - Cash advance restrictions
    - Dollar limits or transaction limits

16. What are the liabilities of the [Unit Type] and its employees in the event of fraud, abuse or loss of a card? Does the issuer provide fraud insurance? If so, what are the stipulations and fees associated with the insurance?
17. Does your program screen transaction activity for fraud patterns? If yes, explain. If no, is this capability planned for future implementation and if so, when? Provide statistics on fraud associated with your purchasing card program. What is your procedure for contacting the [Unit Type]?
18. Have you experienced any unauthorized access to account numbers and account information? If so, please describe. Describe your internal controls and procedures to protect account information.
19. Describe the issuer's card management process, average time it takes to perform function and how the function is handled (e.g. phone, change form faxed or mailed, e-mail) for the following:
  - New card issuance
  - Deletion of cards
  - Removal of invalid cards
  - Handling of lost or stolen cards
  - Replacing cards (including emergency situations)
  - Modifying a cardholder's profile (must be within minutes)

Response time on certain of the above items will be critical to the evaluation process.

20. Describe any software packages that your institution provides to either run, manage, or enhance the procurement card system.
  - List all installation requirements
  - E-mail capabilities
  - Technical support
21. What support do you provide for recreating files that may have been corrupted, lost or destroyed?
22. Do you have a disaster recovery plan? If so, provide a description of the plan, including the time required to become fully operational after a disaster.
23. Describe how the issuer receives and processes Level II and III information. What information can you provide to us?
24. How quickly after a transaction has been conducted is information available?
25. Can travel and entertainment (T&E) and fleet expenses incurred with your card product be tracked and reported separately?
26. Can your system provide reports regarding Form 1099 and minority-owned vendors? How complete is the information in these reports?
27. What reports are available regarding sales and use taxes?
28. For transactions that are reported without separate sales tax, Form 1099 status or minority-owned business status detail, how do you suggest we meet our tracking and reporting needs relative to such information?



29. What reports are available through the reporting packages? Provide samples of available reports.
- How frequently can reports be generated?
  - Can reports be generated for various levels of our organizational structure? List options for report distribution to managers, functional staff personnel and cardholders.
  - Can reports be generated for various time frames or accounting periods?
  - Is historical information available? If so, how far back is the information available?
  - What are the inquiry and ad hoc reporting capabilities of your reporting package?
  - Can you produce customized reports and statements? If so, are there additional costs for customized report programming?
30. Provide a complete description of your implementation process, including sample time line and description of various implementation tasks for both the issuer and the customer. How long does it take to get a program under way?
31. Describe the support provided during implementation, including technical assistance, user manuals, instructional and educational materials, on-site visits, or other assistance.
32. Describe your customer service capabilities, including the following:
- Hours of coverage
  - Toll-free number access
  - Dedicated representative for our account
  - Cardholder account management
  - Cardholder complaints
  - Quality measures for response time
33. Will a specific customer service representative be assigned to handle this business? Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.
- How are inquiries requiring research handled by the issuer?
  - Are there established turn-around times for responses? If so, specify.
  - What is the issuer's record on meeting established response times?
35. Define the dispute-resolution process including time frame and responsibilities of the parties involved. Are disputed items removed from the invoice while under investigation?
36. Provide any additional information that you believe is relevant to this RFP and your capability to provide the services requested (e.g., product brochures and articles in trade journals).

## 2) **ORGANIZATION OF RESPONSE**

Information related to the above listed requirements should be organized and presented **in the same order** as listed above. Any additional information regarding institution specific enhancements or other services that may benefit the Health District can follow.

**ATTACHMENT E**  
**STATEMENT OF FINANCIAL INSTITUTION QUALIFICATIONS**

Each financial institution submitting a proposal for items included in this document shall prepare and submit the following data along with their proposal:

1. Name of Financial Institution
2. Business Address
3. Business Phone Fax No.
4. E-mail address
5. How many years have you been in business under the present name?
6. General character of services provided by your institution:
  
7. City of Las Vegas Business License Number:
8. State of Nevada Sales Tax Registration Number:
9. Federal I.R.S. Identification Number:

I certify that the institution

is capable of providing the services as outlined in this proposal, will comply with the rules and regulations outlined by the Nevada Revised Statutes and other applicable laws and regulations.

Institution Name

Authorized Signature

Sworn before me, this \_\_\_\_ day of, \_\_\_\_\_ 2015.

Notary Public

in and for the State of Nevada

**ATTACHMENT F**  
**BID SHEET**  
(Use Excel version)

|                                   | <b>VOLUME</b> | <b>PRICE</b> | <b>FEE</b> |
|-----------------------------------|---------------|--------------|------------|
| <b>BALANCE RELATED SERVICES</b>   |               |              |            |
| DEP INSURANCE-BANK ASSESSMENT     | 16,628        | 0.0000       | \$0.00     |
| <b>DEPOSITORY SERVICES</b>        |               |              |            |
| ACCOUNT MAINTENANCE               | 2             | 0.0000       | \$0.00     |
| VAULT DEPOSIT                     | 169           | 0.0000       | \$0.00     |
| DEPOSITORY+ SUB ACCT MAINT        | 1             | 0.0000       | \$0.00     |
| RETURNS-CHARGEBACK                | 3             | 0.0000       | \$0.00     |
| RETURNS-RECLEAR                   | 5             | 0.0000       | \$0.00     |
| CKS DEP PRE-ENCODED ITEMS         | 1,166         | 0.0000       | \$0.00     |
| CKS DEP UN-ENCODED ITEMS          | 948           | 0.0000       | \$0.00     |
| LEDGER OVERDRAFT PER DAY          | 10            | 0.0000       | \$0.00     |
| DEBITS POSTED-ELECTRONIC          | 22            | 0.0000       | \$0.00     |
| CREDITS POSTED-ELECTRONIC         | 288           | 0.0000       | \$0.00     |
| DEPOSIT ACCOUNT STATEMENTS        | 3             | 0.0000       | \$0.00     |
| GEN DISB CKS PD-IS FRONT IMG      | 6             | 0.0000       | \$0.00     |
| <b>LOCKBOX SERVICES</b>           |               |              |            |
| WLBX IMAGE WEB MAINTENANCE        | 1             | 0.0000       | \$0.00     |
| WLBX DEPOSIT PREP PER DEPOSIT     | 19            | 0.0000       | \$0.00     |
| WLBX WALK-IN COURIER PKG ITEM     | 11            | 0.0000       | \$0.00     |
| WLBX COURIER DELIVERY OF PKG      | 1             | 0.0000       | \$0.00     |
| WLBX CORRESPONDENCE               | 17            | 0.0000       | \$0.00     |
| WLBX DATA TRAN MAINT 1ST BOX      | 1             | 0.0000       | \$0.00     |
| WLBX DATA TRANS PER ITEM          | 796           | 0.0000       | \$0.00     |
| WLBX DATA CAPTURE                 | 39,843        | 0.0000       | \$0.00     |
| WLBX DOCUMENT RETURN PKG PREP     | 1             | 0.0000       | \$0.00     |
| WLBX IMAGE PROC PER ITEM          | 370           | 0.0000       | \$0.00     |
| WLBX SCANNABLE SORT PER ITEM      | 1,166         | 0.0000       | \$0.00     |
| WLBX SCANNABLE SORT MAINT         | 1             | 0.0000       | \$0.00     |
| WLBX SCANNABLE PROC PER INV       | 1,006         | 0.0000       | \$0.00     |
| WLBX IMAGE DOCUMENTS IMAGED       | 4,292         | 0.0000       | \$0.00     |
| WLBX SCANNABLE PROC PER ITEM      | 796           | 0.0000       | \$0.00     |
| WLBX IMAGE CD-ROM PER DISC        | 5             | 0.0000       | \$0.00     |
| WLBX SCANNABLE LBX MAINT          | 1             | 0.0000       | \$0.00     |
| WLBX IMAGE WEB PER IMAGE          | 4,292         | 0.0000       | \$0.00     |
| WLBX NON-DEPOSITABLE TRANS        | 2             | 0.0000       | \$0.00     |
| <b>COMMERCIAL DEPS-CASH VAULT</b> |               |              |            |
| CURR/COIN DEP/\$100-VLT           | 2,641         | 0.0000       | \$0.00     |
| DEP CONDITIONING-SURCHG-VAULT     | 8             | 0.0000       | \$0.00     |
| MAIL NOTIFICATION-RECEIPT-VLT     | 169           | 0.0000       | \$0.00     |

|  | VOLUME | PRICE  | FEE    |
|--|--------|--------|--------|
| <b>GENERAL ACH SERVICES</b>                              |        |        |        |
| ACH MONTHLY MAINTENANCE                                  | 2      | 0.0000 | \$0.00 |
| ACH MONTHLY MAINTENANCE                                  | 1      | 0.0000 | \$0.00 |
| ACH INPUT-FILE   | 5      | 0.0000 | \$0.00 |
| ACH INPUT-FILE   | 2      | 0.0000 | \$0.00 |
| ACH BLOCKS AUTH INSTRUCTIONS                             | 7      | 0.0000 | \$0.00 |
| ACH BLOCKS AUTH MAINTENANCE                              | 3      | 0.0000 | \$0.00 |
| ACH ORIGINATED ADDENDA                                   | 4      | 0.0000 | \$0.00 |
| ACH LV OFF US ITEMS                                      | 6      | 0.0000 | \$0.00 |
| ACH LV-MONTHLY MAINTENANCE                               | 1      | 0.0000 | \$0.00 |
| ACH CONSUMER ON US CREDITS                               | 257    | 0.0000 | \$0.00 |
| ACH CONSUMER OFF US CREDITS                              | 973    | 0.0000 | \$0.00 |
| ACH CORPORATE ON US CREDITS                              | 22     | 0.0000 | \$0.00 |
| ACH CORPORATE OFF US CREDITS                             | 76     | 0.0000 | \$0.00 |
| ACH CREDIT RECEIVED ITEM                                 | 287    | 0.0000 | \$0.00 |
| ACH DEBIT RECEIVED ITEM                                  | 41     | 0.0000 | \$0.00 |
| <b>CONTROLLED DISBURSEMENTS</b>                          |        |        |        |
| CONTROLLED DISB MAINTENANCE                              | 3      | 0.0000 | \$0.00 |
| CONT DISB CKS PD-IS FRONT IMG                            | 26     | 0.0000 | \$0.00 |
| CONT DISB CKS PAID-TRUNCATED                             | 155    | 0.0000 | \$0.00 |
| CONT DISB-FUNDING CREDITS                                | 32     | 0.0000 | \$0.00 |
| <b>WIRE TRANSFER</b>                                     |        |        |        |
| INCOMING DOMESTIC WIRE                                   | 1      | 0.0000 | \$0.00 |
| <b>ACCOUNT RECONCILIATION</b>                            |        |        |        |
| ARP FULL PPAY MAINT-PPR SUPP                             | 3      | 0.0000 | \$0.00 |
| ARP FULL PPAY INPUT PER ITEM                             | 232    | 0.0000 | \$0.00 |
| ARP RECON TRANS END OF CYCLE                             | 1      | 0.0000 | \$0.00 |
| ARP VOID CANCEL ITEMS                                    | 2      | 0.0000 | \$0.00 |
| <b>REMOTE DEPOSIT SERVICES</b>                           |        |        |        |
| REMOTE DEP-ACCOUNT MAINTENANCE                           | 1      | 0.0000 | \$0.00 |
| <b>IMAGE</b>   |        |        |        |
| CD ROM MAINTENANCE                                       | 3      | 0.0000 | \$0.00 |
| CD ROM PER IMAGE   | 181    | 0.0000 | \$0.00 |
| CD ROM DISK  | 3      | 0.0000 | \$0.00 |
| IMAGE MAINTENANCE CPO                                    | 1      | 0.0000 | \$0.00 |
| <b>MERCHANT CARD TRANSACTION/DOLLAR VOLUME</b>           |        |        |        |
| MasterCard   | 10     | 0.0000 | \$0.00 |
| \$89,742.13  | 1081   | 0.0000 | \$0.00 |
| VISA   | 10     | 0.0000 | \$0.00 |
| \$401,987.60   | 6637   | 0.0000 | \$0.00 |
| Discover   | 5      | 0.0000 | \$0.00 |
| \$3,913.67   | 59     | 0.0000 | \$0.00 |
| DZ   | 2      | 0.0000 | \$0.00 |
| \$110.00   | 4      | 0.0000 | \$0.00 |
| <b>PURCHASING CARDS</b>                                  |        |        |        |
| Health District does not currently have purchase cards.  | 200    | 0.0000 | \$0.00 |
| Estimated usage is 200-400 cards, \$250,000 per quarter. | 300    | 0.0000 | \$0.00 |
|  | 400    | 0.0000 | \$0.00 |

|  | VOLUME | PRICE  | FEE           |
|--|--------|--------|---------------|
| <b>REMOTE CAPTURE</b>                                  |        |        |               |
| Health District does not currently use check scanners. |        | 0.0000 | \$0.00        |
| Check Scanners, estimate 30 status readers             | 30     | 0.0000 | \$0.00        |
|  |        | 0.0000 | \$0.00        |
| <b>OTHER</b>   |        |        |               |
| Conversion Cost*                                       | 1      | 0.0000 | \$0.00        |
|  |        | 0.0000 | \$0.00        |
|  |        | 0.0000 | \$0.00        |
|  |        |        | <b>\$0.00</b> |

\* Describe all costs associated with the conversion of banking services to a new service provider. Clearly indicate any and all costs to be absorbed by the bank and those which will be borne by the Health District. Only include costs borne by Health District on this line, under the Fee column.

**Rates**

Bank Depository is to provide a brief explanation of the bank’s policy and methodology used in setting of rates paid on interest-bearing accounts by answering the following questions. Please indicate below the rates paid at the close of the quarter on interest-bearing accounts. Indicate if the rates are applied to ledge balances or collected balances. Indicate if the rates are based on a market rate such as T-bill discount or yield rate.

| Date  | Interest Rate Paid on interest-Bearing Account |
|-------|--|
| _____ | _____  |
| _____ | _____  |
| _____ | _____  |
| _____ | _____  |

Basis for rates:

State interest rate basis for sweep account earnings and include a prospectus, if applicable.

State monthly fees for sweep accounts and state if fees may be analyzed.

**Securities Clearance/Safekeeping**

The monthly Safekeeping and Security Clearance services required by the Health District include but are not limited to the following

| <u>Fee Charged</u> | <u>Volumes</u> | <u>Description of Service</u>   |
|--------------------|----------------|---|
| 1. _____           | _____          | Account Maintenance   |
| 2. _____           | _____          | Book entry securities held  |
| 3. _____           | _____          | Redemption of Matured Securities  |
| 4. _____           | _____          | Purchase of Securities (DTC Trades)   |
| 5. _____           | _____          | Posting of receipt of semi-annual interest income payment on securities held in safekeeping |
| 6. _____           | _____          | Other _____   |

**Collateral Safekeeping**

Specify the safekeeping charges that will apply \$\_\_\_\_\_

Collateral amount to be offered above the \$250,000 FDIC insurance limit: \_\_\_\_\_

**Notes or Item Description:**

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

**Formulas:**

Daylight Overdraft Formula:

\_\_\_\_\_

Overnight Overdraft Formula:

\_\_\_\_\_

Short-Term Financing Formula:

\_\_\_\_\_

FDIC Insurance Formula

\_\_\_\_\_

Service Charge Credit Formula:

\_\_\_\_\_

The undersigned, an institution or firm maintaining branch/office operations within the city limits of Las Vegas, North Las Vegas, or Henderson Nevada, submits the following proposal for the Health District’s banking services for the period July 1, 2015 through June 30, 2017, and for any option periods, if exercised by the Health District:

**AUTHORIZATION:**

\_\_\_\_\_  
Institution Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
E-Mail Address

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Contact Name (if different from above)

\_\_\_\_\_  
Contact Phone Number

## ATTACHMENT G SCOPE OF BANKING SERVICES

| <u>Category</u>   | <u>Ability to Provide</u>        |                       |
|---|----------------------------------|-----------------------|
|   | YES                              | NO                    |
| a. Wire Transfer Services   |                                  |                       |
| a. Includes unrestricted transactions   | <input checked="" type="radio"/> | <input type="radio"/> |
| b. Notification of all wire transfer in real-time including rejected/<br>returned transfers   | <input checked="" type="radio"/> | <input type="radio"/> |
| b. ACH  |                                  |                       |
| a. Notification of all ACH transaction in real-time including rejected/returned   | <input checked="" type="radio"/> | <input type="radio"/> |
| b. Direct Deposit for Payroll disbursements   | <input type="radio"/>            | <input type="radio"/> |
| c. Ability to handle over 1,500 monthly ACH debit and credit transactions   | <input type="radio"/>            | <input type="radio"/> |
| d. Bank should be both a sending and receiving bank of the National Automated<br>Clearinghouse Association                                | <input type="radio"/>            | <input type="radio"/> |
| e. Ability for the Health District to submit ACH files electronically<br>through Bank software  | <input type="radio"/>            | <input type="radio"/> |
| f. Ability to represent checks (RCK) through ACH on a targeted date   | <input type="radio"/>            | <input type="radio"/> |
| g. Appropriate security measures (and description of) for ACH initiation/<br>Origination and ACH reception (ACH filters and blocks)       | <input type="radio"/>            | <input type="radio"/> |
| c. Availability of Funds  |                                  |                       |
| a. Meet minimum of Federal Reserve Bank Availability Schedule   | <input type="radio"/>            | <input type="radio"/> |
| b. Provide policy on same-day credits for deposits; checks, wires, Security<br>Maturities and Coupon Flow                                 | <input type="radio"/>            | <input type="radio"/> |
| c. Provide Expedited availability policy  | <input type="radio"/>            | <input type="radio"/> |
| 4. Monthly Statements and Account Analysis  |                                  |                       |
| a. Monthly statements provided electronically and available anytime through<br>bank Website going back 12 months                          | <input type="radio"/>            | <input type="radio"/> |
| b. Provide outline of bank's dispute resolution process   | <input type="radio"/>            | <input type="radio"/> |
| c. Provide transparent process and reasonable time frame needed for ordering  | <input type="radio"/>            | <input type="radio"/> |
| d. Back statements, including providing fee schedule to retrieve statements   | <input type="radio"/>            | <input type="radio"/> |
| 1. Account Consolidation  |                                  |                       |
| a. Present a consolidated and efficient account structure for the Health District<br>with an emphasis on fee reduction and simplification | <input type="radio"/>            | <input type="radio"/> |
| b. Incorporation of existing Health District "off system" accounts into main  | <input type="radio"/>            | <input type="radio"/> |
| c. Account structure and reporting  | <input type="radio"/>            | <input type="radio"/> |
| 2. Collection and Deposit Services  |                                  |                       |
| a. Bank needs to provide all timeframes including ACH, wires and deposits   | <input type="radio"/>            | <input type="radio"/> |
| b. Provide bank policy on collections and deposits  | <input type="radio"/>            | <input type="radio"/> |
| c. Provide bank check processing policy including timeframes  | <input type="radio"/>            | <input type="radio"/> |
| 7. Remote Deposit Services including Check Truncation and Check Conversion  |                                  |                       |
| a. Provide bank acceptance policy on remote deposits  | <input type="radio"/>            | <input type="radio"/> |
| b. Provide bank policy on Check Truncation and Check Conversion   | <input type="radio"/>            | <input type="radio"/> |
| 8. Collateralization of Deposits  |                                  |                       |
| a. Must be held at a mutually agreeable non-affiliated third party financial<br>Institution   | <input type="radio"/>            | <input type="radio"/> |

Category

Ability to Provide

YES

NO

|  |                       |                                  |
|--|-----------------------|----------------------------------|
| b. Bank policy on collateralization must be presented to Health District, and Health District must be notified of any changes prior taking place     | <input type="radio"/> | <input checked="" type="radio"/> |
| c. Bank must be able to collateralize 100% of deposits made  | <input type="radio"/> | <input checked="" type="radio"/> |
| 9. Positive Pay service offered  | <input type="radio"/> | <input checked="" type="radio"/> |
| a. Health District will not be liable for fraudulent checks received   | <input type="radio"/> | <input checked="" type="radio"/> |
| b. Health District will send all checks to Bank database to be screened  | <input type="radio"/> | <input checked="" type="radio"/> |
| c. Health District has ability to review and approve validations   | <input type="radio"/> | <input checked="" type="radio"/> |
| 10. Stop payment services offered  | <input type="radio"/> | <input checked="" type="radio"/> |
| 11. Safekeeping Services Offered and policy provided   | <input type="radio"/> | <input checked="" type="radio"/> |
| 12. Availability of "Wholetail" lockbox or alternative   | <input type="radio"/> | <input checked="" type="radio"/> |
| a. Single lockbox and account for processing multiple remittance types and payments  | <input type="radio"/> | <input checked="" type="radio"/> |
| b. All documents fully imaged at receipt   | <input type="radio"/> | <input checked="" type="radio"/> |
| c. Automatic electronic posting to the G/L system  | <input type="radio"/> | <input checked="" type="radio"/> |
| d. Dedicated PO box/Address and Clearing Facility process for Health District  | <input type="radio"/> | <input checked="" type="radio"/> |
| e. Same-day identification of problem accounts and checks  | <input type="radio"/> | <input checked="" type="radio"/> |
| f. Ability to view and save images online when payments are processed  | <input type="radio"/> | <input checked="" type="radio"/> |
| 13. Online Banking Services  | <input type="radio"/> | <input checked="" type="radio"/> |
| a. Availability of bank account integration with G/L system  | <input type="radio"/> | <input checked="" type="radio"/> |
| b. Instant online access to all Health District accounts with real-time updates of reporting and transactions  | <input type="radio"/> | <input checked="" type="radio"/> |
| c. Online check clearing and images  | <input type="radio"/> | <input checked="" type="radio"/> |
| d. Multi-level security administration requirements  | <input type="radio"/> | <input checked="" type="radio"/> |
| e. Positive pay reports  | <input type="radio"/> | <input checked="" type="radio"/> |
| f. Staff training, resources and helpdesk for utilization of online system   | <input type="radio"/> | <input checked="" type="radio"/> |
| g. "Real-time" access and integration to merchant card accounts  | <input type="radio"/> | <input checked="" type="radio"/> |
| 14. Vault/Deposit Services   | <input type="radio"/> | <input checked="" type="radio"/> |
| a. Ability to accommodate all cash amounts requested by Health District without delay  | <input type="radio"/> | <input checked="" type="radio"/> |
| b. Special services required during the fair   | <input type="radio"/> | <input checked="" type="radio"/> |
| c. Does the bank provide armored transport   | <input type="radio"/> | <input checked="" type="radio"/> |
| d. Accommodation of large cash transactions of the Health District   | <input type="radio"/> | <input checked="" type="radio"/> |
| e. Same day credit policy during open business hours   | <input type="radio"/> | <input checked="" type="radio"/> |
| f. Returned checks processed a second time if there are insufficient funds   | <input type="radio"/> | <input checked="" type="radio"/> |
| 15. Merchant/Purchasing Card Services offered by Bank  | <input type="radio"/> | <input checked="" type="radio"/> |
| a. Cards must be Visa or MasterCard (preferred) with pin and chip capability and be updated/reissued with latest bank security features and upgrades | <input type="radio"/> | <input checked="" type="radio"/> |
| b. Separate written agreement between bank and Health District for cards   | <input type="radio"/> | <input checked="" type="radio"/> |
| c. Health District online control over cardholders, credit limits, and real-time transaction viewing with multiple permissions and online users      | <input type="radio"/> | <input checked="" type="radio"/> |
| d. Card purchases will be integrated/posted to Health District G/L system  | <input type="radio"/> | <input checked="" type="radio"/> |
| e. Health District is not liable for any fraudulent purchases nor activities   | <input type="radio"/> | <input checked="" type="radio"/> |
| f. Bank policy of fees and rebates on cards  | <input type="radio"/> | <input checked="" type="radio"/> |
| 16. Card payment processing services to be retained by outside vendor  | <input type="radio"/> | <input checked="" type="radio"/> |



| <u>Category</u>   | <u>Ability to Provide</u> |                                  |
|---|---------------------------|----------------------------------|
|   | YES                       | NO                               |
| 17. Overdraft processing policy including rate schedule and rate basis  | <input type="radio"/>     | <input checked="" type="radio"/> |
| 18. Provide Controlled Disbursement Policy  | <input type="radio"/>     | <input checked="" type="radio"/> |
| 19. Disaster/Emergency situation requirements   |                           |                                  |
| a. Health District should have immediate ability to raise the credit limit and daily spending limit of purchasing cards during an emergency   | <input type="radio"/>     | <input checked="" type="radio"/> |
| b. Health District should have immediate access to additional liquidity of cash and funds held by the bank during an emergency  | <input type="radio"/>     | <input checked="" type="radio"/> |
| c. Bank will provide a single point of contact at the bank available 24 hours a day during the emergency if requested by Health District  | <input type="radio"/>     | <input checked="" type="radio"/> |
| d. Ability for the Health District to keep a stock of manual checks marked for, and only used for emergencies   | <input type="radio"/>     | <input checked="" type="radio"/> |
| e. Manual checks should only come from primary Health District accounts and should not be accepted after a period of six months from the date that the last manual check was issued during or for the emergency | <input type="radio"/>     | <input checked="" type="radio"/> |
| 20. References  |                           |                                  |
| a. Provide a list of public or private entities and contact information that are Bank customers with a similar sized operation as Health District   | <input type="radio"/>     | <input checked="" type="radio"/> |

Additional elaboration on the requested items is found in the following section. Please provide written explanation for all items marked “No.” In addition to the above items, the Health District requests the following:

Banks responding to this RFP must present an comprehensive fee schedule for all banking services the Health District is requesting.

Identification of services included in the RFP that are handled and/or contracted out to a Third Party provider.

Outline of a proposed banking transition process, and related fee schedule.

Identification of primary and secondary bank managers and employees that will be assigned to the Health District’s accounts. Employees identified must include two permanently located in Cascade Health District. The bank must also provide the Health District with a telephone number that has 24/7 live customer service support.

### **Additional Detail-Section 3**

The following section provides additional elaboration on points included in the Section 2 checklist. These points are further detailed information that the Health District is requesting from the Proposer on each Section 2 item. Please respond to the following:

1. Wire Transfer Services - The Health District needs to be able to conduct multiple wire transfers with appropriate security measures and appropriate fiscal controls. The bank will allow for instant wire transfers and wiring of securities to any bank using the interbank and Fed wire systems for investment purchases or sales and other transactions with commercial

banks or brokerage houses. All transfers should be able to be initiated and monitored by the Health District online on a real-time basis. The Health District should have the ability to create and store recurring and repetitive wire instructions and templates and be able to create and store future-dated wire instructions.

2. ACH policies must be presented by bank in a clear and comprehensive manner. The bank should be able to accommodate the large volume of ACH transactions that the Health District handles daily, and should be able to provide real-time information on all transactions, including rejected deposits. The Health District should have the ability to re-present rejected deposits on specified dates.
3. The bank should clearly outline its policies on funds availability, including same-day credits and expedited availability when necessary.
4. The bank should present a clear policy including timing, fees and media type (CD's/flash drives, online access, etc) for monthly statements and requests for back statements. The availability policy of statements on the online banking system should be specified. The Health District is requesting 12 months availability of statements, however, shorter time frames will be considered.
5. The Health District is looking for the bank to assess the existing Health District account structure and number of accounts for consolidation and efficiencies. The Health District currently has "off system" bank accounts that should be evaluated for integration into the main account structure. Presently, the Health District has the following structure:

Total of three accounts

- One Main Health District account (wires in/out, ACH's in/out, deposits, checks, direct deposits, book transfers)
  - One standalone account for accounts/payable
  - One standalone account for payroll
6. The Health District would request that the bank provide a clearly defined policy for check processing and clearing including timeframes and cutoff deadlines.
  7. The Health District is requesting outlined policy on remote deposit services offered by bank.
  8. The Health District would require the bank to collateralize 100% of deposits to be in compliance with Government Accounting Standards Board (GASB) requirements. If this is not possible, please provide detailed explanation as to why this is not.
  9. The Health District is looking for the detailed bank policy on positive pay. Positive pay is one of the key elements that the Health District is looking to include in future banking services. The Health District has been testing positive pay with its current bank.
  10. Please outline the bank's stop payment policy.
  11. The Health District is flexible and open to options on safekeeping.

12. The Health District would like to set up a “Wholetail” lockbox to handle the large amount of property tax payments. Setting up the lockbox at an out-of state address would be permitted. The Health District needs the ability for items to immediately be returned if information is found to be incorrect. The Health District would also like to be informed of any and all changes to the lockbox policies, procedures and staffing/location changes with ample notice provided. The Health District would also like the ability to visit the lockbox and witness the process when desired.
13. Online banking access should include a “one-stop-shop” system that has access to real-time information on all Health District bank accounts. The system should have a help desk and resource center available for assistance and questions to all staff that have access to online banking. The bank should provide staff training and provide the Health District regular updates on changes/enhancements to the online system. If merchant cards are included in the banking services, real time information including access levels, credit limits and transaction data should be available through the online system.
14. The Health District wishes to proceed with a merchant/purchasing card system as an integral part of the RFP. The card must be versatile, MasterCard preferred, and the online services and management of the card must be robust. This would include activation/deactivation, changing of credit limits, tracking of expenditures, and the tying of transactions to the General Ledger. The Health District would like the bank to provide rebate information, related purchasing limits, and thresholds. The Card must have pin and chip technology and be replaced immediately when new security technology and upgrades are available. Fleet cards for the Health District would not be impacted by the issuance of merchant cards, as the Health District is provided fleet cards directly from the State of Montana at no cost.
16. The Health District is proceeding with card payment processing services through a third party vendor, and this service will not be included in the RFP.
17. Please provide the bank’s overdraft policies.
18. Please provide the following on controlled disbursement services:  
Availability of service, location of collection point, endpoint check cashing polices, number and timing of daily fed letters, funding alternatives, imaging options.
19. The Health District wants to ensure that the banking relationship is the strongest during a natural or manmade disaster. Since FEMA and state agencies rarely provide resources up front during an emergency, the bank will need to provide 24 hour contacts, liquidity and increased spending limits when and where it is necessary, a stock of emergency-only use checks, and immediate provisional credit if needed.
20. The Health District wants to ensure that the bank has the resources and expertise to adequately handle the Health District’s banking services and customer care needs. This includes contacting similar-sized institutions to gather their experience and feedback on the bank.

Health District online on a real-time basis. The Health District should have the ability to create and store recurring and repetitive wire instructions and templates and be able to create and store future-dated wire instructions.

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4. The bank should present a clear policy including timing, fees and media type (CD's/flash drives, online access, etc) for monthly statements and requests for back statements. The availability policy of statements on the online banking system should be specified. The Health District is requesting 12 months availability of statements, however, shorter time frames will be considered.
5. The Health District is looking for the bank to assess the existing Health District account structure and number of accounts for consolidation and efficiencies. The Health District currently has "off system" bank accounts that should be evaluated for integration into the main account structure. Presently, the Health District has the following structure:  
  
Total of one account: One Main Health District account (wires in/out, ACH's in/out, deposits, checks, direct deposits, book transfers)
6. The Health District would request that the bank provide a clearly defined policy for check processing and clearing including timeframes and cutoff deadlines.
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8. The Health District would require the bank to collateralize 100% of deposits to be in compliance with Government Accounting Standards Board (GASB) requirements. If this is not possible, please provide detailed explanation as to why this is not.
9. The Health District is looking for the detailed bank policy on positive pay. Positive pay is one of the key elements that the Health District is looking to include in future banking services. The Health District has been testing positive pay with its current bank.
10. Please outline the bank's stop payment policy.
11. The Health District is flexible and open to options on safekeeping.

12. The Health District would like to set up a “Wholetail” lockbox to handle the large amount of property tax payments. Setting up the lockbox at an out-of state address would be permitted. The Health District needs the ability for items to immediately be returned if information is found to be incorrect. The Health District would also like to be informed of any and all changes to the lockbox policies, procedures and staffing/location changes with ample notice provided. The Health District would also like the ability to visit the lockbox and witness the process when desired.
13. Online banking access should include a “one-stop-shop” system that has access to real-time information on all Health District bank accounts. The system should have a help desk and resource center available for assistance and questions to all staff that have access to online banking. The bank should provide staff training and provide the Health District regular updates on changes/enhancements to the online system. If merchant cards are included in the banking services, real time information including access levels, credit limits and transaction data should be available through the online system.
14. The Health District wishes to proceed with a merchant/purchasing card system as an integral part of the RFP. The card must be versatile, MasterCard preferred, and the online services and management of the card must be robust. This would include activation/deactivation, changing of credit limits, tracking of expenditures, and the tying of transactions to the General Ledger. The Health District would like the bank to provide rebate information, related purchasing limits, and thresholds. The Card must have pin and chip technology and be replaced immediately when new security technology and upgrades are available. Fleet cards for the Health District would not be impacted by the issuance of merchant cards, as the Health District is provided fleet cards directly from the State of Montana at no cost.
16. The Health District is proceeding with card payment processing services through a third party vendor, and this service will not be included in the RFP.
17. Please provide the bank’s overdraft policies.
18. Please provide the following on controlled disbursement services:  
Availability of service, location of collection point, endpoint check cashing polices, number and timing of daily fed letters, funding alternatives, imaging options.
19. The Health District wants to ensure that the banking relationship is the strongest during a natural or manmade disaster. Since FEMA and state agencies rarely provide resources up front during an emergency, the bank will need to provide 24 hour contacts, liquidity and increased spending limits when and where it is necessary, a stock of emergency-only use checks, and immediate provisional credit if needed.
20. The Health District wants to ensure that the bank has the resources and expertise to adequately handle the Health District’s banking services and customer care needs. This includes contacting similar-sized institutions to gather their experience and feedback on the bank.

## **ATTACHMENT H REFERENCE QUESTIONNAIRE**

The State of Nevada, as a part of the RFP process, requires proposing banks to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

**The proposing bank is required to send the following Reference Questionnaire to their selected business references. The business reference, in turn, is requested to submit the Reference Questionnaire directly to the Health District, Attention Loni Benard, by June 16, 2015 for inclusion in the evaluation process. The Reference Questionnaire and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.**

**SNHD-9-RFP-15-008, BANKING SERVICES  
REFERENCE QUESTIONNAIRE**

**FOR:**

\_\_\_\_\_

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Southern Nevada Health District, via facsimile at 702-759-1415 or e-mail at [benard@snhdmail.org](mailto:benard@snhdmail.org) , no later than June 16, 2015, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact Loni Benard, Materials Management Supervisor by telephone at 702-759-1244 or by e-mail mail at [benard@snhdmail.org](mailto:benard@snhdmail.org). When contacting Loni, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

|  |  |
|--|--|
| <b>Company providing reference</b>   |  |
| <b>Contact name and title</b>  |  |
| <b>Contact telephone number and fax number</b>   |  |
| <b>Contact e-mail address</b>  |  |
| <b>Project dates (starting and ending)</b>   |  |
| <b>Project description</b>   |  |
| <b>Staff assigned to reference engagement that will be designated for work per this RFP</b>                                |  |
| <b>Technical environment; (i.e., software applications, internet capabilities, network, data communications, hardware)</b> |  |

**QUESTIONS:**

**Rating: 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable**

1. In what capacity have you worked with this bank in the past? Comments:
  
2. How would you rate this firm's knowledge and expertise? Rating: \_\_\_\_\_ Comments:
  
3. How would you rate the bank's flexibility relative to changes in the project scope and timelines? Rating: \_\_\_\_\_ Comments:
  
4. What is your level of satisfaction with hard-copy materials produced by the bank?  
Rating: \_\_\_\_\_ Comments:
  
5. How would you rate the dynamics/interaction between the bank and your staff?  
Rating: \_\_\_\_\_ Comments:
  
6. Who were the bank's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
  
Name: \_\_\_\_\_ Rating: \_\_\_\_\_  
Name: \_\_\_\_\_ Rating: \_\_\_\_\_  
Name: \_\_\_\_\_ Rating: \_\_\_\_\_  
Name: \_\_\_\_\_ Rating: \_\_\_\_\_  
Comments:
  
7. How satisfied are you with the products developed by the bank? Rating: \_\_\_\_\_ Comments:
  
8. With which aspect(s) of this bank's services are you most satisfied? Comments:
  
9. With which aspect(s) of this bank's services are you least satisfied? Comments:
  
10. Would you recommend this bank's services to your organization again? Comments:



# ATTACHMENT I SUBMISSION CHECKLIST

Bank's Company Name: \_\_\_\_\_

This checklist is provided for bank's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

| <b><u>Documents to be submitted with proposal</u></b>  | <b><u>Completed</u></b> |
|--|-------------------------|
| 1. Requested five (5) copies of technical proposals packaged separately  | _____                   |
| 2. Requested two (2) copies of cost proposals packaged separately  | _____                   |
| 3. Attachment A of the RFP completed and signed  | _____                   |
| 4. Attachment B of the RFP completed and signed  | _____                   |
| 5. Responses to questions/statements listed in Attachment C of the RFP   | _____                   |
| 6. Responses to questions listed in Attachment D of the RFP  | _____                   |
| 7. Attachment E of RFP completed and notarized   | _____                   |
| 8. Attachment F of RFP completed and signed  | _____                   |
| 9. Attachment G, all questions responded to with a Yes or No, plus responses provided to Additional Detail Section | _____                   |
| 10. Soft copy of cost proforma provided.   | _____                   |
| 11. Primary Bank Information provided  | _____                   |
| 10. Subcontractor Information provided (if applicable)   | _____                   |
| 11. Reference forms sent out for Primary Bank  | _____                   |
| 12. Reference forms sent out for Subcontractors (if applicable)  | _____                   |
| 13. Verification of licensure for Primary Bank (if applicable)   | _____                   |
| 14. Verification of licensure for Subcontractors (if applicable)   | _____                   |
| 15. Certificate of Insurance   | _____                   |
| 16. Other: _____   | _____                   |

**ATTACHMENT J  
SAMPLE CONTRACT**

**SERVICES AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND**

\_\_\_\_\_  
**SNHD-9-SA-15-0XX**

THIS SERVICES AGREEMENT is by and between the Southern Nevada Health District (“Health District”) and \_\_\_\_\_ (“Contractor”) (may be individually referred to as “Party” and collectively, referred to as “Parties”).

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, Health District is the public health authority for Clark Health District, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, Contractor is an \_\_\_\_\_ and has agreed to provide the services listed in Attachment A, Scope of Work; and

WHEREAS, Health District and Contractor desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes; and

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

1. **TERM AND CONDITIONS.** This Agreement shall be effective from last signature affixed to this agreement through June 30, 2018 unless sooner terminated by either Party as permitted in this Agreement. At the option of Health District, this Agreement may be extended for two (2) additional one-year periods upon issuance of an amendment signed by both Parties.
  - 1.01 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
  - 1.02 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
2. **INCORPORATED DOCUMENTS.** The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK  
ATTACHMENT B: PAYMENT

4. **COMPENSATION.** Contractor shall complete the services in a timely manner and consistent with the Scope of Work outlined in Attachment A, attached hereto. Contractor will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$ \_\_\_\_\_.
5. **INSURANCE COVERAGE.** The Contractor shall, at the Contractor’s sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until a) final

acceptance by the State of the completion of this Contract; or b) such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

1) Workers' Compensation and Employer's Liability Insurance

- a. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- b. Employer's Liability insurance with a minimum limits of \$500,000 each employee per accident for bodily injury by accident or disease. If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- c. If the Contractor qualifies as a sole proprietor as defined in NRS 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

2) Commercial General Liability Insurance – Occurrence Form

1. Policy shall include bodily injury, property damage and broad form contractual liability coverage.
  - General Aggregate: \$2,000,000
  - Products – Completed Operations Aggregate: \$1,000,000
  - Personal and Advertising Injury: \$1,000,000
  - Each Occurrence: \$1,000,000
2. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

3) Professional Liability Insurance

- a. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.  
Each Claim: \$1,000,000  
Annual Aggregate: \$2,000,000
- b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

4) Financial Institution Bond or Security Dealers Blanket Bond

If the Scope of Services involve receiving, depositing, transferring or investing State funds, one of the above bonds is required.

- a. Bond Limit: \$10,000,000
  - b. The bond shall include coverage for all directors, officers, agents and employees of the Contractor.
  - c. The bond shall include coverage for third party fidelity and name Southern Nevada Health District as los payee.
  - d. The bond shall include coverage for extended theft and mysterious disappearance.
  - e. The bond shall not contain a condition requiring an arrest and conviction.
- 5) Umbrella or Excess Liability Insurance
- a. May be used to achieve the above minimum liability limits.
  - b. Shall be endorsed to state it is “As Broad as Primary Policy”
- 6) Commercial Crime Insurance  
 Minimum Limit required: \$ WAIVED . Per Loss for Employee Dishonesty  
 This insurance shall be underwritten on a blanket form amending the definition of “employee” to include all employees of the Vendor regardless of position or category.
- 7) Performance Security  
 Amount required: \$ WAIVED .
- a. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
  - b. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
  - c. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.
- 8) General Requirements:
- a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, the Southern Nevada Health District, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from the Contract.
  - b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
  - c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
  - d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
  - e. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.

- f. Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
  - b) Currently rated by A.M. Best as “A-VII” or better.
- 9) Evidence of Insurance: Prior to the start of any Work, Contractor must provide evidence of insurance to the Health District.
- 6. BOOKS AND RECORDS. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three years, and for five years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.
- 7. STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, Contractor shall at all times be an independent Contractor with respect to Health District. Contractor is not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.
- 8. CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or personally identifiable information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 9. BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys’ fees and costs.
- 10. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- 12. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and, the

excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.
14. NON-DISCRIMINATION. As an Equal Opportunity Employer, Contractor has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. Contractor employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, or sexual orientation. Contractor likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
15. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
16. ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
17. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by either Party in performance of its obligations under this Agreement shall be the joint property of both Parties.
19. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
21. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
22. GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark Health District, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.
23. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to the other Party at their address set out below:

**Southern Nevada Health District**  
Financial Services Department  
Materials Management Supervisor  
P.O. Box 3902  
Las Vegas, NV 89127

\_\_\_\_\_

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

**SOUTHERN NEVADA HEALTH DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_  
Andrew J. Glass, FACHE, MS  
Director of Administration

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Annette L. Bradley, Esq.  
Attorney for Southern Nevada Health District



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**SNHD-1-RFP-15-008  
ADDENDUM A01**

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**REQUEST FOR PROPOSALS (RFP) No.:** SNHD-1-RFP-15-008

**TITLE:** BANKING SERVICES

**ADDENDUM ISSUE DATE:** JULY 16, 2015

**CLOSING DATE & TIME:** ON OR BEFORE 4:00 pm PST AUGUST 11, 2015

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**Information for Proposers**

The following information is provided to answer questions raised by potential proposers.  
This Addendum #A01 contains 1 pages in total.

1. The Pre-Bid Conference will be held via teleconference :

July 29, 2015

2:00-3:00 p.m. pacific time

Call in number for the Teleconference: **1-877-820-7831**

Guest Pass code: **124393#**

2. Section III – Timetable, B. Designated Contact/Questions:

**[mantaldo@snhdmail.org](mailto:mantaldo@snhdmail.org) has been revised to read [montaldo@snhdmail.org](mailto:montaldo@snhdmail.org)**

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**All Addenda will become a part of the Contract Documents.**

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**SNHD-9-RFP-15-008  
ADDENDUM A02**

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**REQUEST FOR PROPOSALS (RFP) No.:** SNHD-9-RFP-15-008

**TITLE:** BANKING SERVICES

**ADDENDUM ISSUE DATE:** JULY 29, 2015

**CLOSING DATE & TIME:** ON OR BEFORE 4:00 pm PST AUGUST 11, 2015

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**Information for Proposers**

The following information is provided to answer questions raised by potential proposers. This Addendum #A02 contains 17 pages in total.

1. Can we have permission to use SNHD's official logo for our proposal presentation?  
**Yes, to be used within your proposal.**
2. Section IV B, page 2: Please clarify if existing lockbox is retail (payments include coupon with scan line) or wholesale (payments include miscellaneous remittance doc/info, or no remittance). RFP mentions that the bank must provide retail lockbox services, however Attachment F with current volumes reflects wholesale processing environment.  
**Both. Attachment F does include the volume.**
3. Section IV B, page 3: Please clarify usage (if any) of deposit location reporting (location number in AUX field of deposit ticket). It is mentioned as a requirement, however service nor volumes are listed on attachment F (page 31-33).  
**We currently do not have, but we do want with the new contract.**
4. Section IV B, page 13: Submission Requirements: Please confirm that there is a Tab #8, "References" (see bottom of page 15).  
**The proposer will not include a Tab #8 with their proposal. The Reference Questionnaire (Attachment H) will be submitted directly to the SNHD by the business reference.**
5. Section IV D, page 14: Can we provide a website link on annual report request versus print out?  
**Yes**
6. Attachment F, page 33: On remote capture check scanners estimating "30 status readers", are you referring to prices of 30 scanners and related elements? Or did you mean approximately 30 items to be processed in one scanner?  
**30 Scanners and related elements.**

7. Attachment F: Please clarify number of current bank accounts. 2 standard accounts and 3 controlled disbursement accounts are listed. However, 3 accounts are mentioned in section II B (1) page 3 and 1 under page 38, item #5. Pages 38 and 39 were duplicated though, and the other page 38 reflects 3 accounts.  
**We currently have three accounts, and are going to one account.  
The second set of page 38 of 49 and 39 of 49 have been removed from the RFP.**
8. Attachment F: Please define “Depository + Sub Account Maintenance” (volume of 1). Do you mean propose for 3 account maintenance instead?  
**We currently have three accounts and are going to one account.**
9. Attachment G, pages 35-37: We’re taking that the numbering sequence are 1-20 as page 35 shows inconsistencies (a-c, 4, 1-2, 7). Page 37 requests for written explanation for all items marked “No”. However, there were items on page 35 that are not blocked of with either yes or no. Please confirm that you do not need additional explanation on items that are not marked on page 35. Also since most of the items or questions which are outlined on this section is already described under attachment C, may we refer to the attachment as long as required information are provided?
- **Paragraph numbering has been corrected.**
  - **Please respond by selecting the appropriate field by clicking within the circle, either “Yes” or “No.” If you select a “No” response, then provide additional information.**
  - **If you are satisfied with the response in Attachment C to understand your “No” response, you may refer to your response in Attachment C.**
10. Page 37 under paragraph that begins with “Identification of primary and secondary bank managers..”, Employees identified must include two permanently located in Cascade Health District. Did you mean located in Southern Nevada or Las Vegas?  
**Cascade Health District should read Southern Nevada. Page has been corrected.**
11. Attachment H, reference questionnaire: First paragraph reflects the “State of Nevada”, did you mean “Southern Nevada Health District”? Also the deadline for submission reflects June 16, 2015. Can we have a revised date and corresponding updated form?  
**Attachment H has been revised.**
12. Page 39, item 12: Please elaborate on the processing of property tax payments by SNHD including volume. Can a sample payment coupon or remittance document be provided?  
**This paragraph has been corrected. The payments will be business fees and permit fees. A sample is attached to this document.**
13. Page 39, item 14: Last sentence reflects “...directly from the State of Montana..”. Can you clarify this statement?  
**The last sentence of this paragraph has been deleted.**

14. For appropriate pricing proposal on Securities/Clearance Safekeeping, can you provide information of total market value of the portfolio and overview of the type of securities the District is holding?  
**Currently none, the Health District would be holding primarily agencies. High of \$15 - \$20 million.**
15. Safekeeping services: Can we have the number of accounts needed and how many of the accounts are separately managed?  
**One**
16. Safekeeping/custody: Can we have an annual estimate of portfolio activity including trading (total purchases, sales, maturities, etc), principal and interest pay-downs, wire transfers in, wire transfers out, ACH/checks issued?  
**Unknown**
17. Safekeeping services: Special reporting needs, if any – can you provide an example of any special reports?  
**Monthly transaction report.**
18. Does SNHD prefer delivery of ARP / Reconciliation reporting via transmission file or under the reports section on the banks reporting module?  
**Transmission File**
19. Pg 11. D. Proposal Submission – Please clarify how many copies of the proposal are being requested. The document states “One Original and two (3 Copies)” on page 11, however Pg 43 Submission Checklist – “Requested five (5) copies of the technical proposals packaged separately” and “Requested two (2) copies of the cost proposals packaged separately”.  
**Please provide one (1) original and two (2) copies of the technical proposal (also include proposal electronically) and one (1) original of the pricing proposal (also include electronically). Please provide the pricing proposal in a separate, sealed envelope clearly marked “Pricing Proposal.” The pricing proposal MUST be provided electronically using the Excel spreadsheet located on the SNHD Internet. You may include both the technical and pricing proposal on the same disk or flash drive.**
20. Pg 14, D. Annual Report – Is it acceptable to provide a link to access our Annual Report?  
**Yes**
21. Pg 27, 4. Purchase Card References - Should we include these in the Proposal or should these references be provided Attachment H to respond directly back to the health district?  
**This is a different request for references. Please just provide name, phone number and e-mail address for these references under Tab 8.**

22. Pg 31 Attachment F, Bid Sheet – The document recommends using the Excel version. Can you provide the Excel sheet?  
**The Excel version has been posted to the SNHD Internet.**
23. Pg 37. Additional Detail Section 3 – Would you like us to respond to the questions in this section or is an acknowledgement satisfactory?  
a. This section also references a section 2 checklist, can you clarify where section 2 is?  
**The Additional Details paragraph has been clarified.**
24. Pg 43 Attachment I Checklist – This is not listed in the submission format. Should we include it after Tab 8 for references?  
**Attachment I is to assist proposers with completing their proposal. Do not include Attachment I with your proposal.**
25. Pg 4, 3. Credit/Debit Card Services – Please clarify if Merchant services is to be included in the proposal. Page 4 indicates that the financial institution will provide the Health District with the ability to accept payment through the use of credit/debit cards. However, on page 39, 16. Indicates that the Health District is proceeding with card payment processing services through a third party vendor, and this service will not be included in the RFP.  
**Paragraph 16 has been deleted.**
26. Would SNHD consider a proposal for the Credit/Debit Card Services only? If so, would you consider a program in which the cost of the system are borne by the cardholders (i.e., a convenience or service fee model)? This model would provide the services at no cost to SNHD. If SNHD would accept a proposal for on the Credit/Debit Card Services, would you accept one from a non-bank?  
**Yes.**  
**Yes.**

**Attachments:**

**Attachment 1: Sample Payment Coupon (3 pages)**

**Attachment 2: Revised SNHD-9-RFP-15-008 pages (revisions are depicted in red font)**

**Page 10 & 11 of 49, SECTION III – TIMETABLE**

**Page 15 of 49, SECTION IV - INSTRUCTIONS TO PROPOSERS**

**Page 35 of 49, ATTACHMENT G**

**Page 37-39 of 49, ATTACHMENT G**

**Page 40 of 49, ATTACHMENT H**

**Page 43 of 49, ATTACHMENT I**

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**All Addenda will become a part of the Contract Documents.**

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# Attachment 1 Sample Payment Coupon

[Back to Table of Contents](#)

|                           |            |                         |           |
|---------------------------|------------|-------------------------|-----------|
| <b>Transaction Type:</b>  | Check      | <b>Transaction ID:</b>  | G-3410015 |
| <b>Deposit Date:</b>      | 07/27/2015 | <b>Remitter Name:</b>   | -         |
| <b>Deposit Cut:</b>       | 17:00      | <b>Sequence Number:</b> | 17        |
| <b>Lockbox Number:</b>    | 50523      | <b>Account Number:</b>  | 3307873   |
| <b>Bank Batch Number:</b> | 2          | <b>Check Number:</b>    | 4406      |
| <b>Image:</b>             | 2 of 3     | <b>Check Amount:</b>    | 2,301.72  |

MAKE CHECK PAYABLE AND REMIT TO:

SOUTHERN NEVADA HEALTH DISTRICT  
FILE 50523  
LOS ANGELES CA 90074-0523

Local ordinance requires payment of the listed Health Permit Fee for the period shown. As approved by the Southern Nevada Health District Board of Health, this bill is subject to a 50% LATE FEE.

## INVOICE

Owner ID

OW000

Invoice Date

07/01/2015

Due Date

07/31/2015

Amount Due

\$2,301.72

MIRACLE MILE SHOPS -

Invoice ID

IN0108789

Facility ID

FA000

A/R ID

AR000

3663 S Las Vegas BLVD STE  
Las Vegas, NV 89109-1920

Billing period: 07/01/2015 - 06/30/2016

FA0008545AR0057436IN0108789201507010000002301721

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**Transaction Type:** Check  
**Deposit Date:** 07/27/2015  
**Deposit Cut:** 17:00  
**Lockbox Number:** 50523  
**Bank Batch Number:** 2  
**Image:** 1 of 3

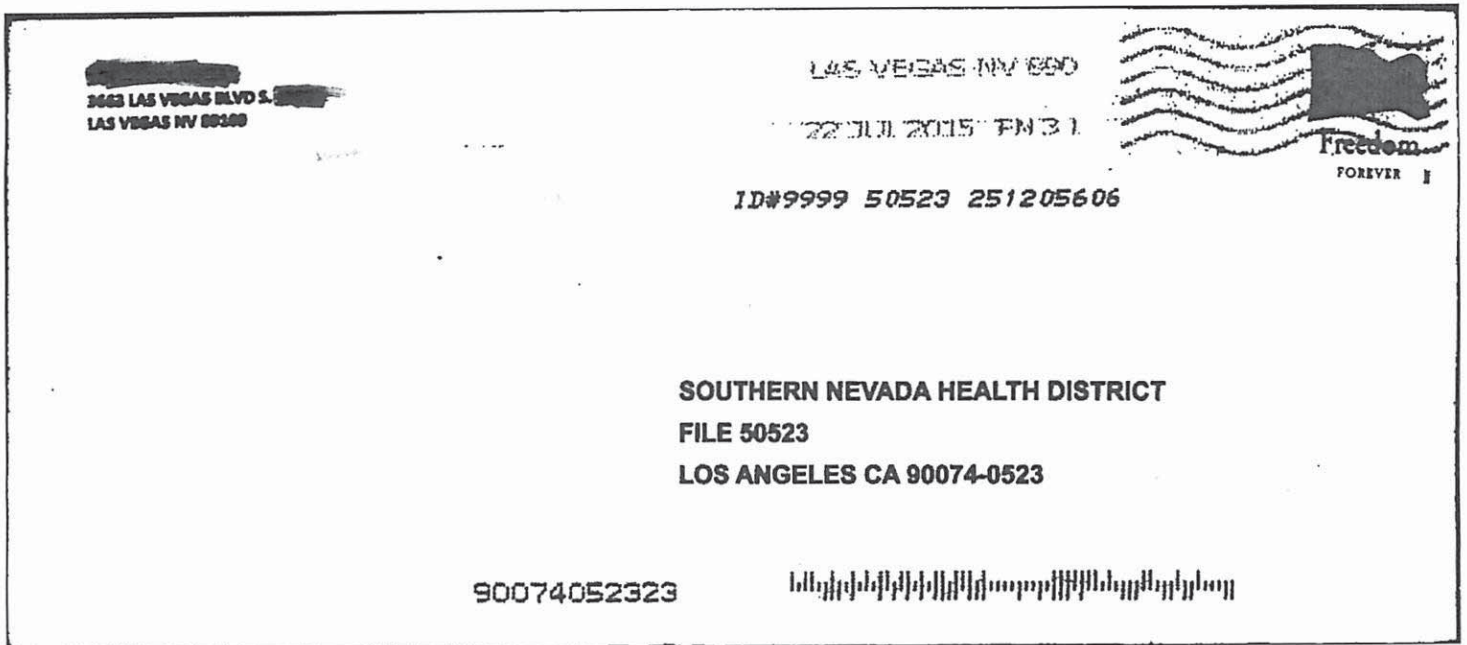
**Transaction ID:** G-3410015  
**Remitter Name:** -  
**Sequence Number:** 17  
**Account Number:** 3307873  
**Check Number:** 4406  
**Check Amount:** 2,301.72

|   |   |  |                                   |
|---|---|--|-----------------------------------|
| <b>LAS VEGAS</b><br><b>DBA [REDACTED] RESTAURANT</b><br>702-892-0021<br>3663 LAS VEGAS BLVD SOUTH [REDACTED]<br>LAS VEGAS, NV 89109 |   | <b>WILSHIRE BANK</b><br>WEST ROWLAND HEIGHTS OFFICE<br>ROWLAND HEIGHTS, CALIFORNIA 91740 | <b>4406</b><br>16-3825/1220<br>25 |
| SOUTHERN NEVADA HEALTH DISTRICT   |   | 7/16/2015  |                                   |
| PAY TO THE ORDER OF   | SOUTHERN NEVADA HEALTH DISTRICT         | \$   | **2,301.72                        |
| Two Thousand Three Hundred One and 72/100*****  |   |  | DOLLARS                           |
| SOUTHERN NEVADA HEALTH DISTRICT<br>FILE 50523<br>LOS ANGELES, CA 90074-0523   |   | [REDACTED SIGNATURE]   |                                   |
| MEMO  | OPERATION PERIOD : 07-01-15 TO 06-30-16 |  |                                   |
| ⑈004406⑈ ⑆122038251⑆ [REDACTED]   |   | AUTHORIZED SIGNATURE   |                                   |

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|                           |            |                         |           |
|---------------------------|------------|-------------------------|-----------|
| <b>Transaction Type:</b>  | Check      | <b>Transaction ID:</b>  | G-3410015 |
| <b>Deposit Date:</b>      | 07/27/2015 | <b>Remitter Name:</b>   | -         |
| <b>Deposit Cut:</b>       | 17:00      | <b>Sequence Number:</b> | 17        |
| <b>Lockbox Number:</b>    | 50523      | <b>Account Number:</b>  | 3307873   |
| <b>Bank Batch Number:</b> | 2          | <b>Check Number:</b>    | 4406      |
| <b>Image:</b>             | 3 of 3     | <b>Check Amount:</b>    | 2,301.72  |

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**ATTACHMENT 2  
REVISED PAGES**



## SECTION III – TIMETABLE

### A. Bid Process

The Health District will attempt to follow this timetable, which should result in the implementation of a banking services agreement by November 2, 2015.

|   |                     |
|---|---------------------|
| Release Date of the Request for Proposals:    | July 15, 2015       |
| Pre-Bid Conference:                           | July 22, 2015       |
| Deadline for Questions:                       | August 5, 2015      |
| Deadline for Submittal of Proposals (4 pm):   | August 11, 2015     |
| Interview with Selected Firms:                | September 1-4, 2015 |
| Preliminary Selection of Firm:                | September 23, 2015  |
| Recommendation to SNHD Board:                 | October 22, 2015    |
| Implementation of Banking Services Agreement: | November 2, 2015    |

### B. Designated Contact/Questions:

Questions about this Request for Proposals (RFP) may be e-mailed to the Southern Nevada Health District (Health District) authorized agency contact persons' e-mail address as listed below:

**Health District Contact Person:** Loni Benard and Gabi Montaldo    **E-Mail**  
**Address:** [benard@snhdmail.org](mailto:benard@snhdmail.org) and [montaldo@snhdmail.org](mailto:montaldo@snhdmail.org)

Answers to all questions asked will be available as an Addendum to the RFP on the Health District's website at <http://www.southernnevadahealthdistrict.org/public-notice.php>.

**CONTACT WITH Health District DURING THE RFP PROCESS:** Communication with any other person other than the designated contact concerning the selection or award of this contract is prohibited from the time the Request for Proposal is advertised to the time of the award. Questions concerning the Request for Proposal shall be directed **only** to the designated contact. All questions that are asked will be posted on Health District's web site under Public Notices. **Failure of a PROPOSER, or any of its representatives, to comply with this paragraph will result in their proposal being rejected.**

### C. Proposal Due Date and Time and Location:

**Date:** August 11, 2015

**Time:** 4:00 pm PST

**Submittal:** Submit your proposal in a sealed envelope clearly marked: "SNHD-9-RFP-15-008, Banking Services"

**If Mailed:**

Southern Nevada Health District  
Finance Department  
Materials Management Supervisor  
P.O. Box 3902  
Las Vegas, NV 89127

**If Hand-Carried** (Monday through Friday, 8:00 AM to 4:00 PM) 330 S. Valley View Blvd, Las Vegas, NV 89107. Please call 702.759.1244 or 702.759.1215 from the lobby.

Faxed proposals will not be accepted. Proposals received at this location after the Proposal Due Date and Time are late and shall not be accepted by the Health District.

- D. Proposal Submission:** The original **technical** proposal and two (2) copies and one (1) electronic copy on CD or flash drive must be submitted in a sealed envelope marked "SNHD-9-RFP- 15-008, Banking Services." **In a separate envelope, submit the original and one electronic copy of the cost proposal (use Excel spreadsheet).** It is the Proposer's responsibility to ensure their Proposal is received by Health District by the date and time specified above. Late proposals will not be considered.
- E. Late Proposals:** Proposals received and/or date stamped after the Proposal Due Date and Time are late and will not be considered by the Health District. Proposals must be received in the Health District Administration Office by the Due Date and Time stated above. Proposals received after that date and time will be rejected and will not be considered. Upon request the Health District will return unopened, late-received Proposals at the requester's expense. Proposer is responsible for ensuring third party deliveries conform to the delivery requirements set forth in this RFP.
- F. Receipt and Opening of Proposals:**
1. Proposals received prior to the advertised hour of opening will be time stamped and kept securely sealed. Time of receipt will be determined by the procurement office time stamp. Proposals received after the specified date and time of proposal opening are late. Late hand-carried proposals shall not be accepted. Proposals received by other methods shall remain unopened in the proposal file.
  2. No responsibility will attach to the Health District or its representatives for the premature opening of, or the failure to open, a proposal not properly addressed and identified.
  3. At the time and place fixed for the opening of proposals, the Health District's representative will cause the proposals to be opened and publicly read aloud. Proposers and other persons properly interested may be present, in person or in representative.
  4. The proposal acceptance period shall extend for a period of ninety (90) calendar days from the date of proposal opening for the purpose of proposal evaluation and award unless otherwise stated elsewhere in this solicitation.

- l. A company background/history. Discuss the bank's knowledge of applicable NRS and NAC and ability to comply, as appropriate.
- m. Describe the length of time the bank has been providing services described in this RFP to the public and/or private sector. Provide a description of those services, including the number of public agency clients and amount of public funds on deposit.
- n. Has the bank ever been engaged under contract by any State agency?  
 Yes  No If "Yes," specify when, for what duties, and for which agency.
- o. Is the bank, or any of its employees, employed by the State of Nevada, any of its political subdivisions or by any other government?  
 Yes  No If "Yes", is that employee planning to render services while on annual leave, compensatory time, sick leave or on his own time?
- p. Provide information that details the representation of women, minorities, and disabled persons in professional positions within your firm for the past three (3) years. Please describe your policy(ies) for the hiring of women, minorities, and disabled persons and/or the subcontracting of services with MBE/WBE/veteran-owned businesses.
- q. Describe any anti-terrorism and anti-money laundering policies your firm maintains. If your firm invests monies outside the United States, indicate how you maintain compliance with federal executive orders regarding terror-sponsoring nations.

**Tab 3. Responses to Banking Services Questions/Statements.** Provide responses to the questions listed in Attachment C in your proposal.

**Tab 4. Purchasing Card.** Provide responses to the questions listed in Attachment D in your proposal.

**Tab 5. Statement of Financial Institution Qualifications.** Complete and return Attachment E, signed and notarized.

**Tab 6. Schedule of Costs.** Complete and return the Bid Sheet form (Attachment F). Volumes indicated on the Bid Sheet are estimates and actual quantities may vary. Costs not included on the Bid Sheet, but which the financial institution proposes to charge, must be individually itemized and thoroughly explained. Bid Sheets must be executed by an official of the firm in a position to commit the institution to provide the services in accordance with these terms and conditions.

**Tab 7. Banking Services.** Complete and return Attachment G. Include all responses to questions.

**Tab 8. References.** List purchase card references as requested in Attachment D, para 4.

## ATTACHMENT G SCOPE OF BANKING SERVICES

**Click on Appropriate Button**

| <u>Category</u>  | <u>Ability to Provide</u>   |   |
|--|---|---|
|  | YES   | NO  |
| <b>1.</b> Wire Transfer Services<br>a. Includes unrestricted transactions<br>b. Notification of all wire transfer in real-time including rejected/<br>returned transfers   | <input type="radio"/><br><input type="radio"/>  | <input type="radio"/><br><input type="radio"/>  |
| <b>2.</b> ACH<br>a. Notification of all ACH transaction in real-time including rejected/returned<br>b. Direct Deposit for Payroll disbursements<br>c. Ability to handle over 1,500 monthly ACH debit and credit transactions<br>d. Bank should be both a sending and receiving bank of the National Automated<br>Clearinghouse Association<br>e. Ability for the Health District to submit ACH files electronically<br>through Bank software<br>f. Ability to represent checks (RCK) through ACH on a targeted date<br>g. Appropriate security measures (and description of) for ACH initiation/<br>Origination and ACH reception (ACH filters and blocks) | <input type="radio"/><br><input type="radio"/><br><input type="radio"/><br><input type="radio"/><br><input type="radio"/><br><input type="radio"/><br><input type="radio"/> | <input type="radio"/><br><input type="radio"/><br><input type="radio"/><br><input type="radio"/><br><input type="radio"/><br><input type="radio"/><br><input type="radio"/> |
| <b>3.</b> Availability of Funds<br>a. Meet minimum of Federal Reserve Bank Availability Schedule<br>b. Provide policy on same-day credits for deposits; checks, wires, Security<br>Maturities and Coupon Flow<br>c. Provide Expedited availability policy  | <input type="radio"/><br><input type="radio"/><br><input type="radio"/>   | <input type="radio"/><br><input type="radio"/><br><input type="radio"/>   |
| <b>4.</b> Monthly Statements and Account Analysis<br>a. Monthly statements provided electronically and available anytime through<br>bank Website going back 12 months<br>b. Provide outline of bank's dispute resolution process<br>c. Provide transparent process and reasonable time frame needed for ordering<br>d. Back statements, including providing fee schedule to retrieve statements  | <input type="radio"/><br><input type="radio"/><br><input type="radio"/><br><input type="radio"/>  | <input type="radio"/><br><input type="radio"/><br><input type="radio"/><br><input type="radio"/>  |
| <b>5.</b> Account Consolidation<br>a. Present a consolidated and efficient account structure for the Health District<br>with an emphasis on fee reduction and simplification<br>b. Incorporation of existing Health District "off system" accounts into main<br>c. Account structure and reporting   | <input type="radio"/><br><input type="radio"/><br><input type="radio"/>   | <input type="radio"/><br><input type="radio"/><br><input type="radio"/>   |
| <b>6.</b> Collection and Deposit Services<br>a. Bank needs to provide all timeframes including ACH, wires and deposits<br>b. Provide bank policy on collections and deposits<br>c. Provide bank check processing policy including timeframes   | <input type="radio"/><br><input type="radio"/><br><input type="radio"/>   | <input type="radio"/><br><input type="radio"/><br><input type="radio"/>   |
| <b>7.</b> Remote Deposit Services including Check Truncation and Check Conversion<br>a. Provide bank acceptance policy on remote deposits<br>b. Provide bank policy on Check Truncation and Check Conversion   | <input type="radio"/><br><input type="radio"/>  | <input type="radio"/><br><input type="radio"/>  |
| <b>8.</b> Collateralization of Deposits<br>a. Must be held at a mutually agreeable non-affiliated third party financial<br>Institution   | <input type="radio"/>   | <input type="radio"/>   |

| <u>Category</u>   | <u>Ability to Provide</u> |                       |
|---|---------------------------|-----------------------|
|   | YES                       | NO                    |
| 17. Overdraft processing policy including rate schedule and rate basis  | <input type="radio"/>     | <input type="radio"/> |
| 18. Provide Controlled Disbursement Policy  | <input type="radio"/>     | <input type="radio"/> |
| 19. Disaster/Emergency situation requirements   |                           |                       |
| a. Health District should have immediate ability to raise the credit limit and daily spending limit of purchasing cards during an emergency   | <input type="radio"/>     | <input type="radio"/> |
| b. Health District should have immediate access to additional liquidity of cash and funds held by the bank during an emergency  | <input type="radio"/>     | <input type="radio"/> |
| c. Bank will provide a single point of contact at the bank available 24 hours a day during the emergency if requested by Health District  | <input type="radio"/>     | <input type="radio"/> |
| d. Ability for the Health District to keep a stock of manual checks marked for, and only used for emergencies   | <input type="radio"/>     | <input type="radio"/> |
| e. Manual checks should only come from primary Health District accounts and should not be accepted after a period of six months from the date that the last manual check was issued during or for the emergency | <input type="radio"/>     | <input type="radio"/> |
| 20. References  |                           |                       |
| a. Provide a list of public or private entities and contact information that are Bank customers with a similar sized operation as Health District   | <input type="radio"/>     | <input type="radio"/> |

Additional elaboration on the requested items is found in the following section. Please provide written explanation for all items **proposer has selected (clicked on radio button)** as “No.” In addition to the above items, the Health District requests the following:

Banks responding to this RFP must present an comprehensive fee schedule for all banking services the Health District is requesting.

Identification of services included in the RFP that are handled and/or contracted out to a Third Party provider.

Outline of a proposed banking transition process, and related fee schedule.

Identification of primary and secondary bank managers and employees that will be assigned to the Health District’s accounts. Employees identified must include two permanently located in **Southern Nevada**. The bank must also provide the Health District with a telephone number that has 24/7 live customer service support.

**Additional Details**

The following section provides additional elaboration on points included in the **checklist above**. These points are further detailed information that the Health District is requesting from the Proposer on each item **above**. Please respond to the following:

1. Wire Transfer Services - The Health District needs to be able to conduct multiple wire transfers with appropriate security measures and appropriate fiscal controls. The bank will allow for instant wire transfers and wiring of securities to any bank using the interbank and Fed wire systems for investment purchases or sales and other transactions with commercial

banks or brokerage houses. All transfers should be able to be initiated and monitored by the Health District online on a real-time basis. The Health District should have the ability to create and store recurring and repetitive wire instructions and templates and be able to create and store future-dated wire instructions.

2. ACH policies must be presented by bank in a clear and comprehensive manner. The bank should be able to accommodate the large volume of ACH transactions that the Health District handles daily, and should be able to provide real-time information on all transactions, including rejected deposits. The Health District should have the ability to re-present rejected deposits on specified dates.
3. The bank should clearly outline its policies on funds availability, including same-day credits and expedited availability when necessary.
4. The bank should present a clear policy including timing, fees and media type (CD's/flash drives, online access, etc) for monthly statements and requests for back statements. The availability policy of statements on the online banking system should be specified. The Health District is requesting 12 months availability of statements, however, shorter time frames will be considered.
5. The Health District is looking for the bank to assess the existing Health District account structure and number of accounts for consolidation and efficiencies. The Health District currently has "off system" bank accounts that should be evaluated for integration into the main account structure. Presently, the Health District has the following structure:

Total of **one** account

  - One Main Health District account (wires in/out, ACH's in/out, deposits, checks, direct deposits, book transfers)
6. The Health District would request that the bank provide a clearly defined policy for check processing and clearing including timeframes and cutoff deadlines.
7. The Health District is requesting outlined policy on remote deposit services offered by bank.
8. The Health District would require the bank to collateralize 100% of deposits to be in compliance with Government Accounting Standards Board (GASB) requirements. If this is not possible, please provide detailed explanation as to why this is not.
9. The Health District is looking for the detailed bank policy on positive pay. Positive pay is one of the key elements that the Health District is looking to include in future banking services. The Health District has been testing positive pay with its current bank.
10. Please outline the bank's stop payment policy.
11. The Health District is flexible and open to options on safekeeping.

12. The Health District would like to set up a “Wholetail” lockbox to handle the large amount of **business license and permit fees**. Setting up the lockbox at an out-of state address would be permitted. The Health District needs the ability for items to immediately be returned if information if information is found to be incorrect. The Health District would also like to be informed of any and all changes to the lockbox policies, procedures and staffing/location changes with ample notice provided. The Health District would also like the ability to visit the lockbox and witness the process when desired.
13. Online banking access should include a “one-stop-shop” system that has access to real-time information on all Health District bank accounts. The system should have a help desk and resource center available for assistance and questions to all staff that have access to online banking. The bank should provide staff training and provide the Health District regular updates on changes/enhancements to the online system. If merchant cards are included in the banking services, real time information including access levels, credit limits and transaction data should be available through the online system.
14. The Health District wishes to proceed with a merchant/purchasing card system as an integral part of the RFP. The card must be versatile, MasterCard preferred, and the online services and management of the card must be robust. This would include activation/deactivation, changing of credit limits, tracking of expenditures, and the tying of transactions to the General Ledger. The Health District would like the bank to provide rebate information, related purchasing limits, and thresholds. The Card must have pin and chip technology and be replaced immediately when new security technology and upgrades are available.
16. Deleted.
17. Please provide the bank’s overdraft policies.
18. Please provide the following on controlled disbursement services:  
Availability of service, location of collection point, endpoint check cashing polices, number and timing of daily fed letters, funding alternatives, imaging options.
19. The Health District wants to ensure that the banking relationship is the strongest during a natural or manmade disaster. Since FEMA and state agencies rarely provide resources up front during an emergency, the bank will need to provide 24 hour contacts, liquidity and increased spending limits when and where it is necessary, a stock of emergency-only use checks, and immediate provisional credit if needed.
20. The Health District wants to ensure that the bank has the resources and expertise to adequately handle the Health District’s banking services and customer care needs. This includes contacting similar-sized institutions to gather their experience and feedback on the bank.

## **ATTACHMENT H REFERENCE QUESTIONNAIRE**

The **Health District**, as a part of the RFP process, requires proposing banks to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

**The proposing bank is required to send the following Reference Questionnaire to their selected business references. The business reference, in turn, is requested to submit the Reference Questionnaire directly to the Health District, Attention Loni Benard, by August 17, 2015 for inclusion in the evaluation process. The Reference Questionnaire and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.**



## ATTACHMENT I SUBMISSION CHECKLIST

This checklist is provided for bank's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

| <u>Documents to be submitted with proposal</u>   | <u>Completed</u> |
|--|------------------|
| 1. Requested 1 original, 2 copies & electronic of technical proposal   | _____            |
| 2. Requested 1 copy plus electronic of cost proposals packaged separately  | _____            |
| 3. Attachment A of the RFP completed and signed  | _____            |
| 4. Attachment B of the RFP completed and signed  | _____            |
| 5. Responses to questions/statements listed in Attachment C of the RFP   | _____            |
| 6. Responses to questions listed in Attachment D of the RFP  | _____            |
| 7. Attachment E of RFP completed and notarized   | _____            |
| 8. Attachment F of RFP completed and signed  | _____            |
| 9. Attachment G, all questions responded to with a Yes or No, plus responses provided to Additional Detail Section | _____            |
| 10. Soft copy of cost proforma provided.   | _____            |
| 11. Primary Bank Information provided  | _____            |
| 10. Subcontractor Information provided (if applicable)   | _____            |
| 11. Reference forms sent out for Primary Bank  | _____            |
| 12. Reference forms sent out for Subcontractors (if applicable)  | _____            |
| 13. Verification of licensure for Primary Bank (if applicable)   | _____            |
| 14. Verification of licensure for Subcontractors (if applicable)   | _____            |
| 15. Certificate of Insurance   | _____            |
| 16. Other: _____   | _____            |



**SNHD-9-RFP-15-008  
ADDENDUM A03**

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**REQUEST FOR PROPOSALS (RFP) No.: SNHD-9-RFP-15-008**

**TITLE: BANKING SERVICES**

**ADDENDUM ISSUE DATE: AUGUST 6, 2015**

**CLOSING DATE & TIME: ON OR BEFORE 4:00 pm PST AUGUST 11, 2015**

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**Information for Proposers**

The following information is provided to answer questions raised by potential proposers.  
This Addendum #A03 contains 1 page in total.

1. Safekeeping services: Is the investment portfolio separately managed or (self) directed? This is a follow up of your reply under item # 15 of Addendum A02. Response was “one”. We are trying to determine the best possible pricing for SNHD based on type of service needed.  
**Unsure at this time. Please specify in your quote which method you are pricing. You may provide the cost savings or additional cost on a separate sheet of paper for the other method.**
2. Attachment G – 1.a. Can you clarify what is being requested when you say “unrestricted transactions”?  
**Delete**
3. Attachment G – 3.a. Can you clarify what Federal Reserve Bank Availability Schedule you’re referring to? Is it possible to provide a copy?  
**Delete**
4. Attachment G – 4.c. Please confirm what you will be ordering  
**Delete**
5. Attachment G – 8.a.b.c. We don’t feel that we can respond either yes or not to these questions as we collateralize through the State. If we leave them blank and explain below, will we be considered non-compliant?  
**If you explain all your no or blank responses, you will be considered compliant.**
6. Attachment G – 14.a. Please clarify what “without delay” means? Are you requesting same day service?  
**Same day service**
7. Attachment G – 14.b. Please clarify what special services will be required  
**Delete**

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**All Addenda will become a part of the Contract Documents**

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**Southern Nevada Health District  
Response to Request for Proposal for  
Banking and Related Services  
SNHD-9-RFP-15-008  
Pricing proposal**

August 11, 2015

Submitted by:

Patrick Foley

Senior Vice President, Government Services Manager

702-247-5613

patrick.foley@wellsfargo.com

Mel Murray

Vice President, Relationship Manager

702-247-5615

murrayea@wellsfargo.com

Jess Whisnand

Senior Vice President, Treasury Management Consultant

702-791-6203

jesse.j.whisnand@wellsfargo.com



**Legend**

Items in red are services charged for by current bank that Wells Fargo does not charge for.  
 Items in blue are services that Wells Fargo charges for, that are not evident on the current bank's statement  
 Items in green are recommendations for changes to services that will result in a cost savings and/or be more efficient (see notes)

Please note volumes below were adjusted to reflect 1 account rather than 3 per SNHD's response.

|                                     |   | VOLUME | PRICE     | FEE        |
|-------------------------------------|---|--------|-----------|------------|
| <b>BALANCE RELATED SERVICES</b>     |   |        |           |            |
| <b>Current Bank Description</b>     | <b>Wells Fargo Description</b>                            |        |           |            |
| DEP INSURANCE-BANK ASSESSMENT       | RECOURPMENT MONTHLY (based on balance of \$16,628,000)    | 16,628 | \$0.1275  | \$2,120.07 |
| <b>DEPOSITORY SERVICES</b>          |   |        |           | 0          |
| ACCOUNT MAINTENANCE                 | ACCOUNT MAINTENANCE-CHEXSTORE                             | 1      | \$8.0000  | \$8.00     |
|                                     | STOP PAYMENT - ONLINE (DISCLOSURE ITEM ONLY)              | 0      | \$7.5000  | \$0.00     |
|                                     | ONLINE IMAGE VIEW < 90 DAYS - ITEM (DISCLOSURE ITEM ONLY) | 0      | \$0.0500  | \$0.00     |
|                                     | CEO SEARCH (DISCLOSURE ITEM ONLY)                         | 0      | \$0.5000  | \$0.00     |
| VAULT DEPOSIT                       | CV CASH ONLY OR CHECK ONLY DEPOSIT                        | 169    | \$0.6000  | \$101.40   |
| DEPOSITORY+ SUB ACCT MAINT          | N/A   | 0      | \$0.0000  | \$0.00     |
| RETURNS-CHARGEBACK                  | RETURN ITEM-CHARGEBACK                                    | 3      | \$1.5000  | \$4.50     |
| RETURNS-RECLEAR                     | RETURN ITEM REDOPOSITED                                   | 5      | \$0.6000  | \$3.00     |
| CKS DEP PRE-ENCODED ITEMS           | WHOLESALE LBX CHECKS DEPOSITED                            | 1,166  | \$0.0350  | \$40.81    |
| CKS DEP UN-ENCODED ITEMS            | WHOLESALE LBX CHECKS DEPOSITED                            | 948    | \$0.0350  | \$33.18    |
| <b>LEDGER OVERDRAFT PER DAY</b>     | N/A   | 10     | \$0.0000  | \$0.00     |
| DEBITS POSTED-ELECTRONIC            | DEBITS POSTED   | 22     | \$0.0350  | \$0.77     |
| CREDITS POSTED-ELECTRONIC           | ELECTRONIC CREDITS POSTED                                 | 288    | \$0.0250  | \$7.20     |
| <b>DEPOSIT ACCOUNT STATEMENTS</b>   | N/A   | 1      | \$0.0000  | \$0.00     |
| <b>GEN DISB CKS PD-IS FRONT IMG</b> | N/A   | 6      | \$0.0000  | \$0.00     |
| <b>LOCKBOX SERVICES</b>             |   |        |           |            |
| <b>WLXB IMAGE WEB MAINTENANCE</b>   | N/A   | 1      | \$0.0000  | \$0.00     |
| WLXB DEPOSIT PREP PER DEPOSIT       | WLXB DAILY DEPOSIT CUT                                    | 19     | \$1.5000  | \$28.50    |
| WLXB WALK-IN COURIER PKG ITEM       | WLXB REMIT PROCESSING EXPRESS MAIL                        | 11     | \$0.0000  | \$0.00     |
| WLXB COURIER DELIVERY OF PKG        | WLXB REMIT PROCESSING EXPRESS MAIL                        | 1      | \$0.0000  | \$0.00     |
| WLXB CORRESPONDENCE                 | WLXB CORRESPONDENCE /REJECTS                              | 17     | \$0.2500  | \$4.25     |
| WLXB DATA TRAN MAINT 1ST BOX        | WLXB TRANSMISSION MONTHLY BASE                            | 1      | \$75.0000 | \$75.00    |
| WLXB DATA TRANS PER ITEM            | WLXB TRANSMISSION PER ITEM                                | 796    | \$0.0150  | \$11.94    |
| WLXB DATA CAPTURE                   | WLXB VALUE ADDED KEYING                                   | 39,843 | \$0.0100  | \$398.43   |
| WLXB DOCUMENT RETURN PKG PREP       | WLXB PACKAGE US MAIL DELIVER                              | 1      | \$1.0000  | \$1.00     |
| WLXB IMAGE PROC PER ITEM            | WLXB DOCUMENTS SCANNED                                    | 370    | \$0.0500  | \$18.50    |
| WLXB SCANNABLE SORT PER ITEM        | WLXB ROUGH SORT 5 OR LESS                                 | 1,166  | \$0.0600  | \$69.96    |
| <b>WLXB SCANNABLE SORT MAINT</b>    | N/A   | 1      | \$0.0000  | \$0.00     |

SOUTHERN NEVADA HEALTH DISTRICT

| WLBX SCANNABLE PROC PER INV   | N/A** WE DO NOT CHARGE SEPARATELY FOR INVOICES... IF THESE ARE PAYMENTS PROCESSED RATHER THAN INVOICES PLS MOVE VOLUME TO CH | 1,006   | \$0.0000  | \$0.00   |
|---|--|---------|-----------|----------|
| WLBX IMAGE DOCUMENTS IMAGED   | WLBX DOCUMENTS SCANNED   | 4,292   | \$0.0500  | \$214.60 |
| WLBX SCANNABLE PROC PER ITEM  | WLBX STANDARD ITEM PROCESSED   | 796     | \$0.2800  | \$222.88 |
| WLBX IMAGE CD-ROM PER DISC  | WLBX IMAGE DVD   | 5       | \$65.0000 | \$325.00 |
| WLBX SCANNABLE LBX MAINT  | WLBX MONTHLY BASE  | 1       | \$75.0000 | \$75.00  |
| WLBX IMAGE WEB PER IMAGE  | WLBX DVD IMAGE   | 4,292   | \$0.1000  | \$429.20 |
| <b>Recommendation: Replace DVD with online image retention for 7 years. Per item would be 2 cents (reducing this element by 80% / (\$343.60) )</b>  |  |         |           |          |
| Recommendation: Add Online Decisioning to manage exception items / check only items, allowing your users to key missing account information creating a more accurate AR file. This optional service is \$100 per month. |  |         |           |          |
| WLBX NON-DEPOSITABLE TRANS  | WLBX CORRESPONDENCE/REJECTS  | 2       | \$0.2500  | \$0.50   |
|   | WLBX MICR DATA CAPTURE PER LINE  | 796     | \$0.0150  | \$11.94  |
|   | WLBX REMIT PROCESSING CASH (DISCLOSURE ITEM)   | 0       | \$5.0000  |          |
|   | WLBX POST OFFICE BOX RENTAL ANNUAL (Billed Once Annually at \$225)   | 1       | \$18.7500 | \$0.00   |
| <b>COMMERCIAL DEPS-CASH VAULT</b>   |  |         |           |          |
| CURR/COIN DEP/\$100-VLT   | CASH VAULT CURRENCY/COIN DEPOSITED   | 264,100 | \$0.0005  | \$132.05 |
| DEP CONDITIONING-SURCHG-VAULT   | N/A  | 8       | \$0.0000  | \$0.00   |
| MAIL NOTIFICATION-RECEIPT-VLT   | N/A  | 169     | \$0.0000  | \$0.00   |
|   | CASH VAULT DEPOSIT ADJUSTMENT (DISCLOSURE ITEM)  | 0       | \$10.0000 | \$0.00   |
|   | CASH VAULT MONTHLY BASE  | 1       | \$20.0000 | \$20.00  |
| <b>GENERAL ACH SERVICES</b>   |  |         |           |          |
| ACH MONTHLY MAINTENANCE   | ACH MONTHLY BASE   | 1       | \$25.0000 | \$25.00  |
| ACH MONTHLY MAINTENANCE   | ACH MONTHLY BASE   | 0       | \$25.0000 | \$0.00   |
| ACH INPUT-FILE  | ACH TRANSMISSION CHARGE  | 5       | \$2.0000  | \$10.00  |
| ACH INPUT-FILE  | ACH TRANSMISSION CHARGE  | 2       | \$2.0000  | \$4.00   |
| ACH BLOCKS AUTH INSTRUCTIONS  | ACH CEO FRAUD FILTER REVIEW - ITEM   | 7       | \$2.5000  | \$17.50  |
| ACH BLOCKS AUTH MAINTENANCE   | ACH FRAUD FILTER REVIEW MONTHLY BASE   | 3       | \$5.0000  | \$15.00  |
| ACH ORIGINATED ADDENDA  | ACH ORIGINATED - ADDENDA REC   | 4       | \$0.0200  | \$0.08   |
| ACH LV OFF US ITEMS   | ACH TWO DAY ITEM   | 6       | \$0.0200  | \$0.12   |
| ACH LV-MONTHLY MAINTENANCE  | N/A  | 1       | \$0.0000  | \$0.00   |
| ACH CONSUMER ON US CREDITS  | ACH TWO DAY ITEM   | 257     | \$0.0200  | \$5.14   |
| ACH CONSUMER OFF US CREDITS   | ACH TWO DAY ITEM   | 973     | \$0.0200  | \$19.46  |
| ACH CORPORATE ON US CREDITS   | ACH TWO DAY ITEM   | 22      | \$0.0200  | \$0.44   |
| ACH CORPORATE OFF US CREDITS  | ACH TWO DAY ITEM   | 76      | \$0.0200  | \$1.52   |
| ACH CREDIT RECEIVED ITEM  | ACH RECEIVED ITEM  | 287     | \$0.0250  | \$7.18   |
| ACH DEBIT RECEIVED ITEM   | ACH RECEIVED ITEM  | 41      | \$0.0250  | \$1.03   |
|   | ACH ONE DAY ITEM (DISCLOSURE ITEM ONLY - alternative to two day item)  |         |           |          |
|   | ACH RETURN SUBSCRIPTION - ACCOUNT  | 1       | \$20.0000 | \$20.00  |
|   | ACH RETURN CEO - RETURN SUBSCRIPTION ITEM  | 0       | \$0.0200  | \$0.00   |
|   | ACH NOC - INFO REPORTING ADVISE  | 0       | \$0.1500  | \$0.00   |
|   | ACH RET ITEM - INFO REPORTING ADVISE   | 0       | \$0.1500  | \$0.00   |

SOUTHERN NEVADA HEALTH DISTRICT

| ACH CEO SUBSCRIPTION (OPTIONAL ONLINE REPORTING FOR ORIGINATED ITEMS) |   | 1   | \$25.0000 | \$25.00 |
|---|---|-----|-----------|---------|
| <b>CONTROLLED DISBURSEMENTS</b>                                       | ACH CEO SUBSCRIPTION - ITEM   | 328 | \$0.0200  | \$6.56  |
|   | <b>NOTE - Delete rows 82, 83, 84 and 87 if SNHD is eliminating Controlled Disbursement. Standard checks paid will remain at \$00.05 without ContDis</b> |     |           |         |
|   | CONT DISB ACCT MAINT W/CXSTR  | 1   | \$50.0000 | \$50.00 |
|   | CEO CONT DISB SUBSCRIPTION BASE   | 1   | \$40.0000 | \$40.00 |
|   | CEO CONT DISB - ITEM  | 181 | \$0.0200  | \$3.62  |
|   | CONT DISB CKS PD-IS FRONT-IMG   | 26  | \$0.0500  | \$1.30  |
|   | CONT DISB CKS PAID-TRUNCATED  | 155 | \$0.0500  | \$7.75  |
|   | CONT DISB-FUNDING CREDITS   | 32  | \$0.3000  | \$9.60  |
|   | <b>WIRE TRANSFER</b>  |     |           |         |
|   | INCOMING DOMESTIC WIRE  | 1   | \$2.5000  | \$2.50  |
|   | <b>ACCOUNT RECONCILIATION</b>   |     |           |         |
|   | ARP FULL PPAY MAINT-PPR SUPP  | 1   | \$20.0000 | \$20.00 |
|   | ARP FULL PPAY INPUT PER ITEM  | 232 | \$0.0200  | \$4.64  |
|   | POSITIVE PAY MONTHLY BASE   | 1   | \$15.0000 | \$15.00 |
|   | PAYEE VALIDATION STANDARD - ITEM  | 232 | \$0.0100  | \$2.32  |
|   | PAYEE VALIDATION MANUAL REVIEW - ITEM   | 1   | \$0.2500  | \$0.25  |
|   | POSITIVE PAY EXCEPTIONS - ITEM (DISCLOSURE ITEM ONLY)   | 0   | \$5.0000  | \$0.00  |
|   | POSITIVE PAY EXCEPTION - CEO IMAGE  | 0   | \$0.2000  | \$0.00  |
|   | ARP RECON TRANS END OF CYCLE  | 1   | \$1.0000  | \$1.00  |
|   | ARP VOID CANCEL ITEMS   | 2   | \$0.0200  | \$0.04  |
|   | <b>REMOTE DEPOSIT SERVICES</b>  |     |           |         |
|   | REMOTE DEP-ACCOUNT MAINTENANCE  |     |           |         |
|   | <b>IMAGE</b>  |     |           |         |
|   | CD ROM MAINTENANCE  | 1   | \$25.0000 | \$25.00 |
|   | CD ROM PER IMAGE  | 181 | \$0.0200  | \$3.62  |
|   | CD ROM DISK   | 1   | \$15.0000 | \$15.00 |
|   | <b>Recommendation: Replace CD Rom with Image file to be delivered online via CEO rather than via mail. Cost neutral.</b>                                |     |           |         |
|   | <b>IMAGE MAINTENANCE CPO</b>  | 1   | \$0.0000  | \$0.00  |
|   | <b>Services Requested Not Currently Used</b>  |     |           |         |
|   | Deposit Location Reporting - Per Item   | 169 | \$0.0400  | \$6.76  |
|   | Desktop Deposit - Per Month   | 1   | \$25.0000 | \$25.00 |
|   | Desktop Deposit - Per Item Deposited  | 1   | \$0.0400  | \$0.04  |
|   | Desktop Deposit - Per Deposit   | 1   | \$0.6000  | \$0.75  |
|   | <b>MERCHANT CARD TRANSACTION/DOLLAR VOLUME</b>  |     |           |         |
|   | MasterCard  | 10  | \$0.0000  | \$0.00  |

SOUTHERN NEVADA HEALTH DISTRICT

|  |              |  |      |          |          |
|--|--------------|--|------|----------|----------|
|  | \$89,742.13  |  | 1081 | \$0.0300 | \$32.43  |
| <b>VISA</b>  |              |  | 10   | \$0.0000 | \$0.00   |
|  | \$401,987.60 |  | 6637 | \$0.0300 | \$199.11 |
| <b>Discover</b>  |              |  | 5    | \$0.0000 | \$0.00   |
|  | \$3,913.67   |  | 59   | \$0.0300 | \$1.77   |
| <b>DZ</b>  |              |  | 2    | \$0.0000 | \$0.00   |
|  | \$110.00     |  | 4    | \$0.0300 | \$0.12   |
| <b>PURCHASING CARDS</b>                                  |              |  |      |          | 0        |
| Health District does not currently have purchase cards.  |              | Please refer to attachment   | 200  | \$0.0000 | \$0.00   |
| Estimated usage is 200-400 cards, \$250,000 per quarter. |              |  | 300  | \$0.0000 | \$0.00   |
|  |              |  | 400  | \$0.0000 | \$0.00   |
|  |              |  |      |          | \$0.00   |
| <b>REMOTE CAPTURE</b>                                    |              |  |      |          | \$0.00   |
| Health District does not currently use check scanners.   |              | see rows 109-112   |      |          |          |
|  |              | Wells Fargo will purchase 10 scanners (Panini Vision 75 doc per minute) at no cost to SNHD. Additional scanners vary from \$374-\$924 depending on model | 10   | \$0.0000 | \$0.00   |
|  |              |  |      |          |          |
| <b>OTHER</b>   |              |  |      |          | \$0.00   |
| Conversion Cost*   |              | All setup charges for services above totalling \$1060 will be waived   | 1    | \$0.0000 | \$0.00   |





**State of Nevada  
Response to Request for Proposal for  
Merchant Bankcard Services  
RFP #3136**

**Part II – Cost Proposal**

January 9, 2015  
2:00 p.m. PT

Submitted by:

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**ATTACHMENT I  
RFP 3136 - COST SCHEDULE**

\*The fees for Services are included in the Pricing Terms found in following pages of our Cost Proposal. The processing fees listed below may not contain a comprehensive list of all fees for Services. Some of the items in the "Services Provided" column are unclear and do not match the descriptions for fees and services that WFMS utilizes. The Pricing Option is "Interchange plus fees". Many variables are required in order to calculate the exact fee associated with a transaction including but not limited to the transaction amount, card type and transaction type. Interchange includes all pass-through fees from Payment Networks which are updated periodically and effective upon the date implemented by the applicable Payment Network. These pass-through fees are incorporated in the following URL's:

- [Payment Networks Qualification Matrix https://www.wellsfargo.com/biz/credinterchangeplus](https://www.wellsfargo.com/biz/credinterchangeplus)
- [Payment Networks Pass-Through Fees https://www.wellsfargo.com/biz/merchantpassthroughfees](https://www.wellsfargo.com/biz/merchantpassthroughfees)
- [Wells Fargo Fixed Acquirer Network Fee for Visa® Accepting Merchants https://www.wellsfargo.com/visanetworkfee](https://www.wellsfargo.com/visanetworkfee)
- [PIN Debit Networks Fee Schedule \(if applicable\) https://www.wellsfargo.com/biz/merchantdebitfees](https://www.wellsfargo.com/biz/merchantdebitfees)

Based on the historical volumes noted in the RFP Overview on page 5 of this RFP, please provide a schedule of fees for the State of Nevada bank card processing. If necessary, each fee can be annotated with comments on a separate page. The State of Nevada current pricing has two major components: straight interchange (pass through) plus per item fees. However, the State would be amenable to the other pricing structures if they result in measurable savings. The table below permits vendors to price authorizations and settlements separately, **please refer to the Alt Pricing Tab to propose other pricing methodology**. Vendors may add an additional page(s) to fully explain the cost structures as they deem appropriate.

**Note: All fees applicable to these services must be included in this Exhibit (including any attachments)  
Agencies shall not incur any additional fees, with the exception of interchange (pass through) fees.  
All pricing provided in this Pricing Table shall be firm fixed pricing for the life of the contract.**

*This RFP is to service government entities - pricing should reflect government status*

**\*\* The total costs provided are for informational purposes only. The total costs calculation is based on the average monthly volume provided by the State of Nevada.**

| Services Provided   | Unit                                       | Price       | ~Avg. Monthly Volume | Total Costs** | Notes  |
|---|--|-------------|----------------------|---------------|--|
| Authorization fee: Visa/MC*                               | Per Authorization                          | \$0.03      | 197,234              | \$5,917.02    | Plus applicable Interchange and association fees           |
| Authorization fee: AMEX/Discover                          | Per Authorization                          | \$0.03      | 34,807               | \$1,044.21    | Plus applicable Interchange and association fees           |
| Statement Billing Fee (Paper Statement)                   | Per Location Per Month                     | \$10.00     |                      |               | Waived with online statement reporting                     |
| Settlement fee: Visa/MC                                   | Per Transaction                            |             | 197,234              |               |  |
| Settlement fee: AMEX/Discover                             | Per Transaction                            |             | 34,807               |               |  |
| Processing Fee Visa/MC authorization and settlement       | Per Transaction                            |             | 197,234              |               |  |
| Processing Fee Amex/Discover authorization and settlement | Per Transaction                            |             | 34,807               |               |  |
| Gateway Processing Fee                                    | Per Transaction                            | \$0.070     |                      |               | 41963 Up to 10k per month                                  |
| Gateway Processing Fee                                    | Per Transaction                            | \$0.065     |                      |               | 41963 Up to 50k per month                                  |
| Gateway Processing Fee                                    | Per Transaction                            | \$0.060     |                      |               | 41963 Up to 100k per month                                 |
| Gateway Processing Fee                                    | Per Transaction                            | \$0.055     | 245,342              | \$13,493.81   | 41963 Up to 250k per month                                 |
| Gateway Processing Fee                                    | Per Transaction                            | \$0.050     |                      |               | 41963 Over 250k per month                                  |
| Implementation Fee  | Per Gateway ID, up to 49                   | \$90.000    |                      |               | 41918 Gateway set up fee                                   |
| Implementation Fee  | One Time Fee for Block of 50 Gateway ID's  | \$1,500.000 |                      |               | 41918 Gateway "Block" set up fee                           |
| Implementation Fee  | One Time Fee for Block of 100 Gateway ID's | \$2,000.000 |                      |               | 41918 Gateway "Block" set up fee                           |
| Implementation Fee  | One Time Fee for Block of 200 Gateway ID's | \$2,500.000 |                      |               | 41918 Gateway "Block" set up fee                           |
| Implementation Fee  | One Time Fee for Block of 300 Gateway ID's | \$3,000.000 |                      |               | 41918 Gateway "Block" set up fee                           |
| Monthly Maintenance Fee                                   | Monthly Base Fee                           | \$500.000   | 1                    | \$6,000       | 41910 Gateway monthly maintenance fee                      |
| Monthly Maintenance Fee                                   | Per Gateway ID                             | \$2.000     | 200                  | \$4,800       | Gateway monthly maintenance fee per account                |
| Standard Reports  | Each                                       |             |                      |               |  |
| Customized Development                                    | Per Hour                                   |             |                      |               |  |
| Settlement Funds by Wire Transfer                         | Per Wire Transfer                          | N/A         | N/A                  | N/A           |  |
| Settlement Funds by ACH                                   | Per ACH Transfer                           | N/A         | N/A                  | N/A           |  |
| Chargeback Fee  | Per chargeback                             | \$5.00      |                      |               |  |
| Chargeback Fee  | Per Transaction                            | \$5.000     |                      | \$0.00        | Chargeback fee applied to each chargeback issued           |
| Echeck fee  | Per Transaction                            | \$0.120     | 13,296               | \$1,595.52    | 41964 Gateway E check ( ACH ) fee per item                 |
| Echeck Guarantee Service                                  | Per Transaction                            | N/A         |                      | #VALUE!       | Check Guarantee service can be                             |
| Hosted Payment Site                                       |  |             |                      | \$0.00        |  |
| <b>Other Fees</b>   | Per Fee                                    |             |                      | \$0.00        |  |
| Gateway Subscription Fee                                  | Per Use                                    | \$0.050     |                      |               | 41973 Use of token fee for on demand and recurring billing |
| ACH Vendor Set Up Fee                                     | Per Account                                | Waived      |                      |               | ES360 One time set up fee for E Check                      |
| ACH VENDOR MONTHLY BASE                                   | Per Account                                | \$15.00     |                      |               | ES283 Incidental ACH bank fee                              |
| ACH ONE DAY ITEM  | Per Transaction                            | \$0.020     |                      |               | ES211 Incidental ACH bank fee                              |
| ACH RETURN ITEM - DISHONORED                              | Per Item                                   | \$0.050     |                      |               | ES362 Incidental ACH bank fee                              |
| ACH PERFECT NOC PER ITEM                                  | Per Item                                   | \$0.010     |                      |               | 06230 Incidental ACH bank fee                              |

|                               |                                       |          |  |  |  |
|-------------------------------|---------------------------------------|----------|--|--|--|
| ACH TRANSMISSION CHARGE       | Per ACH Transmission                  | \$2.000  |  |  | ES801 Incidental ACH bank fee  |
| ACH NOC - TRANSMISSION ADVICE | Per ACH Transmission                  | \$0.100  |  |  | ES363 Incidental ACH bank fee  |
| AVS                           | Per card transaction, when applicable | \$0.010  |  |  | Address verification service   |
| Foreign Handling Fee          | Applied to gross transaction amount   | 0.100%   |  |  | Applies to foreign card transactions   |
| Non PCI Validation Fee        | Incidental monthly Fee per account    | \$25.000 |  |  | Monthly fee for non compliance   |
| Voice Authorization Fee       | Per attempt                           | \$0.500  |  |  | transaction charge   |
| Statement Fee                 | Per Account                           | \$10.000 |  |  | Waived with online statement reporting   |
|                               |                                       |          |  |  | Equipment can be provided to the State through the manufacturers, 3rd party vendors i.e. TASQ Technology as well as through Wells Fargo Merchant Services. The cost of equipment ranges depending on the type of equipment needed and the necessary capabilities. Wells Fargo would recommend 3rd party channels for front end POS equipment service and support, however we can provide quotes on the resale of such equipment through Wells Fargo vendor contracts at the time of request. |
| Equipment Purchase Fee        | Per unit cost                         | TBD      |  |  |  |
| Other Services                | Per Service                           |          |  |  |  |
| <b>TOTAL EST. ANNUAL COST</b> |                                       |          |  |  | <b>0</b>   |

\*The majority of transactions for the State settle within 24 hours and are not subject to a transaction downgrade. We are simply ensuring the fees are transparent to the State for ease of comparison.

**Please note vendors proposing tiered transaction pricing will contractually agree to set the pricing at the appropriate tier based on the total transaction count (processing and gateway) for the period January 1 - December 31 of the prior year. Therefore, the State will not permit the tier to reset at zero each calendar year.**

# COST SCHEDULE ALT.PRICING

| PER SERVICE FEE                         | EST. ANNUAL COST |
|---|------------------|
| SERVICES (List all applicable services) |                  |
| N/A                                     |                  |
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**\*\*\*\*FOR INFORMATIONAL PURPOSES ONLY\*\*\*\***

**Wells Fargo Merchant Services, L.L.C.- (WFMS - Pricing Terms)**

State of Nevada

Proposal Date: 08/12/14

eReceivables Consultant: Robert Gates

| Assumptions                    |   |
|--------------------------------|---|
| Credit Card Volume             | \$593,518,156   |
| Average Transaction Size       | \$331   |
| Number of Locations            | 360   |
| Anticipated Interchange Levels | Public Sector: 032 020/038<br>Internet: 020 089/077             |
| MCC Code                       | 9399 / 9311   |
| MCC Description                | GOVERNMENT SERVICES, NOT ELSEWHERE / TAX PAYMENTS               |
| Communications Method          | line charges quoted separately Frame Relay                      |
| Gateway                        | Other Gateway - Direct Bill to Client                           |
| Pricing Option                 | <b>Interchange + Assessments + Access Fees + Authorizations</b> |

**Credit Card Processing Fees <sup>1</sup>**  
**Interchange Plus the Following Fees:**

**\$0.03** On each Authorization/EDC attempt (as defined below) <sup>3</sup>

**\$0.00147 VI Access Fees** On each gross sales transaction

**\$0.0018 MC Access Fees** On each gross sales transaction

**PIN Debit & Electronic Benefits Transfer (EBT) Processing Fees**

\$0.03 Per PIN Debit Transaction (applies to completed and declined transactions)

EBT NOT ENTITLED

Applicable PIN Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined). Applicable PIN Debit Network Interchange fees are passed through on completed PIN Debit transactions only.

**American Express®** - See table below for American Express Pass-Through Fees and footnote 1 for any applicable Credit Card Processing Fees

**Applicable Fee Schedules: <sup>15</sup>**

Payment Networks Qualification Matrix <https://www.wellsfargo.com/biz/creditinterchangeplus>

Payment Networks Pass-Through Fees <https://www.wellsfargo.com/biz/merchantpassthroughfees>

Wells Fargo Fixed Acquirer Network Fee for Visa® Accepting Merchants <https://www.wellsfargo.com/visanetworkfee>

PIN Debit Networks Fee Schedule (if applicable) <https://www.wellsfargo.com/biz/merchantdebitfees>

Fee schedules are updated periodically. To obtain the current applicable fee schedules, please refer to the URLs above for more information. If you do not have internet access, please contact your Merchant Card Representative and request that a copy of the applicable fee schedules be mailed or faxed to you.

As noted in your Merchant Agreement, Payment Networks change their rates/fees from time to time. They are likely to revise rates/fees on 10/10/2014. To learn more about impacts to fee schedules resulting from Payment Network changes, please visit the URLs above or request an updated schedule.

**Other Processing Fees**

|  |    |       |                           |
|--|----|-------|---------------------------|
| Set-Up Fee   | \$ | -     | one time fee per location |
| Monthly Minimum Processing Fee <sup>14</sup>   | \$ | -     | per month                 |
| Chargeback Fee <sup>2</sup>  | \$ | 5.00  | per chargeback            |
| Monthly Service Fee (per location)   | \$ | -     | per month                 |
| Statement Billing Fee (Paper Statement) <sup>8</sup>                                     | \$ | 10.00 | per month                 |
| Voice Authorization Fee  | \$ | 0.50  | per attempt               |
| Annual Fee   | \$ | -     | per location              |
| Authorization/EDC Fee - Visa (Credit and Non-PIN Debit) <sup>3</sup>                     | \$ | 0.03  | per attempt               |
| Authorization/EDC Fee - MasterCard® (Credit and Non-PIN Debit) <sup>3</sup>              | \$ | 0.03  | per attempt               |
| Authorization/EDC Fee - Discover® Network Card (Credit and Non-PIN Debit) <sup>3,6</sup> | \$ | 0.03  | per attempt               |
| Authorization/EDC Fee - American Express OnePoint® (Credit) <sup>3,10</sup>              | \$ | N/A   | per attempt               |
| Interchange Clearing Fee <sup>18</sup>   |    |       |                           |
| Applies to Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit)            |    | N/A   | on gross sales volume     |
| Electronic Address Verification Service Fee  | \$ | 0.01  | per attempt               |
| Voice (Manual) Address Verification Fee  | \$ | 2.00  | per attempt               |
| Annual Compliance Support Fee <sup>5</sup>   | \$ | -     | per location              |
| PCI Compliance Service Program Fee <sup>13</sup>   | \$ | -     | per month, per location   |
| Non-validation PCI Compliance Fee <sup>13</sup>  | \$ | 25.00 | per month, per location   |
| Equipment Installation Fee   | \$ | -     | one time fee              |
| Foreign Handling Fee (on Visa/MasterCard foreign card transactions)                      |    | 0.10% | on foreign card sales     |

**\*\*\*\*FOR INFORMATIONAL PURPOSES ONLY\*\*\*\***

**Wells Fargo Merchant Services, L.L.C.- (WFMS - Pricing Terms)**

State of Nevada

Proposal Date: 08/12/14

eReceivables Consultant: Robert Gates

| Assumptions                    |   |
|--------------------------------|---|
| Credit Card Volume             | \$593,518,156   |
| Average Transaction Size       | \$331   |
| Number of Locations            | 360   |
| Anticipated Interchange Levels | Public Sector: 032 020/038<br>Internet: 020 089/077             |
| MCC Code                       | 9399 / 9311   |
| MCC Description                | GOVERNMENT SERVICES, NOT ELSEWHERE / TAX PAYMENTS               |
| Communications Method          | line charges quoted separately      Frame Relay                 |
| Gateway                        | Other Gateway - Direct Bill to Client                           |
| Pricing Option                 | <b>Interchange + Assessments + Access Fees + Authorizations</b> |

**Other Processing Fees Continued**

|   |                     |
|---|---------------------|
| Non Bank Card Authorization <sup>7</sup><br>Applies only to American Express (ESA/EDC), Discover EDC (Discover EDC not applicable on Discover Network Card Sales)                 | \$ 0.03 per attempt |
| Non Bank Card Capture Fee<br>Applies only to American Express (ESA/EDC), American Express - split dial, Discover EDC (Discover EDC not applicable on Discover Network Card Sales) | \$ - per attempt    |
| Terminal Reprogramming Fee (Terminal) - Applies to Customer Owned Terminals Only  | \$ 75.00 per unit   |
| Terminal Reprogramming Fee - Integrated Terminal - Applies to Customer Owned Integrated Terminals Only  | \$ 150.00 per unit  |
| Security Swap Fee for PIN Debit - Applies to Customer Owned PIN Pads Only   | \$ 125.00 per unit  |
| Card Imprinter Option   | no imprinter        |
| Rush Shipping Option  | N/A                 |

**American Express Pass-Through Fees <sup>9</sup>**

|  |                                 |
|--|---------------------------------|
| Industry Type  | N/A                             |
| American Express Discount Rate <sup>11,17</sup>                          | on Gross American Express sales |
| American Express Transaction Fee   | N/A per transaction             |
| American Express Prepaid Discount Rate <sup>11,17</sup>                  | on Gross American Express sales |
| American Express Prepaid Transaction Fee                                 | N/A per transaction             |
| American Express Monthly ESA Processing Fee (per location) <sup>12</sup> | N/A per month                   |
| American Express Non-Compliance Fee (if applicable) <sup>16</sup>        | on Gross American Express sales |

- 1) The Credit Card Processing Fees will apply to American Express OnePoint Clients that are priced using the Interchange + Assessments + Authorizations; Interchange + Assessments + Rate + Authorizations; Interchange + Assessments + Authorizations + Debit (PIN and Non-PIN); and Interchange + Assessments + Rate + Authorizations + Debit (PIN and Non-PIN) pricing methods. "Discover Network Cards" as used herein refers to the authorization, processing and settlement of Discover Network Cards. "Discover EDC" as used herein refers to the use of our services for authorization and/or capture of Discover Network Cards only.
- 2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that Client will not be subject to a chargeback or debit.
- 3) Authorization/EDC Fee applies to all Visa, MasterCard, Discover Network Card and American Express OnePoint approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees.
- 5) The Annual Compliance Support Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.
- 6) Discover Authorization/EDC Fee applies to Clients that process transactions using Discover Network Cards.
- 7) Non Bank Card Authorization Fee applies to all approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries and batch entry transactions.
- 8) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement online instead of receiving a paper copy by mail. After Business Track access has been activated, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If Business Track access is terminated by Client or as a result of inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee. Enroll anytime at [businesstrack.com](http://businesstrack.com).
- 9) American Express Processing Fees are listed separately in the American Express Pass-Through Fees table and will be billed as separate line items. These fees are defined according to American Express criteria as set by industry type (MCC). Changes to the American Express Discount Rate are at the discretion of American Express, including changes to industry type criteria based on MCC. "American Express OnePoint" refers to the authorization, processing and settlement of American Express Cards. "American Express (ESA/EDC) and Split Dial" refer to the use of our services for authorization and/or capture of American Express Cards only.
- 10) American Express OnePoint Authorization/EDC Fee applies to Clients that process transactions using American Express OnePoint.
- 11) Retail, Restaurant, and Travel Agency/Tour Operator Clients processing under the American Express OnePoint Program or the American Express ESA Program, using either a Credit or Prepaid Card, will be charged a 0.30% downgrade fee whenever a Card Not Present transaction occurs.

**\*\*\*\*FOR INFORMATIONAL PURPOSES ONLY\*\*\*\***

**Wells Fargo Merchant Services, L.L.C.- (WFMS - Pricing Terms)**

**State of Nevada**

**Proposal Date: 08/12/14**

**eReceivables Consultant: Robert Gates**

| <b>Assumptions</b>             |   |
|--------------------------------|---|
| Credit Card Volume             | \$593,518,156   |
| Average Transaction Size       | \$331   |
| Number of Locations            | 360   |
| Anticipated Interchange Levels | Public Sector: 032 020/038<br>Internet: 020 089/077             |
| MCC Code                       | 9399 / 9311   |
| MCC Description                | GOVERNMENT SERVICES, NOT ELSEWHERE / TAX PAYMENTS               |
| Communications Method          | line charges quoted separately                                  |
| Gateway                        | Frame Relay<br>Other Gateway - Direct Bill to Client            |
| Pricing Option                 | <b>Interchange + Assessments + Access Fees + Authorizations</b> |

12) Clients processing under the American Express ESA program will be charged the Monthly ESA Processing Fee if Client is Internet-Physical Delivery, Mail Order/Telephone Order (MOTO) or Home-based business (regardless of estimated charge volume). Should Client no longer meet the Monthly ESA Processing Fee criteria, American Express shall automatically adjust Client's pricing to the applicable industry discount rate and transaction fee (if applicable). Client will only be charged by American Express: (1) the Monthly ESA Processing Fee; or (2) the applicable industry discount rate; or (3) the applicable industry discount rate and transaction fee.

13) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 4 Clients who utilize a gateway or value added reseller (VAR). The program includes access to TrustKeeper, a Trustwave PCI Compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting <https://pci.trustwave.com/wellsfargo>. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.

14) If the total discount fee for Visa, MasterCard and Discover Network Card transactions in a given month is less than the Monthly Minimum Processing Fee, then in addition to the total discount fee Client will be charged an amount equal to the Monthly Minimum Processing Fee minus the total discount fee.

15) Dues, assessments and pass-through fees are disclosed in the schedules referenced under the "Applicable Fee Schedules" section and the related footnote.

16) The American Express Non-Compliance Fee is determined solely by American Express and is applicable, but not limited to, an electronic authorization that is not obtained at the time of sale or a Client using a non-compliant POS device.

17) For Clients processing under the American Express OnePoint Program or the American Express ESA Program, using either a Credit or Prepaid Card, an Inbound Fee of 0.40% will be applied to any transaction using an American Express Card issued by an issuer located outside of the United States. This fee will not apply to Clients in the Education industry within the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).

18) The Interchange Clearing Fee (ICF) will be charged on transactions that may be considered higher risk and/or are processed at a higher expense level. These types of transactions can be identified on Client's Payment Networks Qualification Matrix by looking at the "ICF applies" column. If the interchange program level has been identified by a "YES" in this column, then the ICF will apply to that type of transaction.

If Client has selected to accept TeleCheck Services, see Part III - Section 1 of the Program Guide for the terms and conditions. If applicable, the Additional Services page will contain the fees and rates billed to Client by TeleCheck.

If Client does not follow proper authorization procedures, a \$50 chargeback handling fee will be assessed on MasterCard transactions.

American Express may charge Client an excessive disputes fee in the amount of \$5 for each Disputed Charge if Client is in American Express' Immediate Chargeback Program or \$15 for each Disputed Charge if Client is not in the Immediate Chargeback Program.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 180 days from the proposal date stated above.

See Section 40.3 of the Program Guide for early termination fees.

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling, and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

**\*\*\*\*FOR INFORMATIONAL PURPOSES ONLY\*\*\*\***

**Wells Fargo Merchant Services, L.L.C.- (WFMS - Pricing Terms)**

**State of Nevada**

**Proposal Date: 08/12/14**

**eReceivables Consultant: Robert Gates**

| <b>Assumptions</b>             |   |
|--------------------------------|---|
| Credit Card Volume             | \$593,518,156   |
| Average Transaction Size       | \$331   |
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| Anticipated Interchange Levels | Public Sector: 032 020/038<br>Internet: 020 089/077             |
| MCC Code                       | 9399 / 9311   |
| MCC Description                | GOVERNMENT SERVICES, NOT ELSEWHERE / TAX PAYMENTS               |
| Communications Method          | Frame Relay   |
| Gateway                        | Other Gateway - Direct Bill to Client                           |
| Pricing Option                 | <b>Interchange + Assessments + Access Fees + Authorizations</b> |

**Additional Notes:**

**Terms and Conditions of WFMS - Pricing Terms:**

- 1) Pricing assumes no material change from the pricing parameters provided to WFMS. Pricing may require a re-evaluation if the pricing parameters change.

| <b>Card Type</b>  | <b>Annual Net Sales Volume</b> | <b>Annual Net Transactions</b> | <b>Average Ticket</b> |
|-------------------|--------------------------------|--------------------------------|-----------------------|
| Visa / MasterCard | \$593,518,156                  | 1,793,309                      | \$330.96              |
| T & E             | \$43,221,021                   | 130,592                        | \$330.96              |
| PIN Debit         | \$280,914,342                  | 852,119                        | \$329.67              |

- 2) Should any terminal require a reprogramming for credit card, non-bankcards or debit cards, the reprogramming charge is \$75 per terminal and \$150 per terminal with an integrated PIN Pad. This price includes download and telephone training. Customer owned PIN Pads require encryption and are charged a security swap fee of \$125 per PIN Pad.
- 3) This pricing proposal assumes that The State of Nevada will utilize First Data Merchant Services' North authorization network and First Data Merchant Services' North settlement/reporting platform.
- 4) Should The State of Nevada require development needs of unique functionalities outside of certification, The State of Nevada will be billed \$85 per hour of programming needed.
- 5) On-site service, outside of training provided by the Relationship Manager, will be billed at a rate of \$70 per hour. Travel related costs will be passed through to The State of Nevada.
- 6) The fees for Services set forth in this Agreement may be adjusted to reflect increases or new fees imposed by Card Organizations, including without limitation, interchange, assessments and other Card Organization fees, or to pass through increases or new fees charged to us by third parties related to the Services. All such adjustments shall be your responsibility to pay and shall become effective upon the date any such change or addition is implemented by the applicable Card Organization or third party as specified in our notice to you.

| <b>Processing Solutions</b> |                 |                         |                      |
|-----------------------------|-----------------|-------------------------|----------------------|
| <b>Type</b>                 | <b>Quantity</b> | <b>Financing Method</b> | <b>Total w/o TAX</b> |
| Pay Point Gateway           |                 | Customer Owned          | N/A                  |
| VAR PIN Pads                |                 | Customer Owned          | N/A                  |





# Wells Fargo Treasury Management Pricing

## State of Nevada

Pricing as of Jan 2015

| <u>AFP Code</u>               | <u>Service Description</u> | <u>Charge Basis</u>               | <u>Price</u>          |
|-------------------------------|----------------------------|-----------------------------------|-----------------------|
| <b>MERCHANT CARD SERVICES</b> |                            |                                   |                       |
| 41910                         | 079999                     | PMT GATEWAY MONTHLY BASE          | \$500.00              |
|                               |                            | PER GATEWAY ID                    | Account \$2.00        |
| 41963                         | 079999                     | PMT GATEWY CREDIT CARD TRANS A    | Transaction Aggregate |
|                               |                            | Up to 10000                       | \$0.07                |
|                               |                            | Up to 50000                       | \$0.065               |
|                               |                            | Up to 100000                      | \$0.06                |
|                               |                            | Up to 250000                      | \$0.055               |
|                               |                            | 250001+                           | \$0.05                |
| 41964                         | 079999                     | PMT GATEWY ELECTRONIC CHK TRANS A | Transaction \$0.12    |
| 41973                         | 079999                     | PMT GATEWY SUBSCRIPTION TRANS A   | Transaction \$0.05    |
| <b>GENERAL ACH SERVICES</b>   |                            |                                   |                       |
| ES283                         | 250000                     | ACH VENDOR MONTHLY BASE           | Company ID \$15.00    |
| ES211                         | 250102                     | ACH ONE DAY ITEM                  | Transaction \$0.02    |
| ES362                         | 250311                     | ACH RETURN ITEM - DISHONORED      | Transaction \$0.05    |
| ES801                         | 250501                     | ACH TRANSMISSION CHARGE           | Batch/file \$2.00     |
| ES363                         | 250302                     | ACH NOC - TRANSMISSION ADVICE     | Transaction \$0.10    |
| 06230                         | 251070                     | ACH PERFECT NOC PER ITEM          | Transaction \$0.01    |
| <b>Setup Charges</b>          |                            |                                   |                       |
| 41918                         | 079999                     | PMT GATEWAY SET UP - BASIC        |                       |
|                               |                            | FIRST 49 ID'S                     | Account \$90.00       |
|                               |                            | BLOCK OF 50 ID'S                  | \$1,500.00            |
|                               |                            | BLOCK OF 100 ID'S                 | \$2,000.00            |
|                               |                            | BLOCK OF 200 ID'S                 | \$2,500.00            |
|                               |                            | BLOCK OF 300 ID'S                 | \$3,000.00            |
| ES360                         | 251000                     | ACH VENDOR SETUP                  | Setup \$0.00          |

**ATTACHMENT J – COST PROPOSAL CERTIFICATION OF COMPLIANCE  
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES       ✓       I agree to comply with the terms and conditions specified in this RFP.

NO                      I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

**Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.**

Wells Fargo Merchant Services, LLC

Company Name

Signature

Joseph Pisciotta

Print Name

10/2/14

Date

**Vendors MUST use the following format.** Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

| EXCEPTION # | RFP SECTION NUMBER | RFP PAGE NUMBER | EXCEPTION<br>(Complete detail regarding exceptions must be identified) |
|-------------|--------------------|-----------------|--|
|             |                    |                 |  |
|             |                    |                 |  |

**ASSUMPTION SUMMARY FORM**

| ASSUMPTION # | RFP SECTION NUMBER | RFP PAGE NUMBER | ASSUMPTION<br>(Complete detail regarding assumptions must be identified) |
|--------------|--------------------|-----------------|--|
|              |                    |                 |  |
|              |                    |                 |  |

**This document must be submitted in Tab III of vendor's cost proposal.**

**This form MUST NOT be included in the technical proposal.**

## Wells Fargo Merchant Services Wells Fargo Pricing Addendum

**Business Legal Name:** State of Nevada

**Merchant Account Number(s):** <Merchant Number>

**Date:**

We are updating your account(s) to include the additional fees listed below. These fees were not disclosed in the Pricing Terms provided in the RFP No. 3136; Contract for Merchant Services, executed between the State of Nevada and Wells Fargo Merchant Services L.L.C and Wells Fargo Bank, N.A. In addition to the current fees for "Services" disclosed in your *Wells Fargo Merchant Agreement* ("Agreement"), the fee listed below will be added to your Agreement.

### Wells Fargo Merchant Services Fees

| Fee description  | Purchase Option   | Fee amount                    |
|--|-------------------|-------------------------------|
| First Data 130 Duo   | Purchase          | \$335.00 per Terminal         |
| First Data FD130   | Purchase          | \$423.00 per Terminal         |
| VeriFone Vx520   | Purchase          | \$423.00 per Terminal         |
| First Data 200Ti   | Purchase          | \$585.00 per Terminal         |
| First Data 200Ti WiFi  | Purchase          | \$645.00 per Terminal         |
| First Data 300Ti   | Purchase          | \$545.00 per Terminal         |
| FD-410 GPRS EMV (Wireless)   | Purchase          | \$699.00 per Terminal         |
| First Data FD35 EMV  | Purchase          | \$180.00 per PIN Pad          |
| VeriFone 1000SE PCI PED-2  | Purchase          | \$125.00 per PIN Pad          |
| MagTek USB - Wedge Reader  | Purchase          | \$125.00 per Reader           |
| First Data 130 Duo   | Purchase          | \$29.96 per Month/Terminal    |
| First Data FD130   | Rental            | \$31.96 per Month/Terminal    |
| VeriFone Vx520   | Rental            | \$34.96 per Month/Terminal    |
| First Data 200Ti   | Rental            | \$34.99 per Month/Terminal    |
| First Data 200Ti WiFi  | Rental            | \$38.99 per Month/PIN Pad     |
| FD-410 GPRS EMV (Wireless)   | Rental            | \$37.99 per Month/PIN Pad     |
| First Data FD35 EMV  | Rental            | \$12.96 per Month/PIN Pad     |
| VeriFone 1000SE PCI PED-2  | Rental            | \$12.96 per Month/PIN Pad     |
| First Data 130 Duo   | Rental            | \$29.96 per Month/Terminal    |
| PayPal PayFlow Pro/Authorized.net: Any resold gateway (Gateway Purchased through WFMS) | Monthly Fee       | \$10.00 per account per month |
| Authorize.net/PayFlow Pro Authorization Fee  | Per Authorization | \$0.05 per authorization      |

The above described pricing constitutes an amendment to the Agreement and such pricing shall be effective as of the date of this *Wells Fargo Pricing Addendum* is signed by you below. If you have any questions about these fees, please contact your Wells Fargo relationship manager or merchant card representative.

Any applicable fees or costs not specifically mentioned above remain the same and in full force and effect. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect;

**provided however**, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this *Wells Fargo Pricing Addendum*, the terms and conditions of this *Wells Fargo Pricing Addendum* shall govern, prevail, and control. All references to the Agreement shall include this *Wells Fargo Pricing Addendum*.

By signing below, I acknowledge and agree to the addition of the fees listed above to the Agreement.

**Merchant signature:** Tara R. Hagan **Date:** 7/27/15

**Printed name:** Tara R. Hagan **Title:** Chief Deputy Treasurer



Treasury Management

# Proposal for Southern Nevada Health District WellsOne® Commercial Card

08/01/2015

- Today's economy challenges us to do more with less, and the WellsOne® Commercial Card offers a comprehensive expense management solution that increases efficiency, reduces costs and unlocks working capital.
- Use one card and one platform for your employee spending, travel, general procurement, Accounts Payable disbursements, and more.
- Implement an end-to-end, electronic B2B payables solution for your company.
- Integrate data to your ERP or back-office system or view through Commercial Electronic Office (CEO) portal.
- Utilize real-time fraud monitoring and \$100,000 per card liability protection against unauthorized employee purchases.

## Revenue share program:

- Revenue share is paid out on an annual basis and is calculated and applied retroactively by multiplying the applicable revenue share bps times qualified annual spend for the previous year. Revenue share will be paid via ACH into your Wells Fargo checking account at the end of the month following your yearly anniversary. Please see your rebate schedule below for more detailed information:

### Qualified annual spend

|  |              |                 |                |
|--|--------------|-----------------|----------------|
| <b>Annual Volume Tiers</b>   |              | Charge Cycle:   | <b>Monthly</b> |
|  |              | Days to Pay:    | <b>7</b>       |
|  |              | Avg Trans Size: | <b>\$150</b>   |
| \$3,000,000  | \$4,499,999  | Basis Points**: | 90             |
| \$4,500,000  | \$5,999,999  | Basis Points**: | 103            |
| \$6,000,000  | \$8,999,999  | Basis Points**: | 111            |
| \$9,000,000  | \$11,999,999 | Basis Points**: | 117            |
| \$12,000,000   | \$14,999,999 | Basis Points**: | 123            |
| \$15,000,000   | And Above    | Basis Points**: | 131            |
| <b>Qualified Large Ticket Revenue Share Schedule (Basis Points)*</b> |              |                 | <b>60</b>      |

\* Qualified Large Ticket Transactions shall be segregated from the calculation of the qualified annual spend and paid out based on the schedule above.

\*\* Basis points equal 0.01%.

Together we'll go far



## Fee schedule:

|   |                                   |   |
|---|-----------------------------------|---|
| <b>One-Time Fee</b>   | <b>Set-Up Fee</b>                 | \$3,000 - Waived  |
|   | <b>On-Site Implementation Fee</b> | Not Selected  |
| <b>Recurring Fees*</b>                                      | <b>Program Maintenance</b>        | \$200* / Month  |
|   | <b>Card Issuance</b>              | \$20 / Card   |
|   | <b>Transaction Fee</b>            | Waived  |
|   | <b>CCER Reporting Solution</b>    | Waived  |
| <b>Optional Features</b>                                    | <b>Receipt Imaging</b>            | \$500 / One-Time Setup<br>\$0.05 / Per Imaged Page / Year 1<br>\$0.03 / Per Imaged Page / Years 2-7 |
|   | <b>Card Artwork/Logo</b>          | \$450.00  |
| <b>Miscellaneous</b>  | <b>Applicable only if used</b>    | Cash Advance Fee: 2% / \$2 Minimum  |
|   |                                   | Cross Border Transaction Fee: 1% / Transaction  |
|   |                                   | Manual Reports: \$175.00 / Report   |
|   |                                   | Rush Card: \$10.00 / Incident   |
|   |                                   | Phone Re-Training: \$175.00 / Incident  |
|   |                                   | Custom Data Solutions Build / Set-Up: \$100.00 / Hour   |
|   |                                   | Custom Data Solutions Maintenance Fee: \$100.00 / Month   |
| Custom Data Solutions Transaction Fee: \$5.00 / Transaction |                                   |   |

**Conditions:** Any fees marked above with an asterisk will be waived for a 6 month ramp-up period and for any month in which both the minimum thresholds of \$40,000 monthly net purchase volume and \$150 average transaction size are satisfied.

\*\* This pricing proposal is valid for 180 day(s) from 08/01/2015: **proposal is valid until 1/28/2016.**

\*\* A WellsOne® Commercial Card program is subject to credit underwriting and approval. This proposal presents indicative program pricing only and is not an offer or commitment to extend credit.



INSTITUTIONAL RETIREMENT & TRUST  
TRUST AND CUSTODY FEE ESTIMATE

Estimate Date: 7/31/2105

Prospect Name: Southern Nevada Health District

|  | Market Value | Basis Points | Total   |
|--|--------------|--------------|---------|
| Domestic Separately Managed & Mutual Collective/Common F | 20,000,000   | 3.000        | \$6,000 |

|  |          |  |                |
|--|----------|--|----------------|
| <b>Total Administration Fees - Asset Based</b> | <b>0</b> |  | <b>\$6,000</b> |
|--|----------|--|----------------|

|                                  | Relationship | Per Relationship | Total |
|----------------------------------|--------------|------------------|-------|
| Trust Portfolio Reporting (TPR)  | 1            | Included         | \$0   |
| Trust Information Delivery (TID) | 1            | Included         | \$0   |

|  |  |  |            |
|--|--|--|------------|
| <b>Total CEO Web-Based On-Line Reporting Fees<br/>(Commercial Electronic Office)</b> |  |  | <b>\$0</b> |
|--|--|--|------------|

|                                  | Accounts | Per Account | Total |
|----------------------------------|----------|-------------|-------|
| Accounting & Reporting - Level 2 | 1        | \$500.00    | \$500 |

|  |  |  |              |
|--|--|--|--------------|
| <b>Total Accounting &amp; Reporting Fees</b> |  |  | <b>\$500</b> |
|--|--|--|--------------|

|   | Transactions | Per Transaction | Total |
|---|--------------|-----------------|-------|
| Domestic Depository Settlements                             | 0            | \$10.00         | \$0   |
| Mutual Fund Settlements                                     | 0            | \$10.00         | \$0   |
| Free Receives / Delivers - physical                         | 0            | \$250.00        | \$0   |
| Derivative Transactions                                     | 0            | \$10.00         | \$0   |
| Domestic Equity/Treasury/Bond/ADR Income Payments           | 0            | \$0.00          | \$0   |
| Principal & Interest Payments - Pooled Assets               | 0            | \$0.00          | \$0   |
| Principal & Interest Payments - CMO/Mortgage Backed Securit | 0            | \$5.00          | \$0   |
| Principal & Interest Payments - Physically Held Assets      | 0            | \$35.00         | \$0   |
| Callable Bond Transactions                                  | 0            | \$20.00         | \$0   |
| Closely Held Assets (Buy/Sell/Receive/Deliver)              | 0            | \$275.00        | \$0   |
| Physical Assets (Buy/Sell)                                  | 0            | \$175.00        | \$0   |
| Wires (Outbound)  | 0            | \$10.00         | \$0   |
| Wires (Inbound)   | 0            | \$0.00          | \$0   |
| Other Cash Disbursements (Check/ACH)                        | 0            | \$8.00          | \$0   |

|                               |  |  |            |
|-------------------------------|--|--|------------|
| <b>Total Transaction Fees</b> |  |  | <b>\$0</b> |
|-------------------------------|--|--|------------|

|                          |  |  |                |
|--------------------------|--|--|----------------|
| <b>Total Annual Fees</b> |  |  | <b>\$6,500</b> |
|--------------------------|--|--|----------------|

|                           |  |  |                 |
|---------------------------|--|--|-----------------|
| <b>Annual Minimum Fee</b> |  |  | <b>\$10,000</b> |
|---------------------------|--|--|-----------------|



## INSTITUTIONAL RETIREMENT & TRUST TRUST AND CUSTODY FEE ESTIMATE

**Estimate Date:** 7/31/2105

**Prospect Name:** Southern Nevada Health District

---

**Notes:**

This fee is guaranteed for three years from the effective date of the Fee Agreement.

The figures above are intended as a "good faith estimate". The "Total" column above is an estimate arrived at by applying "Unit Prices" to projections of asset size, number of accounts and transactions. This service level activity was determined from information provided and/or derived from the Prospect/Consultant pricing request. Total fees will vary based on actual volumes.

The "Unit Prices" quoted above are valid for 120 days following the "Estimate Date". If there are any material changes to the proposed structure, asset base or volumes, or should the Prospect fail to transfer any assets scheduled for receipt by Wells Fargo within 90 days of the effective date of the Fee Agreement, Wells Fargo reserves the right to redefine fees and/or service conditions.

No Administration Fee or Fund Settlement Transaction Fee will be assessed for assets held in a Wells Fargo Advantage Fund, Wells Fargo Collective Fund, or Wells Fargo Bank Depository Fund sweep vehicles.

There is no charge for the collection of interest income and dividends - although there is a charge for principal paydowns.

Domestic depository settlements (DTC and FED) include all buys, sells, calls, maturities and free receive/deliver for assets, including EFT's and ADR's. These settlement charges are also assessed in converting and de-converting situations.

This fee estimate does not contemplate any separately managed global assets, for which a separate fee schedule would be in effect, that would include asset based administration and settlement transactions by country.

There is no out-of-pocket investment management charge for the WFA money market sweep vehicles. The expense ratio, as indicated by the fund prospectus, is net from the gross investment performance. A prospectus is available upon request.

Invoices will be generated in the month following each calendar quarter and the fees will be charged to the account.

This Fee Estimate is confidential and intended only for the sole use of the Prospect named above.



# Bank Safekeeping Fee Schedule

Wells Fargo Securities customers have the option of selecting Wells Fargo Bank, N.A., for safekeeping services. The following standard fee schedule applies to safekeeping services provided by Wells Fargo Bank.

**Monthly Account Maintenance\*** ..... \$50

**Monthly Security Holdings per CUSIP**

Asset and Mortgage-Backed Securities .....\$8

All Other Security Types.....\$2

**Security Pledges**

(Initiating, Substituting, and Releasing Securities) .....\$30

**Wires**..... \$30

**Third Party Security Delivery\*\***

Receiving or Delivering a Security..... \$50

**Physical Securities Registration/Clearance**.....\$500

**Miscellaneous Services**

Additional fees may be charged for any additional out of pocket expenses.

**Discounts and payment options**

All new custody and safekeeping accounts benefit from waived custody or safekeeping fees for the first two months. Other discounting or exception pricing may apply.

Fees are typically charged on a monthly basis and you may select one of the following payment options:

- ACH
- Custody or Safekeeping Account Debit
- WFBNA Account Analysis Charge

\*Applies to accounts with low trading activity

\*\*Applies to transactions with a third party delivered to/from Wells Fargo Securities

Wells Fargo Securities and WFBNA reserves the right to change the fees on this schedule at any time upon thirty (30) days written notice to customers. A statement of fees charged will be included in customers' account statement.

The fee schedule is effective 04/01/15.

**For more information**

Your dedicated Wells Fargo investment representative is available to answer other questions you may have.

Wells Fargo Securities is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

**Investments: NOT FDIC Insured • May Lose Value • No Bank Guarantee**







**Southern Nevada Health District  
Response to Request for Proposal for  
Banking and Related Services  
SNHD-9-RFP-15-008  
Technical proposal**

August 11, 2015

Submitted by:

Patrick Foley

Senior Vice President, Government Services Manager

702-247-5613

patrick.foley@wellsfargo.com

Mel Murray

Vice President, Relationship Manager

702-247-5615

murrayea@wellsfargo.com

Jess Whisnand

Senior Vice President, Treasury Management Consultant

702-791-6203

jesse.j.whisnand@wellsfargo.com



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## **Appendix**

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## **Tab 1. Cover letter**

Please find our cover letter and Attachment A following this page. Please note, as a federally chartered bank, Wells Fargo Bank, N.A. is exempt from the State of Nevada license requirement. At the local level, this location is in unincorporated Clark County and outside the city limits of Las Vegas. Clark County does not require federally chartered banks to obtain a local business license.



**Wells Fargo Bank, N.A.**  
6325 S. Rainbow Boulevard  
Suite 210  
Las Vegas, NV 89118  
wellsfargo.com

August 11, 2015

Loni Benard  
Southern Nevada Health District  
Finance Department  
Materials Management Supervisor  
P.O. Box 3902  
Las Vegas, NV 89127

Dear Loni:

Wells Fargo Bank, N.A. (“Wells Fargo”) is pleased to present our response to the Southern Nevada Health District (“Health District”) Request for Proposal SNHD-9-RFP-15-008 to provide General Banking Services. After careful evaluation of the Health District’s requirements and objectives, we believe that our response offers a comprehensive solution for your day-to-day needs, as well as a practical approach to moving the Health District to additional electronic processing.

We are recognized as the #1 provider of banking technology solutions in North America. We were rated as the Best Bank for Payments and Collections in North America by *Global Finance* magazine for the second year in a row in their World’s Best Treasury & Cash Management Providers competition for 2011.

When selecting a financial services provider, safety and stability are of paramount importance. We hold one of the highest ratings of any financial services company, “A2,” from *Moody’s Investors Service*, “A+” from *Standard & Poor’s Rating Service*, and “AA-” from *Fitch*.

We understand that in today’s economic environment, the Health District’s budget may not have ample resources to support a banking services transition or an upgrade in technology. On the other hand, we believe that a governing theme in the RFP was the desire to gain efficiencies from electronic processing. To assist the Health District in achieving your goals we will provide:

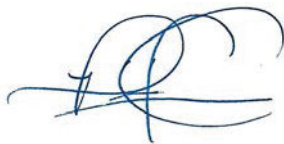
- Up to \$10,000 worth of Desktop Deposit® scanning devices as part of our implementation of an electronic check deposit program.
- A supply and setup reimbursement to offset all the necessary supplies and setup costs that the Health District may incur during conversion.



In addition, we will provide 0.40%, which is at current market rate.

We want to earn your business. We have priced our services competitively and believe we provide the best economic value for the Health District. Should you have any questions about any aspect of this proposal, please do not hesitate to contact Patrick Foley at 702-247-5613 or Mel Murray at 702-247-5615. We look forward to the Health District's evaluation of our RFP response and welcome the opportunity to provide the Health District with an onsite presentation of our services. We appreciate your consideration of Wells Fargo!

Sincerely,



Patrick Foley  
Senior Vice President  
Government Services Manager



Emelita (Mel) Murray  
Vice President  
Relationship Manager




Jess Whisnand  
Senior Vice President  
Treasury Management



**ATTACHMENT A  
PROPOSAL FORM**

The undersigned, as an authorized representative of the company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein at the prices stated.

Company Name: Wells Fargo Bank, N.A.

Signature:  Date: August 11, 2015

Printed Name and Title: Patrick G. Foley

Address: 6325 S. Rainbow Blvd., Suite 210

Health District/State/ZIP: Las Vegas, NV 89118

Phone No.: 702 247 5613 E-Mail Address: patrick.foley@wellsfargo.com

Federal Tax ID Number: 94-1347393

Business License Number: N/A (Please see Tab 1)

EXCEPTIONS: Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the Proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the stated requirements, the Proposer may still compete in the solicitation. However, the Health District has the right to accept or reject any proposed exception.

Are there exceptions to this Proposal? Yes  No

**ACKNOWLEDGMENT OF ADDENDA:**

The signer of this form acknowledges receipt of the following addenda:

|                         |                            |
|-------------------------|----------------------------|
| Addendum No. <u>A01</u> | Dated <u>July 16, 2015</u> |
| Addendum No. <u>A02</u> | Dated <u>July 29, 2015</u> |
| Addendum No. _____      | Dated _____                |
| Addendum No. _____      | Dated _____                |
| Addendum No. _____      | Dated _____                |

Or

No Addenda were received in connection with this RFP. Dated \_\_\_\_\_



## **Tab 2. Information and statements, certifications, and assurances**

### **1. Information and/or certifications**

- a. An affirmative statement that the firm/individual is independent of the Health District and not related in any way to the Health District's business operations.**

Wells Fargo is independent of the Health District and not related in any way to the Health District's business operations.

- b. An affirmative statement that no conflict of interest exists with regard to any other work performed for Health District. Disclose any pending or anticipated litigation involving Health District and describe the nature of the litigation, if any.**

To the best of our knowledge, there is no existing conflict of interest with regard to any other work performed for Health District.

- c. A list of any prior work performed for the Health District. Please indicate the nature and scope of the work as well as the dates.**

We do not currently have a banking relationship with the Health District.

- d. Include a completed and signed Attachment B.**

Please find Attachment B along with qualifying language to accompany Attachment B following this section.

### **2. Company Background and References**

- a. Provide a copy of your bank's statement of ethics and code of conduct.**

Ethics is the foundation for how we are perceived as a socially responsible company. Wells Fargo goes beyond what the law and industry standards require. We monitor and refine our business practices to help ensure all team members are performing ethically and with integrity.

All team members must annually certify (through an online exam) that they will comply with the Wells Fargo Code of Ethics and Business Conduct policy. Exam questions are scenario-based, and answers are plausible, multiple-choice that requires team members to consider situational variables in determining the correct answer; wrong answers prompt explanations and instruction. Team members are required to continue with the exam until they answer all questions correctly.

Team members who violate any provision of the Wells Fargo Code of Ethics and Business Conduct policy are subject to corrective action, which may include termination of employment.

In addition to the Code of Ethics and Business Conduct policy, Wells Fargo maintains a Conflicts of Interest policy to provide standards for managing conflicts of interest that may financially harm a customer or create reputation risk for Wells Fargo.

Please find our Wells Fargo Supplier Code of Conduct under Tab A in the Appendix section of our response.

**b. Discuss your policies as an Equal Opportunity Employer and Equal Opportunity Lender.**

Wells Fargo recruits, hires, trains, and promotes people in all job titles, without regard to race, color, gender, national origin, religion, age, sexual orientation, gender identity, genetic information, physical or mental disability, pregnancy, marital status, veteran status, or any other status protected by federal, state, or local law.

**c. Provide your short and long term ratings from the following nationally recognized statistical rating organizations:**

- **Moody's**
- **Fitch**
- **Standard & Poor's**
- **Kroll (formerly LACE)**

**As of June, 2015**

| Wells Fargo & Company    | Fitch Ratings | Moody's | Standard & Poor's | DBRS         |
|--------------------------|---------------|---------|-------------------|--------------|
| Short-term Issuer Rating | F1+           | P-1     | A-1               | R-1 (middle) |
| Senior Unsecured         | AA-           | A2      | A+                | AA           |
| Wells Fargo Bank, N.A.   | Fitch Ratings | Moody's | Standard & Poor's | DBRS         |
| Long-term Issuer Rating  | AA            | Aa2     | AA-               | AA (high)    |
| Short-term Issuer Rating | F1+           | P-1     | A-1+              | R-1 (high)   |

**d. Annual Report. Provide a copy of your bank's most recent annual report.**

You can find our most recent annual report at:  
[wellsfargo.com/invest\\_relations/annual](http://wellsfargo.com/invest_relations/annual).

You can obtain our previous four quarterly call reports at the following site:  
[fdic.gov/Call\\_TFR\\_Rpts/index.asp](http://fdic.gov/Call_TFR_Rpts/index.asp). Using the Wells Fargo FDIC Certificate No. 3511.

**e. Audit. Discuss substantive operating issues raised by recent audits, particularly regarding those services described in this RFP.**

As a federally regulated financial institution and a publicly traded company, Wells Fargo provides products and services that are subject to careful review and analysis before they are introduced to customers. We have deployed substantial resources to evaluate our internal controls. We recognize that, to be known as one of America's great financial services companies, we are obligated to our customers and shareholders to protect the safety and soundness of our organization.

The Federal Reserve Board and the Office of the Comptroller of the Currency (OCC) periodically examine Wells Fargo's internal controls for compliance with federal standards. Where applicable, the Securities and Exchange Commission and the Financial Industry Regulatory Authority also conduct such examinations. If an examination results in findings that indicate a risk posed to our customers in conducting business with Wells Fargo, we are required to address the findings by meeting the standards to the satisfaction of the examining party.

Wells Fargo Audit Services conducts ongoing and thorough examinations as they relate to our internal controls to ensure compliance with industry standards as well as policy and procedure. Audit coverage is comprehensive for the entire company.

**f. Regulatory Reports. Provide a copy of the bank's Statement on Auditing Standards Number 70 (SAS 70) and SEC 10-Q and discuss any issues raised from these documents during the most recent audit.**

Wells Fargo Treasury Management contracts for an annual SSAE 16 (replaces SAS 70) examination. Results are issued in an SOC 1 report. Current SSAE 16 and past SAS 70 examinations have been rendered by external auditors with unqualified opinions.

Wells Fargo provides products and services that are subject to careful review and analysis before they are introduced to customers. We recognize that, to be known as one of America's great financial services companies, we are obligated to our customers and shareholders to protect the safety and soundness of our organization.

Our internal audit department conducts ongoing and thorough examinations as they relate to our internal controls to ensure compliance with industry standards as well as policy and procedure. Please see Tab B in the Appendix section of our response.

- g. Company Ownership. If incorporated or organized as a business entity, the state in which the company is incorporated or organized, and the date of incorporation or organization.**

**An out-of-state bank must become duly qualified to do business in the State of Nevada as a foreign corporation before a contract can be executed.**

Wells Fargo & Company is a nationwide, diversified financial services company that is community-based and relationship-oriented.

The corporation was originally incorporated under the name Northwest Bancorporation, and its original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on January 24, 1929. On April 26, 1983, the corporation filed an amendment to its Certificate of Incorporation to change its name from Northwest Bancorporation to Norwest Corporation effective April 29, 1983, and on November 2, 1998, the corporation filed an amendment to its Certificate of Incorporation to change its name from Norwest Corporation to Wells Fargo & Company.

Its principal banking subsidiary, Wells Fargo Bank, N.A., is incorporated under U.S. federal law as a national banking association.

- h. Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the bank or in which the bank has been judged guilty or liable.**

As with any large diversified financial services company of our size in the highly-regulated banking and securities field, Wells Fargo Bank, N.A. is subject to receiving inquiries and subpoenas from regulators and law enforcement from time to time, as well as being subject to civil litigation.

No such actions have resulted in any restrictions on the ability of Wells Fargo Bank, N.A. to operate our businesses, and none are or have been material to the operation of Wells Fargo Bank, N.A. businesses.

Copies of the Legal Proceedings sections from Wells Fargo & Company recent public filings are available at:

[wellsfargo.com/invest\\_relations/filings](https://wellsfargo.com/invest_relations/filings)

The Wells Fargo & Company Annual Report is available at:

[wellsfargo.com/invest\\_relations/annual](https://wellsfargo.com/invest_relations/annual)

- i. Discuss any ownership changes over the past five (5) years and any ending or proposed changes if this is legally appropriate to provide.**

Wells Fargo is a publicly traded company, and our shareholder information is driven by market and economic factors. Since information is subject to change on a daily basis, we have included a link to Morningstar, which provides the most current shareholder information.



<http://investors.morningstar.com/ownership/shareholders-overview.html?t=WFC&region=USA&culture=en-US>

- j. Comment on personnel turnover within the bank over the past three (3) years in the area of government services. Differentiate between those leaving the bank and those transferring to other departments within the bank.**

We attract, develop, retain, and motivate the most talented people who care and who work together as partners across business units and functions. We continue to develop, reward, and recognize all our team members, build an inclusive work environment and a more diverse organization. Investing in “human capital” is the most valuable investment we can make, as our team members are the single biggest influence on our customers.

In the past three years, we have had a turnover rate of 11.6% within our wholesale banking group overall due to promotion and acquisition.

- k. The name, mailing address, e-mail address and telephone number of the Bank’s primary point of contact for a contract resulting from this RFP.**

Mel Murray  
Vice President, Relationship Manager  
Nevada Government Banking  
6325 S. Rainbow Boulevard  
Suite 210  
Las Vegas, NV 89118  
702-247-5615  
murrayea@wellsfargo.com

- l. A company background/history. Discuss the bank’s knowledge of applicable NRS and NAC and ability to comply, as appropriate.**

Our commitment to outstanding service goes back to 1852, when Henry Wells and William G. Fargo founded Wells Fargo & Company. They opened their first banking and express office in the gold rush port of San Francisco.

By 1910, the Wells Fargo network of customer service expanded to more than 6,000 communities, large and small. Wells Fargo agents offered financial services such as money orders, traveler’s checks, and transfer of funds by telegraph. In 1918, Wells Fargo was an important part of the business community in locations across the country and around the globe.

In the decades to come, new banking concepts not only changed where people banked, but also how. As in the stagecoach days, Wells Fargo pioneered banking convenience to customers: Our drive-up tellers, banking by phone, credit cards, ATMs, and online banking services offered innovations for modern customers.

By 1998, Wells Fargo Bank had expanded from a single location in San Francisco to its historic territory throughout the West, and then extended across the Midwest and into the East.

Our merger with Wachovia has increased our presence in the East. Wachovia was formed by the 2001 merger of First Union Corporation and the former Wachovia Corporation. In connection with that merger, First Union changed its name to Wachovia Corporation.

Through Wachovia, the Wells Fargo legacy now traces back to 1781 and the Bank of North America, the first bank chartered in the United States. Wachovia brings to Wells Fargo the Bank of North America's first branch, opened in 1782, which is now the longest continuously operated branch in America.

On December 31, 2008, Wells Fargo & Company (NYSE:WFC), the parent company of Wells Fargo Bank, N.A., completed its merger with Wachovia Corporation.

On March 20, 2010, we combined our three bank charters into one: Wachovia Bank, N.A. and Wachovia Bank of Delaware, N.A. merged into Wells Fargo Bank, N.A.

As a federally chartered bank, Wells Fargo Bank, N.A. is exempt from the State of Nevada license requirement.

- m. Describe the length of time the bank has been providing services described in this RFP to the public and/or private sector. Provide a description of those services, including the number of public agency clients and amount of public funds on deposit.**

We have provided information on how long we have provided our proposed services and number of customers using each service in our response below. Additional details to our services are provided within our proposal.

Wells Fargo has been processing cash deposits for retailers since 1852. We offer several other deposit services, as shown in the following table.

| Service  | Experience         |
|--|--------------------|
| Cash vault   | More than 25 years |
| Night depository                                       | More than 50 years |
| ATM<br>Envelope ATM<br>Envelope-Free <sup>SM</sup> ATM | 1977<br>2006       |
| Remote cash capture                                    | 2009               |
| Remote deposit   | 2004               |

As of January 2015, we have more than 4,100 customers using our controlled disbursement services.

Wells Fargo began offering information reporting services in 1988. In 2000, we began offering them over the internet through our Commercial Electronic Office® (CEO®) Treasury Information Reporting service.

We have more than 97,000 active customer and 715,000 active users using our services online.

Wells Fargo has offered our commercial card program since 1994. While we do not release the specific information requested, Wells Fargo has helped thousands of customers improve their expense management processes by using a commercial card program.

We serve a multi-billion dollar commercial card portfolio and process millions of transactions each calendar year. While many of our customers use more than 2,500 cards, some use as few as ten. We use more than 74,000 cards ourselves.

We've been offering lockbox services continuously since 1948. Wells Fargo is one of the largest and most established providers of lockbox services in the nation.

The table below provides average monthly retail lockbox volumes for the prior six months.

\*Some lockbox sites perform these tasks manually.

| Lockbox site     | Items   | Dollars       | Lockboxes | Customers |
|------------------|---------|---------------|-----------|-----------|
| Atlanta          | 66,019  | \$48,824,586  | 16        | 12        |
| Baltimore        | 102,411 | \$84,232,751  | 33        | 17        |
| Charlotte, N.C.  | 85,752  | \$10,555,638  | 16        | 13        |
| Dallas           | 86,168  | \$68,866,594  | 24        | 24        |
| Denver           | 720,152 | \$322,757,793 | 69        | 46        |
| Des Moines, Iowa | 661,335 | \$396,235,109 | 25        | 21        |
| Los Angeles      | 359,810 | \$133,133,075 | 36        | 30        |
| Minneapolis      | 550,510 | \$217,000,782 | 54        | 52        |
| Orlando, Fla.    | 21,434  | \$3,820,902   | 15        | 14        |
| Philadelphia     | 290,386 | \$450,872,416 | 60        | 44        |
| Phoenix          | 170,802 | \$122,828,982 | 60        | 28        |
| Portland, Ore.   | 8,556   | \$10,254,484  | 4         | 4         |
| Salt Lake City   | 112,243 | \$36,941,935  | 26        | 15        |
| San Francisco    | 110,917 | \$79,552,977  | 24        | 15        |
| Seattle          | 143,904 | \$71,440,126  | 18        | 11        |

Wells Fargo Merchant Services has offered card-processing services since 1976, serves approximately 180,000 customers located in every state in the U.S., and processes more than \$248 billion in credit and debit card sales volume.

Wells Fargo has offered ACH services since 1973. We've been involved with ACH since the development of the Special Committee on Paperless Entries (SCOPE), which was formed in 1969 to develop an electronic payment alternative to checks.

Through our involvement in NACHA payment councils, our development of new ACH applications, and our participation in NACHA pilots, we've played a leading role in the evolution of the ACH industry. In 1995, Wells Fargo was the first U.S. bank to offer ACH payments to beneficiaries outside the United States. We currently have more than 60,000 corporate ACH origination customers. Our ACH system can process 16 million transactions per hour.

Wells Fargo has provided customers with electronic payment transfer services since 1852. We also participate in Fedwire; Fedwire is a real-time gross settlement funds transfer system operated by the United States Federal Reserve Banks that enables financial institutions to electronically transfer funds between its more than 9,200 participants.

We provide wire transfer services to more than 80,000 business and corporate customers. For customer privacy reasons, we don't disclose the number of customers within each segment.

- n. Has the bank ever been engaged under contract by any State agency? If "Yes," specify when, for what duties, and for which agency.**

Yes. Nevada State Treasurer, beginning 2013: General banking services, corporate trust services, merchant services, and more.

- o. Is the bank, or any of its employees, employed by the State of Nevada, any of its political subdivisions or by any other government? If "Yes", is that employee planning to render services while on annual leave, compensatory time, sick leave or on his own time?**

No.

- p. Provide information that details the representation of women, minorities, and disabled persons in professional positions within your firm for the past three (3) years. Please describe your policy(ies) for the hiring of women, minorities, and disabled persons and/or the subcontracting of services with MBE/WBE/veteran-owned businesses.**

Diversity is one of our core operating values. It's our goal to have a supplier base that reflects the diversity of our team members, customers, and communities. We proactively seek qualified suppliers that are minority-, women-, disadvantaged-, and small business-owned enterprises (MWDSBEs).

### Education and awareness

We assist MWDSBEs in becoming competitive performance leaders in their industries by coaching, creating programs, and developing business models that support entrepreneur development.

### Partnership development

We collaborate with leaders across the Wells Fargo enterprise and advocacy organizations to provide MWDSBEs equal opportunities to compete for business.

### Measurement and accountability

We support sourcing of goods and services from MWDSBEs while monitoring program effectiveness through performance goals and feedback sessions with Wells Fargo and community leaders.

### Lending

In its most recent (2009\*) CRA examination, the OCC gave Wells Fargo an “Outstanding” rating – the highest rating possible. We met and exceeded community needs in small business lending.

\*The OCC conducts a CRA examination every four years. For more information on how we give back to our communities, please see the Wells Fargo Corporate Social Responsibility (CSR) report that we publish every two years, with an interim update in the year between. Our CSR reports and updates can be viewed at <https://www.wellsfargo.com/about/csr/reports/>.

Wells Fargo Community Lending & Investments is part of our overall social responsibility initiative. We believe in supporting our communities; our company is only as successful as the communities where we do business.

### Awards

We have been recognized as the #1 small business lender (in U.S. dollars)<sup>1</sup>, #1 SBA 7(a) lender (in U.S. dollars)<sup>2</sup>, #6 best company for executive women<sup>3</sup>, and #9 best company for diversity<sup>4</sup>.

<sup>1</sup>Community Reinvestment Act government data (fourth quarter, 2014)

<sup>2</sup>Small Business Administration federal fiscal year-end data (2014)

<sup>3</sup>*DiversityInc* (2013)

<sup>4</sup>*Hispanic Business* (2014)

- q. Describe any anti-terrorism and anti-money laundering policies your firm maintains. If your firm invests monies outside the United States, indicate how you maintain compliance with federal executive orders regarding terror-sponsoring nations.**

Please refer to the letter from our Financial Crimes Risk Management group under Tab C in the Appendix section of our response.

Please find Attachment B along with qualifying language to accompany Attachment B following this page.



## **ATTACHMENT B CERTIFICATIONS AND ASSURANCES**

- 1. Certification Regarding Debarment and Suspension.** The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency.
  - (b) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
  - (d) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- 2. Certification Regarding Drug-Free Workplace Requirements.** The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free work-place in accordance with 45 CFR Part 76 by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The grantee's policy of maintaining a drug-free workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above.
  - (d) Notifying the employee in the statement required by paragraph (a), above, that as a condition of employment under the grant, the employee will –
    - (1) Abide by the terms of the statement.

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted –
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**3. Certification Regarding Lobbying.** Title 31, United States Code, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions,” generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or



entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA).** The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.
  
5. **Certification Regarding Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourage all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. **Conflict Of Interest:** By submitting a Proposal, Proposer certifies that it has had no contact with an employee or Board member of the Health District in any manner which would give that Proposer, any advantage over any other Proposer. Health District employees and Board members shall not receive any compensation, in any manner or form, nor have any interest, direct or indirect, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above is grounds for rejection without further consideration.

Signature of Authorized Certifying (Responder) Official:  \_\_\_\_\_

Title: Senior Vice President/Government Services Manager

Applicant Organization: Wells Fargo Bank, N.A.

Date Signed & Submitted: August 11, 2015

## **Qualifying Language to Accompany Attachment B Certification Regarding a Drug-Free Workplace**

Wells Fargo Bank, N.A. Drug-Free Workplace Policy does comply with almost all elements of the Certification Regarding a Drug-Free Workplace. Wells Fargo's Policy does not comply with:

- items #2,d,2 and #2,e requiring disclosure of a drug-related conviction
- item #2,f,2 regarding a requirement to attend a drug in a drug abuse assistance or rehabilitation program

Wells Fargo makes every effort to strictly maintain a drug-free workplace to ensure the safety of all customers, clients, and team members. As stated in Wells Fargo's policy on Drugs and Alcohol, Wells Fargo is dedicated to maintaining a drug-free workplace. All team members are required to perform their job duties unimpaired by illegal drugs, alcohol, or the improper use of legal substances. Wells Fargo employees are prohibited from working or reporting to work when impaired by alcohol or drugs. The policy goes on to state that any team member who is unfit to work because of alcohol or drug use may be sent home. In addition, he or she is subject to corrective action, which may include termination of employment.

As a federally insured depository institution, Wells Fargo is prohibited from hiring or continuing the employment of a person who has a criminal record involving dishonesty, breach of trust, money laundering, or the distribution, manufacturing or trafficking in controlled substances. Criminal record includes convictions and entry into a pre-trial diversion or similar program with respect to such a crime. Wells Fargo also does not employ persons whom it determines may pose an unacceptable risk to the safety of its customers and team members, including persons convicted of certain serious crimes involving sex and/or violence. As such, all persons offered employment with Wells Fargo must undergo a criminal background check. There are no exceptions to this requirement. The fingerprint-based background screening includes a check against the FBI's National Criminal Information Center (NCIC) database as well as the OFAC\SDN list. If a background check reveals a conviction for a covered criminal offense, then that person is ineligible for employment with Wells Fargo unless he or she has received a written waiver from the FDIC. Similarly, if it subsequently becomes known to Wells Fargo that an employee has been convicted of a covered criminal offense, then that person's employment is terminated.

## Tab 3. Responses to banking services questions/statements

### Attachment C

1. **Provide the names of individuals, with phone numbers and e-mail addresses, who will be working on the proposed services and their areas of responsibility including their specific experience relative to the request for proposal requirements.**

|  |  |
|--|--|
| <p><b>Pat Foley</b><br/>Senior Vice President<br/>Business Banking Manager</p> <p>patrick.foley@wellsfargo.com<br/>702-247-5613 phone</p> <p>6325 S. Rainbow Boulevard<br/>Suite 210<br/>Las Vegas, NV 89118</p> | <p>Pat manages the Government Banking Services department that will service and support the Health District. Pat has more than 25 years of banking and government experience.</p> <p>Pat's career began with First Interstate Bank in 1982 and created the Cash Management department for Valley Bank of Nevada, which evolved into Bank of America. Pat was most recently the chief deputy treasurer for the State of Nevada prior to joining Wells Fargo.</p> <p>Pat has a bachelor's degree from Arizona State University in Business Administration and is a founding member of the AFP for Northern and Southern Nevada</p>   |
| <p><b>Emelita (Mel) Murray</b><br/>Vice President<br/>Relationship Manager</p> <p>murrayea@wellsfargo.com<br/>702-247-5615 phone</p> <p>6325 S. Rainbow Boulevard<br/>Suite 210<br/>Las Vegas, NV 89118</p>      | <p>Mel is a member of the Wells Fargo Government Banking team in Nevada, and will be the relationship manager for the Health District. Mel will serve as the primary contact for your banking needs and acts as a local liaison.</p> <p>Mel has more than 22 years in banking experience, 15 years of which were within the state of Nevada. 10 of those years were spent in the administration as trustee of Bond Issues, mostly for state of Nevada municipalities and agencies. Mel has managed a variety of corporate trust accounts during her 10-year tenure at Bank of America and Nevada State Bank (an affiliate of Zions Bancorporation).</p> <p>Mel graduated from Far Eastern University, Manila, Philippines with a bachelor of science degree in business administration. She is a member of the Association for Financial Professionals, Southern Nevada Chapter.</p> |

|   |  |
|---|--|
| <p><b>Jess Whisnand</b><br/> <b>Senior Vice President</b><br/> <b>Treasury Management</b><br/> <b>Consultant</b></p> <p><a href="mailto:jesse.j.whisnand@wellsfargo.com">jesse.j.whisnand@wellsfargo.com</a><br/> 702-791-6203</p> <p>3800 Howard Hughes Parkway<br/> Suite 400<br/> Las Vegas, NV 89169</p>                          | <p>Jess has the primary responsibility for providing treasury management expertise. He consults with you on issues pertaining to treasury management products and services.</p> <p>Jess brings more than 17 years of banking experience in commercial banking and treasury management.</p> <p>Jess is an active member of The Association for Financial Professionals. He received his M.B.A. from Regis University.</p> |
| <p><b>G. Gaye Borden</b><br/> <b>Vice President</b><br/> <b>Relationship Manager</b><br/> <b>Wells Fargo Institutional</b><br/> <b>Retirement and Trust</b></p> <p><a href="mailto:gborden@wellsfargo.com">gborden@wellsfargo.com</a><br/> 702-791-6522</p> <p>3800 Howard Hughes Parkway<br/> 3rd Floor<br/> Las Vegas, NV 89169</p> | <p>Gaye joined Wells Fargo's IRT group as a relationship manager at our Las Vegas, Nevada office on January 1, 2002. Prior to that time, Gaye held positions with the MGM MIRAGE, First Security Bank, and First Interstate Bank.</p> <p>Gaye has more than 25 years of experience in trust and custody administration, new business development, and Taft-Hartley administration.</p>                                   |

- 2. Submit at least three (3) references (preferably from current local government customers) who can attest to the financial institution's experience as it relates to providing banking services. The references must include contact name, title, address, e-mail address, telephone number and services used. Please send Attachment H to your references for completion and submittal to the Health District.**

Attachment H was sent to the following references:

1. City of Henderson, Nevada  
Roy Borsellino, Accounting Manager  
240 Water Street  
2nd Floor, Finance Department  
Henderson, NV 89015  
702 267 1752  
roy.borsellino@cityofhenderson.com  
General banking services, commercial card, lockbox, and more
  2. Las Vegas Valley Water District  
Bob Smith, Accounting Manager  
1001 South Valley View Boulevard  
Las Vegas, NV 89153  
702 258 3119  
bob.smith@lvvwd.com  
General banking services, commercial card, pension trust, and more
  3. Nevada State Treasurer  
Tara R. Hagan, Chief Deputy Treasurer  
Nevada State Treasurer's Office  
101 N. Carson Street  
Suite 4  
Carson City, NV 89701  
775-684-5753  
trhagan@nevadatreasurer.gov  
General banking services, merchant services, and more
- 3. Describe your institution's community participation/reinvestment program including your Community Reinvestment Act (CRA) rating.**

#### **Community reinvestment**

##### **Wells Fargo earns highest regulatory rating**

The Community Reinvestment Act (CRA) of 1977 requires banks to meet the credit needs of all the communities where they do business, especially low-to-moderate income communities and families.

In its most recent (2009\*) CRA examination, the Office of the OCC gave Wells Fargo an "Outstanding" rating — the highest rating possible. We met and exceeded community needs in areas such as affordable housing, financial education, and small business lending.

\*The OCC conducts a CRA examination every four years. For more information on how we give back to our communities, please see the Wells Fargo Corporate Social Responsibility (CSR) report that we publish every two years, with an interim update in the year between. Our CSR reports and updates can be viewed at <https://www.wellsfargo.com/about/csr/reports/>.

The OCC also rated us “Outstanding” in each of the exam’s three test categories, listed below.

| Lending  | Services   | Investments   |
|--|--|---|
| Mortgages<br>Small business<br>Community development for affordable housing and economic development | Retail banking stores<br>Alternative delivery channels<br>Financial outreach | Funding capital and grants to community organizations |

### Wells Fargo Housing Foundation

We are committed to giving back to the communities where our customers and team members live and work. The Wells Fargo Housing Foundation helps local housing organizations serve low- to moderate-income communities, increase the number of Wells Fargo business lines and team members that join in charitable housing efforts, and enhance our reputation and image in the communities we serve.

Our mission is to provide sustainable homeownership opportunities for low- to moderate-income people by providing volunteer and financial resources to local and national nonprofit housing organizations. We work with established local and national nonprofit housing organizations that have demonstrated the ability to create homeownership opportunities for low- to moderate-income families. We also support nonprofit housing organizations that help low- to moderate-income homeowners make necessary repairs and upgrades.

Since its inception in 1993, the Wells Fargo Housing Foundation has stewarded nearly \$200 million dollars and 4.5 million team member volunteer hours in support of creating affordable housing and community revitalization programs. The Foundation’s team member volunteer program has mobilized more than 175,000 volunteers to build or refurbish 4,000 homes in low- to moderate-income communities.

Through our Leading the Way Home® initiative, Wells Fargo is making \$6 million in grants to stimulate growth, stability, and investments in distressed areas. Fifty-nine nonprofits will share these funds to support neighborhood stabilization projects located in areas designated for revitalization.

### Community lending

Wells Fargo Community Lending & Investment specializes in offering debt and equity capital to organizations that provide economic development, job creation, and affordable housing in communities of need nationwide. We work with nonprofit, for-profit, or public and government organizations focused on community development that have a solid net worth, experience, and leverage appropriate for their industries.

We offer short-term, balance sheet lending for construction, bridge, or substantial rehabilitation of affordable housing properties. We make investments in low income housing tax credits and historic tax credit properties to enable developers and investors to benefit from tax-credit opportunities.

Community Lending & Investments is part of our overall social responsibility initiative. We believe in supporting our communities, and that it's the right thing to do. Our company is only as successful as the communities where we do business.

### Service

The OCC said that our “retail delivery systems, including branches and ATMs, are readily accessible to a majority of the bank’s assessment areas.

Wells Fargo Bank is a leader in providing community development services in the majority of its assessment areas in the primary rating areas and many of its full-scope assessment areas in the non-primary rating areas.”

### Team member volunteers

One of the most important contributions our team members can make is using their professional skills and knowledge to help nonprofits with business and organizational projects such as building a website, fundraising, or training volunteers. Thousands of team members company-wide are serving on nonprofit boards; this is how we often find out about projects and organizations that need funding or other support. It's a critical part of our grassroots community giving strategy.

Our team members are leaders. They give their time to teach money management skills, build homes, mentor youth, fundraise, and serve on nonprofit boards. They learn first-hand what local issues and projects need our support, and then bring the right resources together so Wells Fargo can help.

In 2012, Wells Fargo team members volunteered more than 1.5 million hours; they contributed a record \$79 million dollars through year-round donations to nonprofits and the Community Support and United Way Campaign.

### Financial education

We want our customers to see us as a trusted financial advisor for outstanding service and sound advice. We work to help our customers be personally accountable for their own financial well-being. Everything we do for our customers should connect to their financial plan; we know that our counsel and guidance can make a real difference in their lives.

For example, our free Hands on Banking® program offers all the basic money tools, skills, and information individuals need. This noncommercial program teaches people in all stages of life about the basics of responsible money management.

In 2012, our [Hands on Banking](#) and [El futuro en tus manos](#)® programs delivered financial education to 154,000 individuals and families.

## Charitable contributions

Wells Fargo is one of America's largest financial contributors to nonprofits. In 2012, we invested \$315.8 million in 19,500 nonprofits nationwide — that's an average of \$865,200 every single day to nonprofits.

### Where we give

| Nonprofit segment     | Percent of total contributions | Dollars contributed (in millions) |
|-----------------------|--------------------------------|-----------------------------------|
| Community development | 46%                            | 143.3                             |
| Education             | 24%                            | 75.8                              |
| Human services        | 17%                            | 53.7                              |
| Arts and culture      | 5%                             | 15.8                              |
| Civic                 | 5%                             | 15.8                              |
| Environment           | 3%                             | 9.4                               |

Investing in our communities is a way for us to help create future economic growth and prosperity in the communities where we live and work. We invest financial capital and, more importantly, human and social capital, thanks to thousands of caring team members who are local community leaders and volunteers.

We work together with our communities the same way we work together with our customers: We listen and build relationships. We rely on our local team members — who know their communities best — to learn local needs first-hand, and then bring the right resources together.

You can find our most recent Community Reinvestment Act (CRA) performance evaluation at the following link:

[wellsfargo.com/about/community/wfcra/perf\\_evaluation](http://wellsfargo.com/about/community/wfcra/perf_evaluation)

#### 4. Describe your institution's customer service philosophy and organizational structure and provide meaningful examples to illustrate.

No matter how many Wells Fargo products and services you use, you'll have just one number to call when you have an issue to resolve. Treasury Management Client Services has a centralized structure with a presence in all time zones. We hold the same high standards across our organization; all client service officers follow the same policies and procedures.

At times, your concerns may require the involvement of our Operations department. In these cases, a client service officer acts as your liaison in solving your transmission issues.



**5. Provide the following reports and information about your institution:**

**a. Monthly account analysis**

We provide your account analysis statement online the day after the analysis cycle closes, and the system can send an automated email letting you know when it is available.

Our interactive statement allows you to select individual or multiple items to trend up to 13 months of analysis history, giving you a quick overview of changes in your activity and pricing. You can review the interactive statement online or download it in PDF, spreadsheet, or CSV formats. We are the only financial institution to offer an interactive analysis statement.

If you don't want to access your account analysis statements online, the Health District can receive them through a variety of other channels, including through direct transmission, or by email. Electronic statements are available in ANSI X12 TS 822 (30-10 or 40-10 version) formats.

Please find a copy of our monthly statements under Tab D in the Appendix section of our response.

**b. Monthly bank statement**

The following table lists the mailing dates and online availability of statements and reconciliation reports.

| Service option                                   | Business days after cutoff:<br>mailed | Business days after cutoff:<br>available online |
|--|---------------------------------------|---|
| <b>DDA statements</b>                            | 3 days                                | 1 day   |
| <b>Full reconciliation statement and reports</b> |                                       |   |
| Month-end cutoff                                 | 6 days                                | 4 days  |
| Non-month-end cutoff                             | 4 days                                | 4 days  |
| <b>Partial reconciliation statement</b>          |                                       |   |
| Month-end cutoff                                 | 2 days                                | 1 day   |
| Non-month-end cutoff                             | 1 day                                 | 1 day   |

Please find a copy of our monthly statements under Tab D in the Appendix section of our response.

**c. Monthly merchant services report**

We will work with the Health District in designing customized reports based on your needs.

**d. Most recent financial statement**

Please refer to our response in Tab 2, question 2c.

**e. SEC and/or Moody's credit rating or comparable rating**

Please refer to our response in Tab 2, question 2d.

**6. Provide a funds availability schedule. Describe one day, two day availability and wire requirements.**

Regarding availability schedules, we:

- Determine and calculate availability of deposited items based on our optimal check clearing and collection process.
- Give immediate availability for on-us items, except for our controlled disbursement items (which are available on the following business day).
- Calculate availability on an item-by-item basis according to the routing transit number on the check, the deposit location, and the time of day when you deposit the item.

Most of our customers use our standard accelerated availability schedule. We offer alternate schedules on a case-by case basis. We will work with you to ensure you have the most appropriate availability schedule for your account.

Please find our availability schedule under Tab E in the Appendix section of our response.

We accept incoming wires from the Federal Reserve until 3:00 p.m. PT and credit them the same day. We process incoming SWIFT transactions until 4:00 p.m. PT.

**7. Performance. Health District seeks to identify key measures of the bank's financial strength and profitability.**

**a. Please provide the following measures of the bank's financial strength and profitability as of June 30, 2012, June 30, 2013, and June 30, 2014:**

- **Return on Assets**
- **Return on Equity**
- **Net Interest Margin**

Wells Fargo & Company is a nationwide, diversified financial services company with \$1.7 trillion in assets. Wells Fargo provides banking, insurance, investments, mortgage, and consumer and commercial finance services through more than 8,700 locations, more than 12,500 ATMs, online ([wellsfargo.com](http://wellsfargo.com)), and mobile devices.

We're headquartered in San Francisco, but we're decentralized so every local Wells Fargo office is a headquarters for satisfying all our customers' financial needs and helping them succeed financially. We do business with 70 million customers and one in three U.S. households. Wells Fargo has approximately 265,000 team members in 36 countries across our more than 90 businesses.

As of December 31, 2014, Wells Fargo ranked fourth in assets among U.S. banks and was the world’s most valuable bank by market capitalization. In 2014, *Barron’s* magazine named us “Most Respected Bank”; *Fortune* magazine named us “Most Admired” among the world’s largest banks; and *The Banker* magazine named us “Best U.S. Bank”.

Our vision: We want to satisfy all our customers’ financial needs and help them succeed financially.

Our year-end key performance measures are detailed as follows:

| Key performance measure | 2012           | 2013           | 2014           |
|-------------------------|----------------|----------------|----------------|
| Total assets            | \$1.4 trillion | \$1.5 trillion | \$1.7 trillion |
| Net income              | \$18.9 billion | \$21.9 billion | \$23.1 billion |
| ROA                     | 1.41%          | 1.51%          | 1.45%          |
| ROE                     | 12.95%         | 13.87%         | 13.41%         |
| Equity/assets           | 11.17%         | 11.20%         | 10.98%*        |

\*The 2014 full year-end equity/assets percentage is not available. The fourth quarter is data current as of December 31, 2014.

To review the full Wells Fargo & Company Annual Report, please use the following link: [https://www.wellsfargo.com/invest\\_relations/annual](https://www.wellsfargo.com/invest_relations/annual).

**b. Please provide the following measures of the bank’s asset quality as of June 30, 2012, June 30, 2013, and June 30, 2014:**

- Ratio of nonperforming assets to total assets
- Ratio of nonperforming assets to total equity and reserves
- Ratio of reserves for loan losses to nonperforming assets
- Ratio of reserves for loan losses to total assets

Please refer to our response in 7a.

**c. Please provide the following measures of the bank’s capital adequacy as of June 30, 2012, June 30, 2013, and June 30, 2014:**

- Ratio of Tier 1 capital to risk-weighted assets
- Ratio of total capital to risk-weighted assets

Please refer to our response in 7a.

**d. Discuss how the profitability of various lines of business within the bank is evaluated with respect to services requested within this RFP.**

We have structured our business and treasury management customer focus within two primary segments: Community Banking and Wholesale Banking.

Within these segments, we have teams specializing in specific industry sectors.

Community Banking includes our Business Banking division, which serves more than 2.5 million businesses with annual revenues of up to \$20 million.

Within Wholesale Banking, these groups serve our corporate and institutional customers:

- Our Commercial Banking division offers comprehensive solutions tailored for the needs of middle-market businesses (\$10 to 750 million in annual revenues).
- Our U.S. Corporate Banking division serves customers with annual revenues of more than \$500 million.
- Government & Institutional Banking provides a wide range of solutions to meet the needs of government, education, healthcare, and not-for-profit organizations.

**8. Describe your Balance Reporting systems and availability.**

**a. What hardware/software does the bank use to deliver balance and transaction detail information?**

We have provided details to our information reporting services within this section.

For customers who use our online reporting service, the following table lists our hardware and software requirements.

| System requirements <sup>1</sup>     |  |
|--------------------------------------|--|
| <b>Supported operating systems</b>   | Windows 7 Professional<br>Windows 8 and 8.1 Professional<br>Mac OSX Mavericks – 10.9   |
| <b>Supported browsers</b>            | Microsoft Internet Explorer 9, 10, and 11<br>Safari 5.x and 6.x (only on Mac OSX)<br>Mozilla Firefox <sup>2</sup><br>Google Chrome <sup>3</sup>      |
| <b>Browser plug-ins and settings</b> | Adobe Reader 7 (for viewing reports)<br>Adobe Flash Player 7 (for viewing tutorials)<br>JavaScript enabled<br>Session cookies enabled<br>XHR enabled |

| System requirements <sup>1</sup> |  |
|----------------------------------|--|
| Modem or connection              | Broadband (DSL, cable modem, T1, T3)                               |
| Monitor                          | Super VGA monitor with 1024x768 or higher color display resolution |

<sup>1</sup>System requirements are subject to change and may vary for our other online applications. For the most current requirements, access [wellsfargo.com/ceportal/signon/public/SystemReqs.jsp](https://wellsfargo.com/ceportal/signon/public/SystemReqs.jsp).

<sup>2</sup>We support all versions of this web browser.

<sup>3</sup>Specific online applications that support this may vary.

**b. What time is previous day information available for access by the customer?**

Wells Fargo offers previous day reporting through our online reporting and Direct BAI file transfer services.

**Online reporting**

The Health District needs access to information as soon as it becomes available. Our online reporting service is available 24 hours a day, 7 days a week. We update previous day information by 3:30 a.m. PT on business days.


Wells Fargo regularly monitors the status of our online reporting service. On the home page of our portal is a legend that shows the current status of our reporting system.

If there is a service interruption, we update the system as soon as possible — typically within 15 minutes — and post updates to describe the problem and provide expected system availability.

For your accounts with other banks, the Multibank Status report details which of your accounts has available previous day information for a given day, and the reporting time. For some foreign bank accounts, we don't always receive notification on days when there was no new activity on the account. In those instances, we update and roll forward the previous day balances.

The Previous Day Composite report is our most commonly used prior day report and includes all transaction types that post to your accounts. This report provides a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your accounts.

Previous Day Composite report

|   |   |  |                  |
|---|---|--|------------------|
|  | 01/14/20XX 03:05 PM ET<br>CUSTOMER ID: WELLS<br>OPERATOR ID: HENRY  | HENRY WELLS, INC.<br>Previous Day Composite Report<br>As of 01/14/20XX |                  |
|   | Commercial Electronic Office®   | Treasury Information Reporting   |                  |
| Currency: USD<br>Bank: 073000228<br>Account: 12344                                | WELLS FARGO BANK, N.A.<br>ABC Company   |  |                  |
| <b>Balances</b>   |   |  |                  |
| Closing Ledger Balance  |   |  | 31,692.00        |
| Closing Collected Balance   |   |  | .00              |
| Opening Available Balance   |   |  | 190,510.68       |
| One Day Float   |   |  | 16,292.00        |
| Two+ Day Float  |   |  | 15,400.00        |
| MTD Average Closing Ledger Balance  |   |  | 20,531.15        |
| MTD Average Closing Collected Balance   |   |  | .00              |
| Total Credits   |   |  | 16,892.16        |
| Total Debits  |   |  | 1,392.16         |
| Total Number Credits  |   |  | 2                |
| Total Number Debits   |   |  | 6                |
| <b>Credit Transactions</b>  |   |  |                  |
| 01/14/20XX  | 301 / COMMERCIAL DEPOSIT<br>Cust Ref: 0000000000<br>Float- Zero Day: .00 One Day: .00 Two+ Day: 15,500.00 | Credit Amount:<br>Bank Ref: IA001738013593                             | 15,500.00        |
| 01/14/20XX  | 347 / SWEEP PRINCIPAL SELL<br>Cust Ref: 0000000000<br>SWEEP TRANSFER FROM INVESTMENT                      | Credit Amount:<br>Bank Ref: IA022000000369                             | 1,392.16         |
|   | <b>Credit Total</b>   | <b>Credit Amount:</b>  | <b>16,892.16</b> |
| <b>Debit Transactions</b>   |   |  |                  |
| 01/14/20XX  | 475 / CHECK PAID<br>Cust Ref: 00000011143   | Credit Amount:<br>Bank Ref: IA001028322840                             | <u>930.00</u>    |
| 01/14/20XX  | 475 / CHECK PAID<br>Cust Ref: 00000011144   | Credit Amount:<br>Bank Ref: IA001221471055                             | <u>219.24</u>    |
| 01/14/20XX  | 475 / CHECK PAID<br>Cust Ref: 00000011136   | Credit Amount:<br>Bank Ref: IA001028319421                             | <u>71.64</u>     |
| 01/14/20XX  | 475 / CHECK PAID<br>Cust Ref: 00000011148   | Credit Amount:<br>Bank Ref: IA001322198960                             | <u>42.90</u>     |
| 01/14/20XX  | 475 / CHECK PAID<br>Cust Ref: 00000011133   | Credit Amount:<br>Bank Ref: IA000922298500                             | <u>8.28</u>      |
|   | <b>CHECK PAID TOTAL</b>   | <b>Debit Amount:</b>   | <b>1,272.06</b>  |

Other available previous day reports include:

| Report name                            | Description  |
|--|--|
| <b>Express Balance</b>                 | Gives you a snapshot of previous day balance information, including balances, total available funds, and summaries of total debits and credits for each account.   |
| <b>Month-to-Date Balance</b>           | Provides a daily summary of account balances, aggregate float, and total transactions that posted to your accounts for the month-to-date, prior month, or a specific date range.   |
| <b>Multibank Status</b>                | Identifies when all of your accounts — including non-Wells Fargo and international accounts — have previous day information available for you to review. We provide this report to all customers who receive reporting information from other banks. |
| <b>Sweep Account Position*</b>         | Shows investment balance for the prior day, allows you to track month-to-date dividend accruals, and lets you calculate your dividends earned on the previous day, the total book value of your cash, and your investment position for the next day. |
| <b>Previous Day Return Item Detail</b> | Includes details and images of returns after they are charged to your account.   |

\*Not FDIC insured – no bank guarantee – may lose value

### Transmission

Previous day BAI and ISO 20022 XML files are available to the Health District at 3:30 a.m. PT each business day. Each file includes all balance, summary, and transaction detail for each account.

We are unable to notify you in advance if a scheduled download is unavailable. If a scheduled download does not occur, you can call Treasury Management Client Services for an update on the nature of the problem and expected resolution time. Our transmission group alerts Client Services immediately if there are problems with the Direct BAI service.

### Sample previous day BAI file

```
01,121XXXXX,130XXXX,090310,1336,01,080,,2/
02,130XXXX,121XXXXX,1,090309,,,/
03,111333222,USD,015,0,,,020,0,,,040,0,,,045,0,,,050,0,,,057,0,,,072,0,,/
88,OTHER REFERENCE: IA000000400004/
88,DEPOSIT FR 2000000000000 33300 ABC COMPANY - A11 & A55 SUB/
88, ACCT 0020000000000001/
16,301,9950,1,20000000000,03330000003/
88,OTHER REFERENCE: IA001000090006/
88,DEPOSIT FR 2000000000011 ABCDEF- 111X SUB ACCT/
88, 0020000000000002/
16,301,1123178,,,/
```

Sample previous day ISO 20022 XML file

```
<BkToCstmrStmnt>
  <GrpHdr>
    <MsgId>CAMT0532013012315174</MsgId>
    <CreDtTm>2013-06-31T00:20:02.0Z</CreDtTm>
  <MsgRcpt>
    <Id>
      <OrgId>
        <BICOrBEI>Customer BIC</BICOrBEI>
      </OrgId>
    </Id>
  </MsgRcpt>
  <MsgPgntn>
    <PgNb>1</PgNb>
    <LastPgInd>true</LastPgInd>
  </MsgPgntn>
  <AddtlInf>INTR</AddtlInf>
</GrpHdr><Stmnt>
```

- c. **What are the hours of access of the balance reporting system?**  
Our online reporting service is available 24 hours a day, 7 days a week.
- d. **Does the bank provide current day information? (See below for i and ii)**
- i. **How frequently is this information updated throughout the day?**
- ii. **What transaction types are available on current day reports?**

Yes. The Health District can access current day information reporting through our online reporting and Direct BAI file transfer services.

### Online reporting

You need current information about your accounts in order to help you make timely business decisions. Wells Fargo updates current day (intraday) information multiple times throughout the day. We report transactions that post, and we update current ledger and available balances, on a real-time basis; the exact times depend on the specific transaction.

Wells Fargo regularly monitors the status of our online reporting service. On the home page of our portal is a legend that shows the current status of our reporting system.

If there is a service interruption, we update the system as soon as possible — typically within 15 minutes — and post updates to describe the problem and provide expected system availability.

For your accounts with other banks, the Multibank Status report details which of your accounts has available previous day information for a given



day, and the reporting time. For some foreign bank accounts, we don't always receive notification on days when there was no new activity on the account. In those instances, we update and roll forward the previous day balances.

We report the following transaction types through our intraday reporting: incoming and outgoing domestic and international wire transfers, ACH debits and credits, controlled disbursement summary and detail, lockbox deposits with availability, lockbox detail, and cash letter deposits with availability.

The Intraday Composite report is one of our most commonly used current day reports. It provides balance, summary, and detailed transaction information, updated on a real-time basis.

## Intraday Composite report



01/15/20XX 02:05 PM ET  
**CUSTOMER ID:** WELLS  
**OPERATOR ID:** HENRY

**HENRY WELLS, INC.**  
**Intraday Composite Report**  
**As of 01/15/20XX**

**Commercial Electronic Office®**

**Treasury Information Reporting**

*Note: Intraday information subject to change*

**Currency:** USD  
**Bank:** 073000228  
**Account:** 12345  
**IBAN:** 12345678900000000000000000000001

**WELLS FARGO BANK IOWA, N.A.**  
**WIDGETS INC.**

**Balances**

|  |                |
|--|----------------|
| Opening Ledger Balance                     | 48,013,608.18  |
| Opening Available Balance                  | 38,399,747.08  |
| Current Ledger Balance                     | 9,32,834.06    |
| Current Available Balance                  | 275,697.13     |
| One Day Float                              | 10,657,136.93  |
| Two+ Day Float                             | .00            |
| Back Value Adjustment To Opening Ledger    | .00            |
| Back Value Adjustment To Opening Available | .00            |
| Change In Available Balance Since Opening  | -38,124,049.95 |
| Today's Credits                            | 9,547,744.95   |
| Today's Debits                             | 47,628,518.97  |
| Total Number Credits                       | 17             |
| Total Number Debits                        | 9              |
| MTD Accrued Debit Interest                 |                |
| MTD Accrued Credit Interest                |                |

**Summaries**

| <b>Type of Credit</b>           | <b>Number of Items</b> | <b>Amount</b>       |
|---------------------------------|------------------------|---------------------|
| Total ACH Concentration Credits | 6                      | 6,297,311.06        |
| Total Deposits                  | 5                      | 50,327.51           |
| Total Wire Transfer Credits     | 6                      | 3,200,106.38        |
| <b>Credit Totals</b>            | <b>17</b>              | <b>9,547,744.95</b> |

| <b>Type of Debit</b>            | <b>Number of Items</b> | <b>Amount</b>        |
|---------------------------------|------------------------|----------------------|
| Total Miscellaneous Debits      | 2                      | 430,189.00           |
| Total Pre-Authorized ACH Debits | 5                      | 3,390,317.31         |
| Total Wire Transfer Debits      | 4                      | 43,808,012.66        |
| <b>Debit Totals</b>             | <b>11</b>              | <b>47,628,518.97</b> |

We offer several additional intraday reports to the Health District.

| Report name                            | Description  |
|--|--|
| <b>Intraday Position</b>               | Shows an aggregate intraday cash position across all accounts you select, including total balances and total debits and credits.   |
| <b>Wire Transfer Detail</b>            | Lists comprehensive current day memo-posted detail for all outgoing and incoming wires, grouped by type: book transfers, domestic wires, and international wires.  |
| <b>ACH Origination</b>                 | Provides summary information by ACH customer ID for ACH files you submit for processing, details on transactions we accept or reject, CNotes (file confirmations), pre-edit rejects, and end-of-day rejects. |
| <b>ACH Receive</b>                     | Details all ACH transactions we receive that will post to your account at the end of the current day.  |
| <b>ACH Return/NOC</b>                  | Details information by ACH customer ID for all ACH returns.  |
| <b>EDI Payment Detail</b>              | Provides ACH and EDI payment data and EDI remittance information in a comprehensive format.  |
| <b>Controlled Disbursement Summary</b> | Shows a summary of the current day's presentment totals and adjustment activity.   |
| <b>Controlled Disbursement Detail</b>  | Provides controlled disbursement transaction detail and location subtotals for each account you select.  |
| <b>Lockbox Availability</b>            | Lists summary-level information for lockbox deposits, including float, on an intraday basis.   |
| <b>Lockbox Detail</b>                  | Provides remitter information about payments you receive within a lockbox deposit.   |
| <b>Intraday Return Item Detail</b>     | Offers detailed information on checks that are going to be charged back to a customer's account for reasons such as non-sufficient funds or stopped payment.   |
| <b>Cash Letter</b>                     | Details funds availability information on pre-encoded check deposits.  |
| <b>Deposit Detail</b>                  | Lists all electronically made deposits.  |
| <b>E-Box<sup>®</sup></b>               | Allows you to review and post payments that originate through an online bill pay service.  |

### Transmission

You can receive current day BAI files and ISO 20022 XML files at various times throughout the day based on prescheduled times that you specify when the service is set up. Full transaction detail is available on every transaction for easy identification and reconciliation.

We are unable to notify you in advance if a scheduled download is unavailable. If a scheduled download does not occur, you can call Treasury Management Client Services to get an update on the nature of the problem and expected resolution time. Our transmission group alerts Client Services immediately if there are problems with the Direct BAI service.

### Sample intraday BAI file

```
01,121XXXXXX,20XXXXX,100622,1400,01,080,,2/  
02,203XXXX,091XXXXXX,1,100622,,,/  
03,5555555,USD,010,0,,,030,27135813,,,040,0,,/  
88,060,27135813,,,072,0,,,074,0,,/  
16,145,100,,,111000017475949/  
88,COMPANY NAME: ABC COMPANY /  
88,ENTRY DESC: SETTLEMENT/  
88,CUSTOMER ID: 22222222222222/  
88,CUSTOMER NAME: PATRICIA BROWN/  
88,COMPANY ID: 3333333333/  
88,ENTRY CLASS CODE: CCD/  
88,DISCRETIONARY DATA: /
```

### Sample intraday ISO 20022 XML file

```
<BkToCstmrStmt>  
  <GrpHdr>  
    <MsgId>CAMT0542013012315174</MsgId>  
    <CreDtTm>2013-08-31T00:50:02.0Z</CreDtTm>  
  <MsgRcpt>  
    <Id>  
      <OrgId>  
        <BICOrBEI>Customer BIC</BICOrBEI>  
      </OrgId>  
    </Id>  
  </MsgRcpt>  
  <MsgPgntn>  
    <PgNb>1</PgNb>  
    <LastPgInd>true</LastPgInd>  
  </MsgPgntn>  
  <AddtlInf>INTR</AddtlInf>  
</GrpHdr><Stmt>
```

- e. Describe the level of detail provided in previous and current day reports?

Please refer to our response in questions 8b and 8d.

**f. How many days of history can be accessed through the system?**

As a standard, our online information reporting service provides access to seven calendar days of history. For an additional fee, the Health District can choose extended storage of transaction history for 30, 60, or 90 calendar days for current day reports, and 30, 60, 90, or 120 calendar days for previous day reports. We generate statements according to the cycle you establish and statements are available for up to three cycles.

You can customize reports to show only the data you need; this feature includes the ability to review activity by date range or relative date. You can download historical data with previous and current day reports in BAI V2, CSV, and Excel formats.

With Stops-Images-Search, you can view records of any deposits, checks, debits, credits, stop payments, or other items that post to your account. You'll see images of many of those items the same day they are processed. All data and images are available for seven years. This service also provides history inquiry by date range.

**g. In what format is information available?**

Our format options vary depending on the reporting method the Health District selects.

| Reporting method         | Available format  |
|--------------------------|---|
| Direct BAI file transfer | <ul style="list-style-type: none"><li>▪ BAI V2</li></ul>  |
| Online                   | <ul style="list-style-type: none"><li>▪ BAI V2</li><li>▪ CSV</li><li>▪ Excel</li><li>▪ HTML</li><li>▪ PDF</li></ul>                                       |
| ISO 20022 XML            | <ul style="list-style-type: none"><li>▪ ISO 20022 XML</li></ul>   |
| Receivables Manager      | <ul style="list-style-type: none"><li>▪ Flat file</li><li>▪ ANSI 823</li><li>▪ ANSI 820</li><li>▪ BAI</li><li>▪ Modified NACHA</li><li>▪ Custom</li></ul> |

**h. Provide a sample printout of the daily on-line balance information.**

Please refer to our response in questions 8b and 8d.

**9. ACH Services**

**a. What is the recommended service delivery method (i.e. direct transmission, on-line, or other)?**

More than 60,000 customers use one or more of our ACH service options. Of those customers that use our ACH transmission options, more than 99% use one of our supported internet protocols and less than 1% use Connect:Direct (NDM). Across the total number of ACH customers, 45% use our online ACH services.

Based on the business case you’ve outlined for us, we recommend the Health District use Wells Fargo’s SAFE Transmission (direct transmission).

**i. What are the hardware/software requirements?**

Our online ACH service is an internet-based system that does not require you to install and maintain proprietary software on your internal computers.

We require the following system specifications for accessing our online ACH services.

| System requirements <sup>1</sup>     |   |
|--------------------------------------|---|
| <b>Supported operating systems</b>   | Windows 7 Professional<br>Windows 8 and 8.1 Professional<br>Mac OSX Mavericks – 10.9  |
| <b>Supported browsers</b>            | Microsoft Internet Explorer 9 <sup>2</sup> , 10, and 11<br>Safari 5.x and 6.x (only on Mac OSX)<br>Mozilla Firefox <sup>3</sup><br>Google Chrome <sup>4</sup> |
| <b>Browser plug-ins and settings</b> | Adobe Reader 7 (for viewing reports)<br>Adobe Flash Player 7 (for viewing tutorials)<br>JavaScript enabled<br>Session cookies enabled<br>XHR enabled          |
| <b>Modem or connection</b>           | Broadband (DSL, cable modem, T1, T3)  |
| <b>Monitor</b>                       | Super VGA monitor with 1024x768 or higher color display resolution  |

<sup>1</sup>System requirements are subject to change and may vary for our other online applications. For the most current requirements, access [wellsoffice.wellsfargo.com/ceoportalsignon/public/SystemReqs.jsp](http://wellsoffice.wellsfargo.com/ceoportalsignon/public/SystemReqs.jsp).

<sup>2</sup>Our International ACH Payments service is not currently compatible with Internet Explorer 9.

<sup>3</sup>We support all versions of this web browser.

<sup>4</sup>Specific online applications that support this may vary.

## ii. What training does the bank provide?

Because our services are easy to use, on-site training is not necessary; resources are available 24 hours a day, 7 days a week. If you find your staff needs additional training, though, you should contact your treasury management sales consultant.

Wells Fargo offers the Health District several options for receiving training on your ACH services. You can choose the method or methods that work best for you.

### Online training

#### Instructor-led webinars

During a learning session, your staff can dial into a conference call and follow an interactive presentation. Attendees can ask questions of the instructor, find solutions to their unique issues, and interact with other users.

#### Tutorials

We have several on-demand, pre-recorded training modules that offer flexibility for your staff to complete whenever it is most convenient for them. These audio and visual recordings are available 24 hours a day, 7 days a week.

#### User guides

These provide overviews of all your services, along with step-by-step instructions for initiating ACH transactions.

### ACH training materials

|   | User guide | Tutorial | Demo | Webinar | Quick reference guide |
|---|------------|----------|------|---------|-----------------------|
| Self Administration                         | X          | X        | X    | X       | X                     |
| ACH Payments (for users and administrators) | X          | X        | X    | X       | X                     |
| Mobile ACH Payments*                        | X          | X        |      |         |                       |
| International ACH Payments                  | X          |          | X    | X       | X                     |
| ACH Deletes & Reversals                     |            |          | X    |         |                       |
| ACH Inquiry                                 |            |          | X    |         |                       |
| ACH Fraud Filter                            | X          | X        | X    | X       | X                     |
| Mobile ACH Fraud Filter*                    | X          | X        |      |         |                       |
| Automated Cash Concentration                | X          |          |      |         |                       |

\*A feature of the ACH service.

### **iii. Does the software offer the ability to manage security and access levels by user?**

For accessing our online services and for setting individual security levels for your authorized users, we have comprehensive security measures in place. Your administrators can change security levels at any time.

#### **Online system security**

Our single sign-on portal requires multiple levels of user authentication to help prevent unauthorized access. All users must enter the following information to access our system:

- Company ID
- User ID
- Password

In order to access our online ACH services to initiate transactions, users must provide the following additional information:

- PIN
- One-time pass code generated by an RSA SecurID token

To further reduce your fraud risk, we require a second user's approval to release ACH transactions or create new templates.

#### **Company administrator**

You determine which ACH applications, accounts, and ACH company IDs are accessible through our single sign-on portal. You also identify the individuals at the Health District who will act as the company administrators for your system; they'll perform administration functions through our online user management service, and directly within each online ACH service.

Your administrators:

- Create user IDs and passwords
- Control which users have access to your accounts and services
- Set user access levels based on business need

Within each online ACH application, your administrators perform the following functions:

- Create users
- Add account access, payment types, and ACH company IDs
- Add user payment transaction limits
- Add user entitlements such as the ability to create certain payment types, templates, and payments

Your administrators can change security levels at any time, and have the ability to add or delete users.



We require that you have a second administrator approve any administrative tasks that relate to our online ACH services.

#### **iv. What report options are available?**

##### **ACH Payments**

You'll have access to several standard domestic ACH reports through our online ACH service, including:

- Beneficiary Detail
- ACH Payment Detail
- Payment Template Detail
- Payment Summary
- Payment Template Summary
- Payment Audit
- Payment Template Audit

You can customize standard reports for reporting periods, payment types, accounts, and companies, as well as print or download any report.

##### **Treasury Information Reporting**

Our online reporting service provides comprehensive domestic and international ACH reporting.

Standard reports available include:

- ACH Origination
- ACH Receive
- ACH Return/NOC
- ACH Customer Activity

You can download reports into your accounting, treasury workstation, or spreadsheet applications in a variety of the most popular formats, including BAI V2, CSV, and Excel, and view or print the reports in HTML and PDF formats.\*

\*Download and viewing formats may vary by report.

If you use one of our supported internet protocols for sending your ACH file, you can receive an email notification that it loaded successfully to our ACH system prior to being sent to our ACH processing area. You can also receive an alert when your file fails and can't be delivered to the ACH system.

In addition, you have the option to receive critical email notification when an expected event occurs (or fails to occur) within a time frame that you specify. For instance, you can receive an email message when we do not receive an expected file or when we receive a file that does not include any transaction information. We can send this email notification to up to 99 recipients.

## **v. What controls are in place to protect against lost files and duplications of transmissions?**

To further protect against lost files and duplicate transmissions, we have control measures within our ACH and consolidated payables transmission services.

### **ACH controls**

#### **Lost file protection**

Our ACH system automatically generates a CNote transmittal register to confirm the receipt of your file. Within 15 minutes, we'll forward the CNote to you by email, transmission, or fax.

#### **File duplication protection**

Before we can release a file to our ACH warehouse, our system makes a front-end edit to compare the dollar totals and item count against a history of previous files submitted by the Health District within the past eight calendar days. If we find that a dollar total and item count match, we place the file into a hold status and call you to confirm whether we should delete it or process it.

### **Consolidated payables controls**

#### **Lost file protection**

If you send a consolidated payables transmission, you can receive an optional acknowledgment for each file that you send to us. An acknowledgment notifies you that we received your file, that it is consistent with our standards, and that it has undergone initial processing for delivery to our ACH payment system.

We send your CNote directly to our consolidated payables department. If your CNote indicates a problem with processing your ACH payments, we will notify you.

#### **File duplication protection**

To help prevent duplicate payments, we offer a file-checking option where we compare the total dollar value and file size of each consolidated payables file to previous files you've sent.

You also have the option of requiring secondary approval for some of — or all of — your ACH payments, whether you upload your file to our business portal or transmit your payment files directly to us. You can review, approve, modify, or delete payments at the file level — to help prevent a duplicate file from being processed — or at the individual transaction level. In addition, you can require up to three approvers to release payments.

#### **■ Does the bank provide automatic file receipt acknowledgements? If so, how?**

Yes. When you transmit a file to us using one of our internet transmission protocols, you can receive an automatic file receipt notification by email. This

notification includes a timestamp and indicates whether your file loaded successfully or failed.

You can receive email notification (to up to 99 recipients) when we do not receive a file within a timeframe you specify, when we receive an unexpected file, or when we receive an empty file.

For additional assurance that your file was received by Wells Fargo, we also offer file acknowledgements as part of our ACH and consolidated payables transmission services.

### **Direct origination**

Our ACH system automatically confirms the receipt of your transmission as well as the total items and total dollars. It also generates a transmittal register (CNote), which we send to you by email, transmission, or fax within 15 minutes of receipt of your file.

For greater flexibility, you can choose to receive an email or faxed report and a transmission if you would like to couple end-user reporting with an automated confirmation process.

### **Consolidated payables**

We handle the CNote internally and notify you only if a processing issue with the ACH payment needs to be addressed.

We'll let you know by transmission, optional email, or both that your file has reached our system and has undergone initial processing for delivery to our payment systems. Choose the format: XML, ANSI X12 997 (standard EDI), or human readable report.

If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgements online.

The acknowledgement\* includes the following information:

- Number of payment transactions received
- Number of transactions successfully processed
- Number of transactions rejected

\*Acknowledgments report on file processing only; information on clearing and settlement of payment transactions or payment completion is not provided.

- **Describe the role of any third-party processor used by the bank to provide this service?**

Wells Fargo owns and operates all of our core ACH systems and services; however, to clear payments, we partner with other banks that are members of local clearing systems.

**b. What are the hours of operation of the ACH unit?**

Our ACH investigations support unit is available from 5:00 a.m. to 5:00 p.m. PT Monday through Friday.

Our ACH production support group is available between 2:00 p.m. Sunday through 10:00 p.m. Friday PT.

For questions related to your ACH file transmission, our wholesale transmissions staff is available 24 hours a day, 7 days a week.

**c. What are the bank’s cut-off times for customer initiation of ACH transactions?**

The following table includes cutoff times for day cycle, night cycle, and same-day book transfers.

| Input method             | Day cycle                           | Night cycle   | Same-day book transfer (optional service) |
|--------------------------|-------------------------------------|---|---|
| CPU-CPU                  | 9:00 p.m. PT for two-day settlement | 6:00 p.m. PT without remake for next-day settlement | 6:00 p.m. PT                              |
| PC/managed file transfer | 9:00 p.m. PT for two-day settlement | 6:00 p.m. PT without remake for next-day settlement | 6:00 p.m. PT                              |
| Internet                 | 6:00 p.m. PT for two-day settlement | 6:00 p.m. PT for next-day settlement                | 4:00 p.m. PT                              |
| Touchtone phone          | NA                                  | NA  | NA  |

**d. Describe the procedures used to verify accurate and secure receipt of transmissions.**

**Initial file verification and messaging**

If you use one of our supported internet protocols, our system performs a service check on every file you transmit to us, and you can receive critical email messages about certain files. These steps verify that files comply with our system’s formatting and accuracy requirements, and that we received them.

**Checked items**

**File names**

Service checks automatically rename files so that they include transaction identifications, dates, and time identifiers in the correct formats; files are also scanned for viruses.

Service checks verify that the expected headers are present, that file names do not include any prohibited characters, that extensions are correct, that names do not include prohibited extensions, and that names include the required product identifiers.

**Encryption**

The service check verifies that the file is encrypted with PGP, and then decrypts it. The system then rescans the file for viruses.<sup>1</sup> It also verifies that the expected headers are present.

<sup>1</sup>This applies to sessions using PGP only.

### Failure

If your file fails any of the above steps, we send an alert by email to inform you of the failure.

### Expected events messaging

You will soon be able to choose to receive critical notification when an expected event occurs or fails to occur within a timeframe you specify.<sup>2</sup> Up to 99 email recipients can receive notification when:

- We do not receive an expected file
- We receive an unexpected file outside the timeframe you specify
- We receive a zero-byte file

<sup>2</sup>Available second quarter of 2014.

### System level verification

To verify accurate and secure receipt of your transactions, we have control measures within our ACH and consolidated payables transmission services.

### Direct origination

When we receive your direct origination transmission, our system automatically confirms its receipt, as well as the total items and total dollars. It also generates a CNote transmittal register, which is available by email, transmission, or fax within 15 minutes of receipt of your file.

You can choose to receive transmittal registers as a report or in a data file format that you can download directly into your system for full automation of the confirmation process.

When you receive a CNote, you should:

- Verify that item count and dollar amount in your records agree with it
- Check for a message that indicates whether any problems occurred during the processing of your file

If you do not receive a CNote in a reasonable amount of time, or if your records do not agree with the information on it, contact us immediately.

We also perform a number of tests to ensure that your files are in the correct format and that they are accurate. Our system tests each file to verify NACHA format, mandatory content, and settlement date within 90 minutes of us processing your file. If your entire file rejects, we notify you immediately by phone.

### Consolidated payables transmission

With this service, you receive an optional detailed ACH confirmation for your domestic and international ACH transactions.<sup>3</sup> You'll have confirmation for each ACH transaction included in your file that we successfully processed; you can use it for reconciliation, research, tracking payment status, and updating your internal systems.

As an additional security measure, you have the option of requiring secondary approval for some of — or all of — your ACH payments, whether you upload your file to our business portal or transmit your payment files directly to us. You can review, approve, modify, or delete payments at the file level or individual transaction level. In addition, you can require up to three approvers to release payments.

<sup>3</sup>An ACH confirmation indicates that ACH transactions were successfully processed by Wells Fargo and received by the ACH system, but it does not indicate final settlement. Settlement can take several days, depending on the effective date specified for the transaction and location of the receiving account.

e. **Can the bank automatically redeposit items returned for insufficient or uncollected funds?**

Yes. You can choose to automatically redeposit your ACH debits that are returned for nonsufficient or uncollected funds. This helps you increase the likelihood that you will collect those funds without any additional involvement by your staff.

Customize our redeposit service to meet your needs and choose to:

- Redeposit items once or twice
- Redeposit items within a dollar range you establish
- Delay the posting date for first and second redeposits up to nine days after the original return date
- Schedule redeposits for a specific day of the week or month

Redeposited items post to your account with all of your return activity.

You can receive notification of your redeposit items through our online reporting service, by transmission, or by fax. Please refer to the information reporting section for more specific details on our available reporting options.

f. **How does the bank handle file, batch, and item reversals and deletions?**

If we receive a delete or reversal request from the Health District prior to the effective date of the international transaction, we can assist on a best-effort basis. There may be market risk associated with reversal or deletion requests involving foreign exchange transactions.

The Health District should submit a delete or reversal request by contacting your dedicated client service officer or Foreign Exchange and International Treasury Management Customer Service by email. This email must include specific transaction and company information that verifies the transaction and the Health District's identity.

Your dedicated client service officer contacts you if the reversal or deletion is honored. In addition, you can view transaction information on processed reversals and deletions through our online reporting service.

**10. Positive Pay**

**a. What is the recommended service delivery method (i.e. direct transmission, on-line, or other.)? What are the hardware/software requirements?**

You can choose from a variety of methods for transmitting and receiving your account reconciliation (ARP) files. We describe each option in the tables that follow. We'll work with you during the implementation process to help you determine which option is best for your needs.

**Internet protocols**

Our internet protocol transmission methods offer you secure and efficient ways to exchange data.

**CEO portal application folder access**

You can send your transmission through our *CEO* portal, where you can access all of your online applications.

| Protocol      | Security and encryption  | Added features   |
|---------------|--|--|
| HTTPS browser | <ul style="list-style-type: none"><li>Multi-factor authentication<ul style="list-style-type: none"><li>User ID and password</li><li>RSA SecurID token</li></ul></li><li>128-bit SSL encryption</li></ul> | <ul style="list-style-type: none"><li>Easily manage user access to files with our online user management tool</li><li>Issue and renew digital certificates</li></ul> |

**Wells Fargo direct transmission URL access**

With our automated transmissions protocol options, you can:

- Schedule sessions to connect automatically to send or receive files
- Automatically receive outbound files from Wells Fargo as they become available

| Protocol                                 | Security and encryption   |
|--|---|
| <b>HTTPS with automation<sup>1</sup></b> | <ul style="list-style-type: none"> <li>▪ User ID and password</li> <li>▪ Digital certificate<sup>2</sup></li> <li>▪ VPN Cisco-compatible IPsec</li> <li>▪ 128-bit SSL session-level encryption</li> </ul> |
| <b>FTP/S<sup>1</sup></b>                 | <ul style="list-style-type: none"> <li>▪ User ID and password</li> <li>▪ Digital certificate<sup>2</sup></li> <li>▪ VPN Cisco-compatible IPsec</li> <li>▪ 128-bit SSL session-level encryption</li> </ul> |
| <b>SFTP<sup>1</sup></b>                  | ▪ User ID and key (preferred)   |
|  | ▪ User ID and password (60 day maximum expiration)  |
|  | ▪ VPN Cisco-compatible IPsec  |
|  | ▪ 128-bit Cypher SSH session-level encryption   |
| <b>AS2</b>                               | <ul style="list-style-type: none"> <li>▪ User ID and password</li> <li>▪ Digital certificate<sup>2</sup></li> <li>▪ VPN Cisco-compatible IPsec</li> <li>▪ 128-bit SSL session-level encryption</li> </ul> |

<sup>1</sup>Bank-provided client software is available.

<sup>2</sup>You can issue and renew digital certificates online through our CEO portal.

### Optional value-added services

As part of our internet protocol transmission methods, you can choose to use several services at no additional charge.

| Optional value-added services  |   |
|--|---|
| <ul style="list-style-type: none"> <li>▪ Increase the security and confidentiality of your data with PGP encryption*</li> <li>▪ Name your files to match your internal systems for quick identification and reference</li> <li>▪ Reduce risks with automatic scans of all inbound and outbound files for viruses and malware</li> <li>▪ Receive alerts when a file fails a service check and can't be delivered</li> </ul> | <ul style="list-style-type: none"> <li>▪ Choose to receive notifications (and which staff receive them) to help monitor when: <ul style="list-style-type: none"> <li>▪ A file was not received</li> <li>▪ An unexpected file was received</li> <li>▪ A zero-byte file was received</li> <li>▪ A file is available for download</li> <li>▪ An available file is nearing purge</li> <li>▪ An available file was purged</li> </ul> </li> </ul> |

\*PGP is required for FTP.

### Connect:Direct (NDM) secure proxy

If you have a large transmission volume and need to connect directly to our mainframe environment from your environment, you may want to use this method.



| Access option | Platform  | Security and encryption  |
|---------------|---|--|
| IP address    | <ul style="list-style-type: none"> <li>Connect:Direct (NDM) with Secure+ Proxy</li> </ul> | <ul style="list-style-type: none"> <li>Requires Secure+ add-on</li> <li>128-bit SSL session-level encryption</li> <li>Anti-virus scanning</li> </ul> |

### SWIFT FileAct

If you have chosen to use SWIFT as your transmission option, we support the SWIFT FileAct Real-Time service.<sup>1</sup>

<sup>1</sup>Not available for outgoing image transmission files.

SWIFT uses high levels of advanced encryption and authentication technology.

| Access mode             | Service name  | Connectivity options  |
|-------------------------|---|---|
| Real-Time (RT)          | <ul style="list-style-type: none"> <li>swift.corp.fa</li> <li>swift.generic.fa</li> </ul>     | <ul style="list-style-type: none"> <li>Customer-owned (SWIFT Alliance Access and Gateway)</li> <li>Outsourced (SWIFT Alliance Lite)</li> <li>Outsourced Tailored (Service Bureau for Corporates)</li> </ul> |
| Store-and Forward (SNF) | <ul style="list-style-type: none"> <li>swift.corp.fast</li> <li>swift.generic.fast</li> </ul> | <ul style="list-style-type: none"> <li>Customer-owned (SWIFT Alliance Access and Gateway)</li> <li>Outsourced (SWIFT AllianceLite)</li> <li>Outsourced Tailored (Service Bureau for Corporates)</li> </ul>  |

▪ Please contact your SWIFT representative for additional information about joining SWIFT or visit [swift.com/corporates](http://swift.com/corporates).

**b. What controls are in place to protect against lost files and duplications of transmissions?**

#### Controls for file transmission

For all services, when you transmit a file to us using one of our internet transmission protocols, you can receive an email notification to confirm that your file has been received and is not lost. The email includes the time the file was received and indicates whether your file loaded successfully or failed.

#### Controls specific to ARP

##### Confirmation report

We recommend that the Health District use our ARP File Confirmation service in conjunction with your own internal controls to prevent issues such as file loss and duplicate transmissions.

You can receive either summary or detail confirmation reports to let you know the number of register items received, register items captured, and the total dollar amount of captured items.

ARP File Confirmation reports also detail each rejected register item, the rejected data line as sent to us, and the reject reason. In addition, the detail report lists each item by serial number and you can choose to receive stop payment data.

**c. Does the bank provide automatic file receipt acknowledgements? If so, how?**

Yes. When you transmit a file to us using one of our internet transmission protocols, you can receive an automatic file receipt notification by email. This notification includes a timestamp and indicates whether your file loaded successfully or failed.

For additional assurance that Wells Fargo received your file, we also offer confirmation of receipt as part of our account reconciliation services as described below.

**Account reconciliation**

If you want to automate the file confirmation process, we will provide all of our intraday and next day ARP File Confirmation reports by electronic transmission. You can choose to receive summary data, confirmation of each individual item by serial number, and stop payment data.

Intraday confirmation files are available to you within 60 to 90 minutes of when we received your file. If you send multiple accounts on the same register file, you receive a separate confirmation for each of your accounts and files.

Next-day confirmation files are available by 6:00 a.m. PT on the following business day. If you send multiple accounts and multiple files, you receive one consolidated confirmation report.

**d. Describe the role of any third-party processor used by the bank to provide this service?**

Wells Fargo owns and operates all of our ARP and positive pay services.

**e. What is the bank's deadline for transmitting files/data?**

You can send check issue files, adds, deletes, cancels, voids, and manual issues 24 hours a day, 7 days a week. Our system captures your files every 15 minutes from 6:00 a.m. to 8:00 p.m. PT.

**f. What is the process for notifying the bank of a single check or small check run outside of the regular batch file?**

The Health District staff can send manual issues or deletes using our ARP Register Maintenance service, available through the *CEO* portal.

ARP Register Maintenance gives you the ability to update your issue records 24 hours a day, 7 days a week.

**g. How does the Health District notify the bank of voided and stop payment checks?**

The Health District can use our online ARP Register Maintenance service to update your check registers with voids and cancels. We accept uploads and update our systems throughout the day.

**h. Does your bank have payee verification?**

Yes. Wells Fargo offers an optional service called Payee Validation. You include payee names in your check issue information, and when your checks are presented for encashment\* at a Wells Fargo store or through check inclearing, we will validate that the payee name on the presented item matches the payee name on your issue record.

\*If the payee is not a Wells Fargo customer, they will be charged a check cashing fee when a check is presented for cash at a Wells Fargo location. Alternatively, the Health District has the option to pay the check cashing fee as part of your account analysis.

**i. Is the positive pay service fully implemented at all bank branches?**

Yes. Wells Fargo Teller Positive Pay, integrated into our positive pay service options, gives our tellers online access to your positive pay check issue information, including check dollar amounts and serial numbers.

Our tellers will use your check issue information to validate checks presented for encashment\*. If you use positive pay with payee validation, the payee name information will also be available for tellers to use when validating checks.

We capture issue files and update the teller line every 30 minutes throughout the business day. This ensures that our tellers always have the most current check issue information available.

To avoid problems or delays at the teller line due to missing check information, you should not distribute checks prior to the issue date. If you send a future-dated issue record, that information will not be available for positive pay until the morning of the issue date.

When presented with an unmatched item, our tellers will make a best effort attempt to contact Treasury Management Client Services, who in turn would contact the Health District to request instructions about how to handle the item.

\*If the payee is not a Wells Fargo customer, they will be charged a check cashing fee when a check is presented for cash at a Wells Fargo location. Alternatively, the Health District has the option to pay the check cashing fee as part of your account analysis.

- j. **How does the bank handle exception (“paid not issued”) items?**
  - i. **Does the bank offer a daily listing of exception items?**
  - ii. **Are there defaults available for each account to either automatically return or pay on exception items?**
  - iii. **What is the timeline for reporting exceptions to the Health District?**
  - iv. **How are exceptions reported to the Health District? Will an image be available?**
  - v. **What is the timeline for the Health District to act on any exceptions?**
  - vi. **What are the hours of operation of this service unit? (Below answers i to vi)**

Our prior day Positive Pay service compares checks posted to your account to your issue information. We review all positive pay exceptions and we reverse checks that we can correct (such as encoding errors), and repost them on the following business day. This feature saves you time and money — because we research and resolve the majority of your exception items for you.

You’ll receive next-day exception reporting and images by 9:00 a.m. PT.  
 You’ll make your decisions by 2:00 p.m. PT.

| Pay                   | Return                | Edit/Pay              | Account Number                           | Serial Number                                  | Amount     | Exception Type                   | Default Decision |                            |
|-----------------------|-----------------------|-----------------------|--|--|------------|----------------------------------|------------------|----------------------------|
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 2345678901234                            | 1111111111                                     | \$55.00    | INNRR                            | Pay              | <a href="#">View Image</a> |
|                       |                       |                       | <input type="checkbox"/> Create Register |  |            |                                  |                  |                            |
| <input type="radio"/> | <input type="radio"/> |                       | 2345678901234                            | Original: 012345<br>New: 2222222222            | \$100.00   | PAYEE NAME                       | Pay              | <a href="#">View Image</a> |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 3456789012                               | 3333333333                                     | \$3,500.00 | MATCHING CANCEL                  | Pay              | <a href="#">View Image</a> |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 3456789012                               | 4444444444                                     | \$2,000.00 | REGISTER \$ DIFFERS / PAYEE NAME | Pay              | <a href="#">View Image</a> |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | 3456789012                               | <input checked="" type="checkbox"/> 5555555555 | \$750.00   | INNRR                            | Pay              | <a href="#">View Image</a> |
|                       |                       |                       | <input type="checkbox"/> Create Register |  |            |                                  |                  |                            |

**Send issue files as often as you need throughout the day**

We accept issue files 24 hours a day, 7 days a week. If we receive your file prior to 8:00 p.m. PT, we process it and update your issue information before we update the system with checks presented for payment that night. This ensures that we have the most recent issue information to compare with presented checks.

To avoid exceptions, you should not distribute checks prior to the issue date. If you send a future-dated issue record, that information will not be available for positive pay until the morning of the issue date.

## **11. Merchant Card Services**

### **Payment technology**

We understand the varying needs of merchants across all types of industries. That's why our authorization system supports a wide range of communication interfaces, including MPLS, VPN, satellite, dial-up, internet, and wireless. We own and manage the end-to-end transaction delivery network, supporting more than 2.8 billion credit and debit transactions each year. With us, you authorize and settle your transactions using a comprehensive authorization system that provides a fast, reliable, and fully redundant solution for all of your electronic payment transactions.

Further, Wells Fargo Merchant Services has value added reseller (VAR) relationships with more than 200 vendors providing a broad array of processing products and services to meet almost any customer's payment processing needs.

### **Implementation and customer service**

With the recent economy, merchant customers like you are trying to do more with fewer resources. They're tasked every day with trying to find ways to be more efficient, while trying to control costs. Like you, they don't have the resources to allocate to researching ways to optimize operations.

That's why we have more than 750 team members across the United States to service our merchant customers. Our team members focus on the sales, implementation, and relationship management aspects of merchant services. Each team member is dedicated to understanding each merchant's unique environment and to meeting the needs of every merchant and customer.

### **Implementation**

One of the ways we help meet your needs is with a completely customized implementation process and timeline. Unlike other providers, we configure each implementation plan to the unique needs of each customer. This allows us to customize the implementation plan for the specific size, scope, and complexity that is required.

As part of our process, a dedicated implementation project manager and a dedicated wholesale implementation management team are assigned to the Health District to lead the enterprise-wide conversion. The implementation project manager is skilled and experienced in facilitating the transition process and works directly with you and your staff.

Based on this planning effort, we will present the Health District with a Statement of Work (SOW) and a mutually agreed upon timetable that satisfies all of your requirements. Please note that timelines may vary depending on the type of processing conversion, POS systems, and the method of processing communication.

This custom approach to the transition ensures that the implementation plan and schedule meet the exact needs of your organization and will ensure a smooth transition.

The wholesale implementation management team takes total ownership of the conversion throughout the implementation cycle, placing the highest priority on timeliness, accuracy, and efficiency. The implementation team will coordinate with you for all system conversions and training for both one-on-one and group sessions.

### Customer service

Another way we help you meet your needs, is to assign a dedicated merchant services relationship team that is responsible for providing proactive account management and superior ongoing support. Your merchant services relationship team will review Interchange qualifications and chargeback levels and provide support to your personnel on compliance related questions.

Because issues don't always arise during normal business hours, you can also obtain client services, technical support, and terminal support from Wells Fargo Merchant Services 24 hours a day, 365 days a year. Our commitment to service excellence is one of the primary reasons customers do business with us.

### Pricing

Wells Fargo Merchant Services LLC has entered into a contract for services with The State of Nevada from March 1, 2015 through February 28, 2019. The products, services, and corresponding cost included in the State of Nevada contract can be made available to SNHD through an adoption and amendment agreement to the RFP No.3136, "Contract for Merchant Services". We have provided the breakdown of the services and costs that would be made available to SNHD through this structure separately within our pricing proposal.

### Why Wells Fargo

It's important for customers to know they are working with a trusted provider who has experience and knowledge in the merchant services industry. With this knowledge and experience comes a deep-rooted understanding of your challenges and needs. Many customers like you have decided to work with Wells Fargo Merchant Services just for this reason.

Wells Fargo has been processing card transactions since 1976; in 1993 Wells Fargo and First Data Merchant Services (FDMS) joined to create Wells Fargo Merchant Services, LLC (Wells Fargo Merchant Services).

We provide processing for credit and debit cards, PIN-based debit, check verification, gift cards, and other payment services for any sized business. Today, we serve approximately 181,000 customers located in every state in the U.S. and process more than \$247 billion in credit and debit card sales volume.

Wells Fargo Merchant Services supports the following Payment Networks and PIN-based debit networks.

| Payment Networks and gift card providers |   |
|--|---|
| Visa, all including Check Cards          | Discover® Network                       |
| MasterCard®, all including Check Cards   | JCB (Japanese Credit Bureau)            |
| American Express                         |   |
| PIN-based networks                       |   |
| ACCEL (Northwest)                        | NYCE (Northeast, Mid-Atlantic, Midwest) |
| AFFN (National)                          | Pulse (Southwest)                       |
| Alaska Option (Alaska)                   | Shazam (Iowa)                           |
| Credit Union 24 (CU24) (Northeast)       | StarWest (Star)                         |
| Interlink (National, West)               | StarEast (Honor)                        |
| Jeanie (Midwest)                         | Star Northeast (MAC)                    |
| Maestro (National)                       |   |

Wells Fargo Merchant Services offers a number of advantages, including:

- Single processor solution for credit card, debit card, and check processing
- Multi and foreign currency processing for Card Not Present and internet transactions
- Reliable network with redundant, geographically diverse processing centers designed for uninterrupted service
- Extensive and flexible electronic reporting

Please find our Wells Fargo Merchant Services RFP response conditions under Tab F in the Appendix section of our response.

**a. Provide a funds availability schedule by card type. Is it negotiable?**

An important objective for merchant customers is to increase funds availability. By processing with Wells Fargo Merchant Services, funds are deposited to a Wells Fargo Demand Deposit Account (DDA) the next business day by 9:00 a.m. PT – for settlement files received and processed by the cutoff time. Funding to non-Wells Fargo accounts may be delayed due to ACH processing times. Settlement files can be submitted at any time during the day. Our cutoff for dial transmission, data capture solutions (POS terminals and ECR) is 11:00 p.m. PT.

We can work with the Health District on your schedule needs.

**b. What is the settlement deadline?**

Please see below for the latest time in each time zone that sales transactions can be transmitted to meet the settlement times. All platforms have been listed until further discovery determines which platform will best meet the Health District’s needs.

| Platform                                | Eastern    | Central    | Mountain   | Pacific    |
|---|------------|------------|------------|------------|
| CardNet                                 | 2:00 a.m.  | 1:00 a.m.  | 12:00 a.m. | 11:00 p.m. |
| PayPal PayFlow Pro on CardNet           | 9:00 p.m.  | 8:00 p.m.  | 7:00 p.m.  | 6:00 p.m.  |
| PayPal PayFlowLink Gateway on CardNet   | 9:00 p.m.  | 8:00 p.m.  | 7:00 p.m.  | 6:00 p.m.  |
| Nashville                               | 2:00 a.m.  | 1:00 a.m.  | 12:00 a.m. | 11:00 p.m. |
| PayPal PayFlow Pro on Nashville         | 12:00 a.m. | 11:00 p.m. | 10:00 p.m. | 9:00 p.m.  |
| PayPal PayFlowLink Gateway on Nashville | 12:00 a.m. | 11:00 p.m. | 10:00 p.m. | 9:00 p.m.  |
| Authorize.net Gateway on Nashville      | 6:00 p.m.  | 5:00 p.m.  | 4:00 p.m.  | 3:00 p.m.  |
| FDI Global                              | 12:00 a.m. | 11:00 p.m. | 10:00 p.m. | 9:00 p.m.  |

Wells Fargo Merchant Services will also transmit settlement files to the following:

- **American Express:** We transmit all American Express files at 8:00 a.m. PT daily by PCID numbered batches; all files are sent at one time during the day.
- **Discover Network:** We send files after the respective merchant’s cutoff, so it depends on which cutoff each merchant is assigned. We generally send files at 2:00 a.m. and 3:00 a.m. PT daily.

Non-bank card funding will depend on the contractual arrangements that the Health District maintains with specific card issuers; we are happy to help you establish or review such arrangements.

**c. What daily and/or monthly reconciliation reports are available?**

You can access your reconciliation reports quickly and easily with our online merchant reporting tool, BusinessTrack®. From any internet-based PC, you can access and analyze transaction detail for all card types, and reconcile your accounts.

**Reports available**

While we have more than 100 reports, the following table lists some of our most popular reconciliation reports:



| Report name                     | Description  |
|---------------------------------|--|
| Sales Audit                     | Reconcile the amount submitted with the amount processed                     |
| Checking Account Reconciliation | Reconcile the amount processed with the amount funded to the deposit account |

You can receive reports by fax; you also have the option to receive reports by email in various file formats (PDF, DOC, XLS, and CSV) and schedule them to receive daily, weekly, monthly, quarterly, or annually.

**d. Do you offer recurring billing processing?**

Yes. You can use a recurring subscription when you offer an on-going service that has no specific end. Our service creates a schedule based on the subscription information and automatically bills the customer according to the schedule.

It has all the standard subscription information as well as:

- Collection amount
- Frequency for collecting the payments: weekly, monthly, and so on
- Start date for collecting payments

**12. Payment of Fees. Respondents will need to provide information on the following:**

**a. The effective rate and formula used to calculate the service charge credit for collected fund balances;**

The ECR is set internally on a monthly basis at our discretion and may be adjusted during the month to react to market changes.

The ECR is calculated after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators.

Wells Fargo calculates your earnings credit on 100% of your average daily positive collected balances (average positive collected balance). We do not deduct a reserve requirement prior to calculating the ECR. Earnings credit is calculated using the following formula:

$$(\text{average positive collected balance}) \times (\text{number of calendar days in the month}) \times (\text{ECR}) \div \text{actual number of days in the year}$$

**b. The proposed method for setting rates on a compensating certificate of deposit;**

Wells Fargo does not utilize certificate of deposit for compensating balance. We do utilize balances for DDA's, which is the average of 90-day T-Bill rate. At this time, Wells Fargo will place a floor of 0.40% during the term of this contract.

**c. A time frame proposed to pay any additional fees not offset by service charge credit;**

In general, we use a calendar month settlement period and debit accounts for any deficiencies on the 11th calendar day of the month. Alternative settlement period options can be discussed with your Wells Fargo team.

**d. Whether a service charge credit/debit can be carried forward to the next period;**

Wells Fargo's system is designed to settle within a set period, not allowing carry over whether credit or debit.

**e. The formula for any fees in the event of an overdraft;**

We charge for both overdrafts and for the use of uncollected funds. Overdraft fees and uncollected funds use fees that can be offset by the earnings credit allowance. You will not be charged for daylight overdrafts.

The charge for overdrafts is on a per item basis and is based on account activities.

The rate for uncollected funds use is based on our prime borrowing rate. The formula for this fee is shown below.

$(\text{average daily negative collected balance}) \times (\text{overdraft rate}) \times (\text{days in period}) / (360)$

**f. Describe what constitutes a daylight and overnight overdraft situation**

Wells Fargo has the capability to extend a daylight overdraft facility to you. Establishment of such a limit would be subject to the review of financial statements of the Health District and subject to credit approval by Wells Fargo.

Wells Fargo calculates daylight overdrafts upon the Health District's current available balance. However, we can calculate these positions on an account level or at the Health District relationship structure level.

We calculate overdrafts on an individual account level.

**13. Errors and Adjustments**

**a. Describe your adjustment process for resolving deposit discrepancies.**

When you contact Client Services with an inquiry that requires research, the client service officer who works with you logs your issue and provides you with a case number and an expected resolution time. Your client service officer may also engage additional resources as needed.

We use one of two methods for prior period balance or service charge adjustments. Either we adjust the current period compensation for prior period activity, or we adjust the prior period statement, then re-analyze the account and issue a corrected statement for the prior period. We choose the adjustment method based on the size of the adjustment.

**b. At what dollar amount do you write off discrepancies?**

The dollar amount is determined on a case-by-case basis.

**c. Do you adjust the deposit amount or process an adjusting debit or credit?**

We use one of two methods for prior period balance or service charge adjustments. Either we adjust the current period compensation for prior period activity, or we adjust the prior period statement, then re-analyze the account and issue a corrected statement for the prior period. We choose the adjustment method based on the size of the adjustment.

**14. Describe how inquiries requiring research and adjustments are handled by the institution. Are there established turn-around times for research and adjustment items? If yes, specify.**

We have established turnaround times for research and adjustments. The time it takes to respond to a request varies depending on the specific issue and on the type of transaction we are researching; in general, we complete research requests for transactions processed within the previous 180 days within three business days.

On average, we've met the commitment we've made to our customers 99.9% of the time\*.

\*Based on 2014 results.

**15. Describe NSF or Returned Items processing procedures, fees or other related services available. The Health District will require re-depositing "NSF" or "uncollected funds" returned items so that they may be presented a second time prior to being charged back.**

Processing returned items can be a burden on your staff. However, you can improve the efficiency of your process with handling instructions, reporting, or electronic returns — that help you reconcile, research, and collect on returned items.

**Processing**

During implementation, you'll tell us whether you will follow our standard processing instructions or whether you want to set up special instructions\*.

**Standard instructions**

Our standard processing instructions are to:

- Mail all returned items (originals or image replacement documents) and standard notices by U.S. mail to the statement address on our system
- Post all returned items to the depository account in one lump sum per day
- Debit the depository account for chargebacks

**Special instructions**

Examples of special instructions\* the Health District can set up are to:

- Post separate debits for each returned item to the depository account

- Automatically redeposit all items (regardless of amount) returned for NSF or UCF
- Redeposit all Wells Fargo items less than a predetermined dollar amount
- Mail physical items or additional copies of the debit advice to an alternate address
- Chargeback items to an account other than the depository account
- Key additional data (such as maker name, phone number, and address) on the advice

\*Additional fees apply for some special instructions.

## Online reporting and images

### Information reporting

Reduce the time spent researching, analyzing, and recording returned payments. You can access same day and previous day reports with detailed information about your returned items. The HTML format of the report includes links to item images.

You can also access the same day report through your mobile device.

### Decisioning

Begin your collection efforts on the same day we receive returned items. View your returned items 6:00 a.m. PT and change the default disposition (chargeback or redeposit) by 4:30 p.m. PT.

### Notification

Receive an email notification when we process returned items or when items are available for decisioning. This email prompts the Health District to sign on to the portal to view the detailed return reports or to review and decision returned items.

### Images

Access returned items images and detailed information the next business day after we receive the items; information is available up to 180 days.

## Transmission reporting

### Data transmission

Receive a transmission file (in flat or NACHA file format<sup>†</sup>) — including keyed data — for both returned checks and ACH transactions.

### Image transmission

Receive a transmission of returned check images, associated index information, and detailed information through our Image File Import service.

You can import these files into your internal or a third-party image archive. The files consist of an XML formatted file containing index information and a zipped image file containing associated images in JPEG or TIF format.

<sup>†</sup>NACHA format requires enrollment in our ACH check conversion service.

### Electronic returns

Automatically convert eligible paper returned items into ACH debits. This allows us to make up to two re-presentation attempts (instead of only one with the paper deposit process), which can increase your collection rates.

Consumer checks of less than \$2,500 that are returned for NSF or UCF are eligible for this service.

**16. Security/Protection Measures: What security features are in place to minimize the risk of unauthorized transactions?**

To help ensure that only authorized personnel can access customers' electronic or physical data, we have logical, physical, and activity monitoring controls in place 24 hours a day, 7 days a week. These controls use industry best practices for maintaining proper authentication and authorization based on risk level and data criteria.

**17. Service Enhancements: Describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies.**

### Planned new products and enhancements

- Added lockbox capabilities that let customers deposit checks and documents remotely into their wholesale lockbox
- Enhanced forecasting and positioning tools that include balance trending by account, entity, and company
- Improved workflows and expanded global program coverage for commercial card users
- Expanded healthcare solutions, including online patient bill presentment and payments (such as automated bill collection and a swipe device for Apple mobile devices)
- Improved procurement solutions and invoice routing, approval, and automation solutions
- Additional payment confirmation and file format for our consolidated payables service
- Expanded incoming payment types for our consolidated payables service and new output file formats
- Simplified remote deposits, including virtual check endorsements and drop-down discretionary data fields

### Current key product initiatives

- Offering additional card-based products to support electronic payments initiatives
- Expanding our global capabilities
- Enhancing our mobile capabilities and offerings
- Guarantor-based payments and mobile device card swipe payments for healthcare solutions

- Providing services that assist customers with migrating their vendors to electronic payment acceptance

**18. Discuss your use of the internet in providing services to your municipal/business customers.**

Designed as a one-stop shop for access to banking services, the *CEO* portal also provides the Health District access to the following services:

| Services available through the <i>CEO</i> portal  |  |
|---|--|
| <p><b>Treasury Management</b><br/>           ACH Deletes &amp; Reversals Online<br/>           ACH Fraud Filter<br/>           ACH Inquiry<br/>           ACH Payments<br/>           ARP Register Maintenance<br/>           Basic Banking<br/>           Cash Vault<br/>           Deposit Maintenance<br/> <i>Desktop Deposit</i><br/>           Document Retrieval<br/> <i>E-Box</i> Decisioning<br/>           Electronic Document Delivery<br/>           Event Messaging<br/>           Healthcare Claims Payments<br/>           Healthcare Supplier Payments<br/>           Image Positive Pay<br/>           International ACH Payments<br/>           Lockbox<br/>           Payment and Delivery Preferences<br/>           Payment Manager®<br/> <i>Payment Manager</i> File Validation Tool<br/>           Retail Lockbox Image Archive<br/>           Returned Item services<br/>           Reverse Positive Pay<br/>           SAFE Transmission<br/>           Self Administration<br/>           Statements &amp; Notices<br/>           Stops-Images-Search<br/>           Sweep Statements and Confirmations<br/>           Wells Fargo Business Online Banking<br/>           WellsTax® payments<br/>           Wire Transfer</p> <p><b>Prepaid Card Services</b><br/>           Paycard<br/>           Prepaid Card<br/>           Wells Fargo® Visa Gift Card</p> <p><b>Health Benefit Services</b><br/>           Health Benefit Services</p> <p><b>Purchasing</b><br/>           Commercial Card Expense Reporting</p> | <p><b>International Services</b><br/>           Canadian Treasury Services<br/>           Foreign Exchange<br/>           Trade Services Online<br/>           TradeXchange: Export Services<br/>           TradeXchange: Import Services<br/>           TradeXchange: MIS and Images</p> <p><b>Credit, Loan, and Finance</b><br/>           Asset Based Lending<br/>           Business Credit Services<br/>           Credit Management<br/>           Fed Funds Online<br/>           Global Fed Funds<br/>           Interest Rate Management<br/>           Loan Document Templates<br/>           Mortgage Information Reporting<br/>           Receivables Financing<br/>           Supply Chain Finance<br/>           Warehouse Lending Finance<br/>           WFBCI Customer Reporting</p> <p><b>Trust and Investment*</b><br/>           Fed Funds<br/>           Institutional Investing: Reporting<br/>           Institutional Investing: Trading<br/>           Market Linked Investment Offerings<br/>           Mutual Fund Reporting<br/>           Mutual Fund Trading<br/>           Prime Services<br/>           Retirement Plan Payments<br/>           Retirement Professionals Workstation<br/>           Retirement Solutions<br/>           Securities Lending Reporting<br/>           Security Valuations<br/>           Trust Analytics<br/>           Trust Information Delivery<br/>           Trust Portfolio Reporting<br/>           Trust Transaction Management<br/>           Wells Capital Management<br/>           Wells Fargo Advantage Funds<br/>           Wells Fargo Securities – Fixed Income<br/>           Sales</p> <p><b>Shareowner Services</b><br/>           Shareowner Client Connect</p> |

\*Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

You can initiate a full range of transactions, including domestic and international ACH, domestic and international wire transfers, stop payments, foreign exchange, trade, credit, and trust transactions.

**19. Provide information on how your institution plans to keep your product line competitive. Describe what approach the bank is taking in the development of new services and what new services and/or features the bank plans to offer and within what time frame.**

Our focus is always on our customers. We put them at the center of every decision we make. Specifically, we recognize our customers' need to operate efficiently and electronically and, as such, we develop and deliver products and services to meet those needs.

Wells Fargo Treasury Management engages with customers regularly through various interactive channels, including advisory councils and ethnographic studies. Through these ongoing conversations, we learn what organizations want from their treasury services and how they want to use and access them. We then leverage this insight to validate and shape our product offerings.

In today's environment, organizations are being asked to do more with less while keeping up with the ever-changing landscape of technology. With this in consideration, we develop and deliver products that help our customers succeed and make it easy for them to do business with us.

### **We focus on the following areas**

#### **Customers**

Our customers are at the center of the decisions we make, and we work closely with them to identify their specific needs. We then develop products and services that meet these needs in the most efficient way possible.

#### **Technology**

The technological landscape is an ever-changing one; it's critical that Wells Fargo understands how new technology and devices affect our customers. Delivering our services through the most efficient and convenient channels offers increased value to our customers.

#### **Keeping it simple**

Customers need treasury products that are easy to use and implement. Keeping to our core tenet of focusing on our customers, ease of use and implementation are key factors in our product development process.

We're committed to satisfying every financial need of our customers; both large and small, and helping them keep pace with changing market conditions and business priorities.

As a result of our commitment, we continually invest time and resources to develop and deliver a comprehensive suite of treasury products and services. Our current level of product development spending is higher than ever. We are investing more in our Treasury Management products and services than we have in the past.

The combination of our time-tested strength and stability and our excellent treasury products allow us to support your business now and for many years to come.

Please refer to our response in question #17 for planned new products and enhancements

**20. Disaster Recovery**

**a. Describe your institution's formal disaster recovery plan.**

Wells Fargo has formal teams in place that are dedicated to managing our ongoing business continuity efforts. Our Business Continuity Planning office oversees preparedness at an enterprise level, and each primary Wells Fargo line of business ensures preparedness at the business level.

Wells Fargo is active in industry forums whose primary objectives are to discuss and share various disaster recovery-related best practices. Forums we are involved in include Contingency Planning & Management, Disaster Recovery Journal, Disaster Recovery International, and Payment Risk Committee, among others.

**Testing**

We update and test disaster recovery procedures regularly, with the frequency and timing varying by the business function or application. We test and update business unit-level procedures no less than annually and critical enterprise-wide systems no less than semi-annually.

**Critical functions**

Our core processes and procedures for business continuity planning remain consistent for a wide variety of disruptions, including earthquakes, fires, floods, technical outages or in the event of a cyber-threat. If a disaster or emergency occurs, we make every attempt to restore and maintain normal service levels as soon as possible. Contingency planning, routine data backups, and business recovery are parts of each Wells Fargo disaster recovery plan. We are on call 24 hours a day, 7 days a week when responding to an incident.

Although components of our business continuity plan may vary based on the nature of an event, we have identified the main areas that are most commonly affected, and provide our general approach to each in the following paragraphs.

**Systems**

To minimize the severity of system interruptions, we have instituted redundancies for business critical systems. If a Wells Fargo system experiences a temporary outage, we allocate available resources to the remediation of the impacted applications. Our systems reroute to a hot backup site within three minutes of issue identification.



### Telecommunications and power

Wells Fargo works with multiple telecommunications and power companies to create a redundant network to minimize the likelihood of an outage. However, if an outage occurs, we take reasonable action to implement manual alternatives.

### Customer data

We store customer and account data on a source system of record, and back it up in either real time or on a batch-based schedule. If a disaster occurs, your relationship manager, client service officer, and other relationship team members will have immediate access to the source system that houses your information.

In the event of a disaster, you will connect with the same Wells Fargo team members that are familiar with you and your overall relationship with Wells Fargo today.

### Wells Fargo Mobile Response Unit

Our Mobile Response Unit can be dispatched to an affected area to help our customers in just a few days. The Mobile Response Unit is built on a semi-trailer truck, can be powered by self-contained generators, has private offices, a cellular data feed with satellite backup, as well as a kitchen and bathroom. In the past, our response unit has provided our customers with in-person mortgage assistance, check processing, and guidance to help with the repair and recovery process.

#### **b. How quickly will back-up facilities be activated?**

Our backup processing takes place at alternate sites that are already active and in use. We tier recovery time to divert processing to the alternate site depending on how critical the product is to our customers.

We can recover critical products quickly — with minimal or no down time. Less critical products are recovered according to their tiers as needed.\*

Wells Fargo operates, and owns or leases, all backup processing sites, so we can stay at the sites as long as needed.

\*The forgoing does not constitute a representation or warranty that certain events will not affect Wells Fargo systems or that Wells Fargo will achieve specific recovery times in the event of a disruption.

#### **c. Describe your institution's operating capabilities to assist the Health District in the event of a disaster or declared emergency.**

### Backup processing

If a disaster occurs at one of our primary operations centers, we use alternate processing centers to take over day-to-day processing and support until the primary center returns to normal operating conditions. Our recovery sites are strategically dispersed across multiple locations to minimize potential disruption within a specific geographic region. These sites are fully staffed,

are operational, and use redundant systems to help provide a smooth transition from the primary to the alternate site.

In most situations, we can restore primary processing within two to twelve hours of disaster declaration. Our recovery sites have sufficient capacity to maintain processing for an extended period. The following are our backup processes for our core services.

#### CEO portal

We maintain a duplicate environment of the *CEO* portal in a separate location. We actively monitor the readiness of the alternate site by using it to deploy code enhancements and enact disaster preparedness simulations.

#### CEO Mobile

We have a backup environment for our mobile platform in the event of a system outage. Our CEO Mobile® and *CEO* portal channels have different URLs and user interfaces so neither is impacted if one channel is down.

#### ACH

If we invoke a disaster recovery or business continuity plan, processing will automatically divert to the identified backup site as necessary. We test our ACH capabilities no less than annually to maintain the highest level of reliability and effectiveness.

Although we have geographically dispersed backup sites and processes for automatic processing of ACH transactions, manual workarounds may become necessary, depending on the nature and severity of a specific disaster or emergency. If manual workarounds do become necessary, we'll work with affected customers on a case-by-case basis to determine the most effective way to process file information.

#### Lockbox

If Wells Fargo invokes a disaster recovery or business continuity plan, lockbox processing at the affected site automatically diverts to a backup location. Alternative processing may include diverting mail delivery from the affected primary site to the recovery site.\* In such a case, after we receive mail at the recovery site, we will follow customer-specific instructions to process checks, capture accounts receivable data, and image checks and invoices. We will notify customers and couriers (as appropriate) that their normal processing sites or procedures are affected.

\*Depending on the severity of a disaster, delayed mail delivery may affect processing time, which could impact normal Wells Fargo service level agreements.

#### Cash vault

If a primary cash vault site is unable to accept, deliver, or process cash, functions will be diverted to the identified backup site(s) as needed. Accordingly, receipt or delivery of cash may be delayed due to transportation distance between you and the backup site. If such an event occurs, we will take reasonable action to resume our normal cash delivery service levels as soon as possible, given available transportation options.

### Wire transfer

Each backup site has the ability to accept transferred workloads (including telephone calls) and can back up other sites as needed.

You also have the option to enroll in a specific backup channel should access to your primary wire transfer channel be interrupted. These channels include telephone-initiated wires and using our mobile service to access select functions of the wire transfer service.

For Federal Reserve processing, Wells Fargo maintains redundant connections to two different Federal Reserve Banks in order to minimize potential disruption within a specific geographic region. As an additional precaution, the Fed has implemented frame relay technology, so we can automatically transfer to an alternate Fed processing site as needed. We conduct comprehensive joint testing with the Fed on a quarterly basis.

### Desktop Deposit

Wells Fargo automatically stores the checks you scan using the *Desktop Deposit* service on our servers. In the event of a power outage or other interruption, your deposit remains in a pending deposit queue until you can access the system again. Additionally, you have the opportunity to review the deposit before you submit it to the bank to ensure all of your checks are included. You can also access our *CEO Mobile* Deposit service\* in the event of an outage or take your deposit to a Wells Fargo store.

\*iPhone, iPad, iPad Mini, and Android devices are supported.

### SAFE Transmission

Our Secure Application File Exchange (SAFE) Transmission service has multiple access options and we have multiple backups of the environment. This includes the deployment of a backup URL in the case of disaster. For accessing the SAFE Transmission service, Wells Fargo recommends that users leverage URLs in their automation scripts. This will provide uninterrupted service if changes between SAFE Transmission sites is required.

### Payment Manager

We maintain multiple backups of our *Payment Manager* platform. If any of our file transmission options are temporarily unavailable, you can use the online file upload feature of the *Payment Manager* service, available through the *CEO* portal, as an alternative

### Commercial Card

Our processing partners, Total System Services, Inc. (TSYS) and Visa, have comprehensive plans in place for disaster recovery. In most situations, we can restore commercial card processing within 12 to 24 hours of disaster declaration. Our backup sites have sufficient capacity to maintain processing for an extended period of time.

### Merchant Services

All platforms owned and operated by our processing partner, First Data Merchant Services (FDMS), are fault-tolerant by design and achieve average up-time availability of more than 99%. Our systems have sufficient redundancy and capacity to sustain a complete outage and still be able to process traffic at the remaining sites. Wells Fargo owns and maintains three geographically diverse and operational data centers. Each individual site acts as a backup to any of the others by using network diversity and processor redundancy to provide transparent and total outage protection.

**21. Implementation Plan: Provide a detailed description of the implementation process, including testing, and a sample implementation schedule.**

Your implementation coordinator will partner with your staff to develop the schedule and document the process we will follow. A sample timeline for our product implementation is below. (While the sample timeline shows many crucial tasks, it is not comprehensive; after we meet with you to discuss your needs, the timeline will be customized.)

The implementation lead time represents the length of time it takes to make the service available to the Health District once your implementation coordinator gathers all of the necessary information from you and any internal sources, and once the Health District has returned the signed Acceptance of Service to Wells Fargo.

### Sample implementation timeline

| Product   | Responsibility                    | Expected completion date | Actual completion date | Expected completion date status | Notes |
|---|-----------------------------------|--------------------------|------------------------|---------------------------------|-------|
| <i>CEO – Gather information, supply and return legal forms, training: 7 days<br/>                     New product setup: 1 day<br/>                     Change or delete product: 3 days<br/>                     Add certain types of reports: Lead times are the same as the corresponding products</i> |                                   |                          |                        |                                 |       |
| Review and confirm services   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Review and approve forms  | The Health District               |                          |                        |                                 |       |
| Set up online user management: assign company ID, user IDs, initial passwords   | Wells Fargo                       |                          |                        |                                 |       |
| Set up basic reports for balance and transaction activity   | Wells Fargo                       |                          |                        |                                 |       |
| Determine resources that will provide consultative training   | Wells Fargo                       |                          |                        |                                 |       |

| Product   | Responsibility                    | Expected completion date | Actual completion date | Expected completion date status | Notes |
|---|-----------------------------------|--------------------------|------------------------|---------------------------------|-------|
| Perform/participate in training   | Wells Fargo / the Health District |                          |                        |                                 |       |
| <b>NOTE:</b> The implementation time can be shorter (or longer), depending on the products being implemented.               |                                   |                          |                        |                                 |       |
| <b>Account opening – 1 day lead time</b>  |                                   |                          |                        |                                 |       |
| Identify all accounts to be opened  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Provide subaccount locations (if applicable)  | Wells Fargo                       |                          |                        |                                 |       |
| Provide account numbers   | Wells Fargo                       |                          |                        |                                 |       |
| Provide MICR specifications   | Wells Fargo                       |                          |                        |                                 |       |
| Order deposit tickets, check stock, and other supplies  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Validate setup  | Wells Fargo                       |                          |                        |                                 |       |
| <b>ACH direct transmission – 17 days lead time</b>  |                                   |                          |                        |                                 |       |
| Review and confirm services   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Provide file layout specifications  | Wells Fargo                       |                          |                        |                                 |       |
| Determine transmission method and issue IDs   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Issue transmission ID   | Wells Fargo                       |                          |                        |                                 |       |
| Create test file  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Review format of test file  | Wells Fargo                       |                          |                        |                                 |       |
| Perform transmission testing (additional time may be needed for outbound transmission testing, such as for a returned item) | Wells Fargo / the Health District |                          |                        |                                 |       |

| Product  | Responsibility                    | Expected completion date | Actual completion date | Expected completion date status | Notes |
|--|-----------------------------------|--------------------------|------------------------|---------------------------------|-------|
| Move transmission ID into production   | Wells Fargo                       |                          |                        |                                 |       |
| Validate and finalize setup  | Wells Fargo                       |                          |                        |                                 |       |
| <b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing.  |                                   |                          |                        |                                 |       |
| <b>ARP/Positive Pay – 30 days lead time</b>  |                                   |                          |                        |                                 |       |
| Review and confirm services  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Provide file layout specifications   | Wells Fargo                       |                          |                        |                                 |       |
| Issue transmission ID  | Wells Fargo                       |                          |                        |                                 |       |
| Create test file   | The Health District               |                          |                        |                                 |       |
| Perform transmission testing   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Move transmission ID into production   | Wells Fargo                       |                          |                        |                                 |       |
| Validate and finalize setup  | Wells Fargo                       |                          |                        |                                 |       |
| <b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing. Also, adding ARP to an existing account is cycle dependent and can only be done at the beginning of a statement cycle. |                                   |                          |                        |                                 |       |
| <b>Payee Validation – 30 days* lead time</b>   |                                   |                          |                        |                                 |       |
| Review and confirm services  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Share manual review fee with the Health District   |                                   |                          |                        |                                 |       |
| Share key implementation requirements, guidelines, and video tour  | Wells Fargo                       |                          |                        |                                 |       |
| Acknowledge understanding of requirements  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Request customer limits check stock order  |                                   |                          |                        |                                 |       |
| Confirm checks are ready to monitor  |                                   |                          |                        |                                 |       |

| Product   | Responsibility                    | Expected completion date | Actual completion date | Expected completion date status | Notes |
|---|-----------------------------------|--------------------------|------------------------|---------------------------------|-------|
| Set up for production<br><br>Establish automation to Image Positive Pay   | Wells Fargo                       |                          |                        |                                 |       |
| Begin monitoring test checks  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Review check stock and monitor issue file for three weeks   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Address any issue file corrections  | Wells Fargo / the Health District |                          |                        |                                 |       |
| If checks pass three weeks of testing, there is no further follow up  | Wells Fargo                       |                          |                        |                                 |       |
| If checks fail testing, the Health District has 60 days to fix issues <sup>†</sup>  | The Health District               |                          |                        |                                 |       |
| Validate and finalize setup   | Wells Fargo                       |                          |                        |                                 |       |
| *Dependent upon results of check stock monitoring.<br>†If checks still fail, the manual review fee will be assessed.  |                                   |                          |                        |                                 |       |
| <b>Note:</b> The implementation time can be shorter (or longer), depending on ARP transmission testing.   |                                   |                          |                        |                                 |       |
| <b>CEO ACH Fraud Filter: New setup – 3 days</b><br><b>Change – 3 days</b><br><b>Delete – 2 days</b>   |                                   |                          |                        |                                 |       |
| Review and confirm services   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Attend and complete training  | The Health District               |                          |                        |                                 |       |
| Identify default decisions  | The Health District               |                          |                        |                                 |       |
| Set up service on ACH platform  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Set up optional 30-day review (before considering stop option)  | Wells Fargo                       |                          |                        |                                 |       |
| Implement stop option if needed   | Wells Fargo                       |                          |                        |                                 |       |
| <b>Note:</b> This service becomes active after users complete training. The Health District's responsiveness will affect the implementation lead time; delays in completing training can increase the implementation timeframe. |                                   |                          |                        |                                 |       |

| Product   | Responsibility                    | Expected completion date | Actual completion date | Expected completion date status | Notes |
|---|-----------------------------------|--------------------------|------------------------|---------------------------------|-------|
| <b>Controlled Disbursement – Without an intraday transmission: 6days lead time<br/>With an intraday transmission: 30 to 40 days lead time</b>   |                                   |                          |                        |                                 |       |
| Review and confirm services   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Assign account numbers  | Wells Fargo                       |                          |                        |                                 |       |
| Provide MICR specifications and ARP documentation as applicable   | Wells Fargo                       |                          |                        |                                 |       |
| If transmission testing is required, testing must be completed before finalizing setup  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Provide test checks   | The Health District               |                          |                        |                                 |       |
| Perform check testing (MICR and image)  | Wells Fargo                       |                          |                        |                                 |       |
| Validate first live file and finalize setup   | Wells Fargo                       |                          |                        |                                 |       |
| <b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing. Wells Fargo cannot open the accounts until sample checks pass testing and transmission testing is complete. |                                   |                          |                        |                                 |       |
| <b>Desktop Deposit – 7 days lead time</b>   |                                   |                          |                        |                                 |       |
| Review and confirm services   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Order supplies  | Wells Fargo                       |                          |                        |                                 |       |
| Complete and validate setup   | Wells Fargo                       |                          |                        |                                 |       |
| Send welcome package  | Wells Fargo                       |                          |                        |                                 |       |
| <b>Image File Import – 14 days lead time</b>  |                                   |                          |                        |                                 |       |
| Review and confirm services   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Provide reference guide   | Wells Fargo                       |                          |                        |                                 |       |
| Issue transmission ID   | Wells Fargo                       |                          |                        |                                 |       |
| Set up manual user access and order   | Wells Fargo                       |                          |                        |                                 |       |



| Product  | Responsibility                    | Expected completion date | Actual completion date | Expected completion date status | Notes |
|--|-----------------------------------|--------------------------|------------------------|---------------------------------|-------|
| tokens   |                                   |                          |                        |                                 |       |
| Download test file and confirm connectivity and format   | The Health District               |                          |                        |                                 |       |
| Send live files  | Wells Fargo                       |                          |                        |                                 |       |
| Validate and finalize setup  | Wells Fargo                       |                          |                        |                                 |       |
| <b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing.  |                                   |                          |                        |                                 |       |
| <b>Returned Items – 5 days lead time</b>   |                                   |                          |                        |                                 |       |
| Review and confirm services  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Issue transmission IDs   | Wells Fargo                       |                          |                        |                                 |       |
| Implement instructions   | Wells Fargo                       |                          |                        |                                 |       |
| Send test file   | The Health District               |                          |                        |                                 |       |
| Validate setup   | Wells Fargo                       |                          |                        |                                 |       |
| <b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing.  |                                   |                          |                        |                                 |       |
| <b>WellsImage® Media – 20 days lead time</b>   |                                   |                          |                        |                                 |       |
| Review and confirm services  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Provide MICR check specifications  | Wells Fargo                       |                          |                        |                                 |       |
| Provide test checks  | The Health District               |                          |                        |                                 |       |
| Perform check testing (MICR and image)   | Wells Fargo                       |                          |                        |                                 |       |
| Finalize setup   | Wells Fargo                       |                          |                        |                                 |       |
| <b>Note:</b> The implementation time can be shorter (or longer) depending on check testing. It is also cycle dependent and can only be added at the beginning of a statement cycle if adding <i>WellsImage</i> Media to an existing account. |                                   |                          |                        |                                 |       |

| Product  | Responsibility                    | Expected completion date | Actual completion date | Expected completion date status | Notes |
|--|-----------------------------------|--------------------------|------------------------|---------------------------------|-------|
| <b>Wholesale Lockbox – 10 days lead time</b>   |                                   |                          |                        |                                 |       |
| Review and confirm services  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Provide sample invoices (for image)  | The Health District               |                          |                        |                                 |       |
| Perform invoice testing  | Wells Fargo                       |                          |                        |                                 |       |
| Provide lockbox number and live date   | Wells Fargo                       |                          |                        |                                 |       |
| Finalize setup   | Wells Fargo                       |                          |                        |                                 |       |
| Perform image training   | Wells Fargo / the Health District |                          |                        |                                 |       |
| <b>Wholesale Lockbox with transmission – 30 to 40 days lead time</b>   |                                   |                          |                        |                                 |       |
| Review and confirm services  | Wells Fargo / the Health District |                          |                        |                                 |       |
| Provide file layout specifications   | Wells Fargo                       |                          |                        |                                 |       |
| Provide sample invoices (for image)  | The Health District               |                          |                        |                                 |       |
| Perform invoice testing  | Wells Fargo                       |                          |                        |                                 |       |
| Issue transmission ID  | Wells Fargo                       |                          |                        |                                 |       |
| Perform transmission testing   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Provide lockbox number and live date   | Wells Fargo                       |                          |                        |                                 |       |
| Move transmission ID into production   | Wells Fargo                       |                          |                        |                                 |       |
| Finalize setup   | Wells Fargo                       |                          |                        |                                 |       |
| <b>Note:</b> The implementation time can be shorter (or longer), depending on transmission testing. Lockbox can begin receiving deposits 10 business days after the lockbox number is assigned; however, we cannot provide remittance details electronically until transmission testing is complete. |                                   |                          |                        |                                 |       |

| Product                                       | Responsibility                    | Expected completion date | Actual completion date | Expected completion date status | Notes |
|---|-----------------------------------|--------------------------|------------------------|---------------------------------|-------|
| <b>Zero Balance Account – 1 day lead time</b> |                                   |                          |                        |                                 |       |
| Review and confirm services                   | Wells Fargo / the Health District |                          |                        |                                 |       |
| Implement zero balance account                | Wells Fargo                       |                          |                        |                                 |       |
| Validate first transfer                       | Wells Fargo                       |                          |                        |                                 |       |

### Expected completion date\* status legend

|          |         |         |          |          |
|----------|---------|---------|----------|----------|
| On track | At risk | On hold | Past due | Complete |
|----------|---------|---------|----------|----------|

\*The expected completion date status is a color-coded tracking mechanism that provides a visual representation of the status of each step in the product implementation.

## 22. List the address and hours of operation at your nearest branch office and also the hours of operation for non-branch services.

While Wells Fargo has more banking stores within the State of Nevada, the following banking stores are the ones closest to your location and can best support your banking needs.

| Banking store  | Hours  | Distance  |
|--|--|-----------|
| <b>Financial Center</b><br>3300 W Sahara Avenue<br>Las Vegas, NV 89102<br>702-221-7301 | Lobby hours:<br>Mon-Thu 9:00 a.m.-5:00 p.m.<br>Fri 9:00 a.m.-6:00 p.m.<br>Sat 9:00 a.m.-4:00 p.m.<br>Sun closed<br>Drive-up hours:<br>Mon-Fri 8:00 a.m.-6:00 p.m.<br>Sat-Sun closed<br>ATMs:<br>24 hours | 2.0 miles |
| <b>Twin Lakes</b><br>801 N Rancho Drive<br>Las Vegas, NV 89106<br>702-636-6860         | Lobby hours:<br>Mon-Thu 9:00 a.m.-5:00 p.m.<br>Fri 9:00 a.m.-6:00 p.m.<br>Sat 9:00 a.m.-4:00 p.m.<br>Sun closed<br>Drive-up hours:<br>Mon-Fri 8:00 a.m.-   | 2.1 miles |

| Banking store | Hours  | Distance |
|---------------|--|----------|
|               | 6:00 p.m.<br>Sat 9:00 a.m.-4:00<br>p.m.<br>Sun closed<br>ATMs:<br>24 hours |          |

**23. Discuss any special conditions, other fees, other services, or deviations from the requested scope.**

Please see additional sheet under Attachment F provided separately. Included in Attachment F are recommendations for several changes that will result in increased efficiencies and potential cost savings including:

- Utilize online image retention (seven year color image archive) for your Wells Fargo lockbox, reducing charges by 80% compared to the DVD image retention
- Convert from paid check CD Rom to online delivery of a paid check image file (Image File Import through the *CEO* portal)
- Implement lockbox online decisioning to allow your staff to key missing account information from check only payments or missing remittance information, providing a much cleaner A/R file and elimination of the return of check only payments to SNHD.

Prior to implementation of services, Wells Fargo would be happy to review current processes further to make recommendations that will result in even greater efficiencies than what we can recommend from the RFP document.

## Tab 4. Purchasing card

### Attachment D

**1) General information to be provided by proposer**

**1. Provide names, titles and current resumes for issuer contact personnel.**

The Health District will work with your dedicated account manager, Abby Ward, for ongoing card program support. In addition to your commercial card team, you will have access to our service center, which is dedicated exclusively to commercial card customers and their cardholders 24 hours a day, seven days a week.

Some of the other team members your account manager may coordinate with are listed in the following table.

|  |   |
|--|---|
| <p><b>Kya Fields</b><br/>WellsOne Commercial Card<br/>Electronic Banking Consultant</p> <p>kya.l.fields@wellsfargo.com<br/>602-378-5757 phone</p> <p>100 West Washington Street<br/>20th Floor<br/>Phoenix, AZ 85233</p> | <p>As your Electronic Banking Consultant, Kya will provide customized program design, implementation support, and training support for new clients. She focuses on identifying optimum commercial card solutions for Wells Fargo's customers.</p> <p>Kya is an 18-year veteran of the banking industry, joining Wells Fargo in 2002. Kya holds a B.S. in marketing from Arizona State University.</p> |
| <p><b>Abby Ward</b><br/>Account Manager</p> <p>abby.j.ward@wellsfargo.com<br/>612-316-3605 phone</p> <p>625 Marquette Ave<br/>10th Floor<br/>Minneapolis, MN 55402</p>   | <p>Abby is your account manager and will be the principal point of contact for all aspects of your card program. She will meet with you regularly to discuss your program goals and needs.</p>  |

**2. Will one primary contact be assigned to the [Unit Type]'s accounts?**

Yes. The Health District will work with your dedicated account manager, Abby Ward, who will work with you to design, implement, and guide your program on an ongoing basis. Through regular meetings as well as formal annual reviews, she will help you maximize your program and meet the goals you have set.

**3. How long has the issuer offered purchase card services?**

We have offered our commercial card program since 1994. We released our first automated accounts payable solution in 1995. Since then, the service has

grown to encompass all payment types including ACH, wire transfer, U.S. dollar and Canadian dollar check, and commercial card payments.

We introduced our virtual card payment solution in early 2009. Our dedicated supplier analysis and onboarding team started in 2010, adding ACH payments to our supplier outreach in 2014.

Other milestones in our commercial card program include the creation of our Commercial Card Expense Reporting (CCER) platform, the introduction of our mobile service, receipt imaging capability (including mobile receipt capture), and our move to chip and PIN security.

**4. Specify the number of government customers using this service? Provide names, phone numbers and e-mail addresses of three to five references.**

In addition to our own Wells Fargo program, we manage more than 6,000 commercial card programs across a wide variety of industries. The most common industries we support include:

- Health services
- Manufacturing
- Educational services
- Business services
- Government entities

Though we do not release specific information regarding the number of customers in each sector, if we are selected as a finalist, we will provide the Health District with references from your industry who can provide feedback related to your needs.

**5. How many of your current customers are doing electronic downloads of information? How is information accessed?**

We manage more than 6,000 commercial card programs. Our customers utilize our Commercial Card Expense Reporting (CCER) platform to download information. Our CCER platform is a proprietary online application that does not require any installation and is supported by the following browsers: Internet Explorer, Safari, Google Chrome, and Firefox.

**6. What differentiates your service from that of other providers?**

With our commercial card program, you'll maximize convenience, efficiency, and control with one card and one platform that easily handles your employee spending, travel, general procurement, accounts payable disbursements, and more. The following are features of our service that differentiate us from other providers.

**Methodologies**

You can use a one-card solution for purchasing and travel and expense payments rather than having different card programs for each of your needs.

Our Commercial Card Expense Reporting platform is a proprietary solution. We ask for feedback and recommendations from you and our other customers when improving our platform.

### Product features

Using our CEO Mobile® service, cardholders can view balances and available credit and enter out-of-pocket expenses as transactions occur. They can also scan receipts and attach them to electronic expense reports rather than submitting physical receipts. Mobile receipt imaging is available for cardholders with an iPhone, iPad, or Android device.\*

\*Requires iOS version 6.1 or above or Android version 4.0 or above.

### Size

Customers of all sizes and from many different types of organizations use our commercial card services. In the 2014 Nilson U.S. Commercial Bank Cards Report, Wells Fargo ranked third in issuer volume for 2013. Our reported volume was more than \$63.5 billion.

### Dedicated team

You'll be assigned a dedicated account manager and also be supported by our Business Purchasing Service Center, which has more than 150 dedicated employees, for any customer service need.

### Industry leader

In 2014, Wells Fargo received the following 2013 Visa service quality performance awards in regards to fighting fraud:

- Highest Domestic Authorization Approval Rate
- Highest International Authorization Approval Rate
- Highest Chargeback Effectiveness Rate for Non-Fraud Reason Codes

In the 2014 Phoenix-Hecht Middle Market index survey, we received an A+ rating for customer service, including technical support for purchasing card services.

In the 2014 Phoenix-Hecht Large Corporate index survey, we received an A rating for our purchasing card's overall capabilities and functionality.

**7. What new services or features does the issuer plan to offer and within what time frame?**

Wells Fargo is committed to providing our customers with a high quality commercial card solution. We continually invest in this service to ensure we are meeting the needs of our customers.

The following are the strategic objectives we have for the next five years as we work to improve and expand our service and best serve our commercial card customers.

### Expanded offerings

We continue to look for additional programs that leverage our commercial card service and make business easier for our customers. We're working to have our solution compatible with emerging payment options, and also are developing an executive card offering.

### New experience

Because our online software is proprietary, we'll continue to update our service with customer-initiated suggestions. We're looking to enhance our online tools and make sure they are accessible on all platforms. We are introducing text alerts as well as adding new features making it easy to track and reconcile card transactions while on the go. We're making our program administration more streamlined and efficient and enhancing our receipt imaging capability as well.

### Continued global expansion

After expanding our offering into Europe, we'll continue to build our international presence through direct program offerings and building partnerships with in-country banks.

**8. Are enhancements under the direct control of the issuer?**

Yes. Our online reporting platform, CCER, is a proprietary solution.

**9. If the government were to request enhancements, describe the prioritization process for responding to such requests.**

If you request an enhancement to our commercial card service, we will review the request with you to determine if it is feasible or if it is already in development.

We make enhancements and upgrades to our services based on customer feedback, emerging technology, and market trends. Our ability to meet the needs of multiple customers is a driving factor in how we prioritize our enhancement projects. To date, all of our enhancements to this service have come from customer requests.

Our product development organization reviews all enhancement requests and, based on the scope of the work, attempts to balance between customer-requested features and performance enhancements.

**10. What card platform(s) does your program employ (e.g., MasterCard, Visa, Amex or other)? Why? If more than one is used, which would you recommend for our program and why?**

Wells Fargo is a dual issuer, with both the Visa and MasterCard platforms available for our commercial card service. Based on our current understanding of the Health District's needs, we recommend Visa for the following reasons:

- Visa's focus on government business
- Worldwide acceptance



**11. What third-party processor, if any, is used for authorizations and transaction posting?**

Wells Fargo uses Total System Services, Inc. as our transaction-processing partner.

**12. Do any third-party partners perform other functions, such as systems support or customer service? If so, explain.**

Wells Fargo has a long-standing, valued partnership with Visa and is influential over improvements and enhancements. We also partner with third party expense reporting software providers, such as Concur, to ensure seamless data integration when needed for those systems.

Like many other leading card issuers, Wells Fargo uses Total System Services, Inc. as our transaction-processing partner. We partner with API Outsourcing, Inc. to support our online receipt imaging feature.

Wells Fargo commits our own full-time resources to work with the Health District from development through ongoing program operation. All of our customer service and systems support is provided in-house through our Business Purchasing Service Center (BPSC), which are staffed by Wells Fargo team members in Salt Lake City and San Francisco. No design, implementation, or training is outsourced. Development and maintenance of the software applications that support the program are managed directly by Wells Fargo.

**13. Discuss settlement terms.**

- **What billing cycles are available?**
- **How will we receive billing statements?**
- **How will we receive electronic information?**
- **What are payment terms from statement date?**
- **What options are available for the [Unit Type] to make payment (e.g., EDI, ACH, check)?**

Our normal billing cycle is monthly, but we can bill you weekly or twice monthly with flexible end dates. Statement cycles can accommodate variable fiscal periods, so the Health District can determine the specific time of the week or month to pay. You will select your billing cycle during implementation.

Your statements are available for online viewing or can be downloaded in Excel or PDF formats. Program administrators will receive an email notification that a statement is ready on the business day following the close of the cycle.

Your payment terms are set at contract agreement. Our standard is 28 days from cycle ending. You can elect to have the payment debited any time after

your statement period closes. Shorter terms or more frequent payment schedules may positively affect your revenue share schedule.

Wells Fargo will debit your account for payment with the frequency and cycle cutoff date you determine during implementation.

**14. Describe the card issuer's merchant support function. Is a third-party alliance established? If so, describe the nature of the alliance.**

We designed our Supplier Analysis & Onboarding program with the understanding that no supplier bases are the same. We use a comprehensive and customized approach to supplier enrollment, and strive to make the enrollment process as simple as possible for your suppliers. We complete most enrollment campaigns in less than 90 days.

#### **Campaign development**

Our Supplier Analysis and Onboarding team performs a vendor match to identify which of your suppliers currently accept card and ACH payments. Our proprietary supplier analysis service reviews each of your supplier relationships to determine the statistical likelihood of their participation in the program.

Our team uses the vendor match results and subsequent analysis to develop an outreach campaign for you. We will work with you to customize the approach, which can include both telephone calls and direct mail campaigns.

#### **Outreach**

Based on your direction, our team will perform an outreach for card, ACH, or both payments. We begin with the use of outbound calling for larger suppliers, and direct mailing for smaller ones. During outreach, we ensure that your suppliers understand the payment collection process, and we answer any questions they may have. Your suppliers who decline to accept a commercial card payment during the enrollment outreach will immediately be approached about accepting an ACH payment, on the same call.

Wells Fargo is also capable of enrolling suppliers to accept card payments even if they do not have card acceptance capabilities today. We'll partner with a third party to offer merchant processing services to those suppliers.

#### **Training**

Following enrollment, we send suppliers a quick reference guide describing the payment process in detail. If a supplier needs further assistance processing payments, the Supplier Onboarding team is available to answer questions.

#### **Reporting**

At the end of each week of enrollment, we will provide you with a report detailing our enrollment activities for the previous week. You can use this report to make necessary changes to your master vendor file and perform any requested follow up with suppliers.

### Ongoing efforts

After the initial supplier enrollment campaign is complete, our team continues to provide you with consulting, tools, and support for continued enrollment efforts. If a targeted supplier does not accept the card or ACH payment process initially, we can make future enrollment attempts based upon your objectives and relationship with that particular supplier.

**15. Describe the card controls and usage restrictions supported by the card issuer's program:**

- **Government level restrictions**
- **Cardholder level restrictions**
- **Department level restrictions**
- **Merchant Category Code or Standard Industry Classification restrictions**
- **Cash advance restrictions**
- **Dollar limits or transaction limits**

Because the Health District needs to institute purchasing controls that adhere to your internal guidelines, we've designed our program to be flexible. You can choose to implement the types of controls and restrictions described in the following paragraphs.

### Organizational levels

Using templates, you can set purchasing limits and restrictions at cardholder levels, department levels, or organization-wide. Each department or division can establish its own custom-designed purchasing controls.

### Merchant category codes

The Health District can permit or restrict card use with specific merchants or merchant category codes, such as airlines, restaurants, and hotels.

### Cash advances

You can limit, or block entirely, the cash advance feature of the cards.

### Dollar and velocity limits

The Health District can establish dollar and frequency of use limitations based on any combination of the following controls:

- Dollars per transaction
- Dollars per day
- Dollars per month
- Number of transactions per day
- Number of transactions per month

### Administrative options

Your program administrator always has online access to the reporting application and can make changes to card controls in real time. This lets the administrator address the need for emergency purchases or cash advances that fall outside of the assigned parameters, or place additional restrictions in cases of suspected abuse of card privileges. Your administrator can also schedule when a card is active (like the dates when an employee is traveling) and allow only certain merchant category codes to be allowable during a certain time.

**16. What are the liabilities of the [Unit Type] and its employees in the event of fraud, abuse or loss of a card? Does the issuer provide fraud insurance? If so, what are the stipulations and fees associated with the insurance?**

When you suspect fraud, employee misuse, or a lost or stolen card, you should contact Wells Fargo as soon as possible.

### Lost or stolen cards

The Health District has no liability for charges made after you have properly notified us of a lost or stolen card or of a suspected fraudulent transaction. You are responsible for charges made up until the time you notify us.

It's important that the cardholder or your program administrator call our Business Purchasing Service Center immediately once you are aware that a card is lost or stolen, or when you suspect a fraudulent transaction.

### Employee misuse

Our commercial card program includes the Visa Liability Waiver Program, which helps protect you from employee misuse of charge privileges. \$100,000 coverage per cardholder includes the following Visa stipulations:

- The cardholder was an employee of the Health District
- The items or services charged did not benefit the Health District
- The employee was terminated and the card was cancelled before, or zero to two days after, termination
- The charges occurred within 75 days prior to and 14 days subsequent to termination of the employee

To ensure that you receive the full benefit of the liability program, your program administrator should immediately cancel the card online or by calling our service center. If the card is cancelled online, the program administrator must still notify Wells Fargo that the card was cancelled due to the employee's termination. Your program administrator must also complete and return the Visa Liability Waiver form.

The time frame between the employee's termination date and the date that the card is cancelled establishes your protection period for unauthorized charges. You should emphasize with managers that they need to notify your program administrator to cancel cards before, or as soon as possible after,

they terminate employees. This helps to ensure that the program administrator meets the requirements outlined above.

**17. Does your program screen transaction activity for fraud patterns? If yes, explain. If no, is this capability planned for future implementation and if so, when? Provide statistics on fraud associated with your purchasing card program. What is your procedure for contacting the [Unit Type]?**

Fraud detection and monitoring is one of our top priorities, and our commercial card fraud rate is nearly half the industry average.

Within our service center, we have a fraud detection team dedicated to monitoring our customers' accounts seven days a week in search of fraudulent and suspicious transactions. We use sophisticated fraud queues that identify unusual or suspicious transaction activity, including counterfeit and skimmed accounts, employee abuse, and suspicious merchant activity. The fraud team reacts quickly to these identified transactions to help minimize the impact of the fraudulent activity.

Wells Fargo also uses neural network scoring. A neural network models the operation of the human brain. A risk predicator and score calculator takes into consideration certain criteria or indicators to determine risky transactions based on cardholder spending behaviors. A risk score (from low to high) is then assigned to each transaction. We select a range of scores for review, and all transactions that fall within that range are sent to a fraud queue. These scores also provide the reason a transaction received a particular rating and displays a description on screen for a specialist to review.

Our fraud detection specialists review transactions in the fraud queues to determine if they follow customary spending patterns of the associated accounts. If activity looks normal for an account, no further action is taken. However, if a transaction appears unusual or suspicious, we may contact the program administrator by email for verification.

We have won industry awards for:

- Highest Domestic Authorization Approval Rate
- Highest International Authorization Approval Rate
- Highest Chargeback Effectiveness Rate for Non-Fraud Reason Codes
- Highest Chargeback Effectiveness Rate for Fraud Reason Codes

**18. Have you experienced any unauthorized access to account numbers and account information? If so, please describe. Describe your internal controls and procedures to protect account information.**

We continuously evaluate the latest technology to improve protection against unauthorized access or changes to customer data. We will meet with the Health District's team to discuss any questions you may have about the security controls we have in place, including, but not limited to, those described in the following paragraphs.

## Firewalls

Wells Fargo uses firewall technologies to protect customer data. A combination of static packet filtering, dynamic stateful inspection, or proxy-based packet routing prevents unauthorized packets from entering our secure network without proper credentials.

## Data integrity

We protect your data with encryption and hash functions to ensure it is not altered or destroyed while being transported over the internet. Data is encrypted when it is sent from our processing partners to Wells Fargo, and when we send the data to you.

## Personnel security

Wells Fargo limits team member access to customer information to those who have a business reason to know the information; team members are bound to a strict code of conduct, which includes standards to protect customer confidentiality. If they fail to follow our code of conduct, they are subject to disciplinary action. In addition, we require all team members to complete annual information security awareness training.

**19. Describe the issuer's card management process, average time it takes to perform function and how the function is handled (e.g. phone, change form faxed or mailed, e-mail) for the following:**

- **New card issuance**
- **Deletion of cards**
- **Removal of invalid cards**
- **Handling of lost or stolen cards**
- **Replacing cards (including emergency situations)**
- **Modifying a cardholder's profile (must be within minutes)**

**Response time on certain of the above items will be critical to the evaluation process.**

Your designated program administrator can issue new cards, deactivate cards, and change spending limits for your employees around the world — and function self-sufficiently. These functions, and many others, are performed in real time either through our online system or by calling our service center.

## New card issuance

Your program administrator can set up new users and request new cards through our online system. New cards are typically delivered within five to seven business days. We can accommodate a rush delivery of two to four business days when necessary.

### **Cancellation of cards**

Your program administrator can cancel cards and disable users in real time. To ensure that you receive the full benefit of the Visa Liability Waiver Insurance included with our program, your administrator should report cancellations due to employee terminations immediately.

### **Modification of card parameters**

The Health District's program administrator can update these spending controls and restrictions at any time:

- Maximum number of transactions allowed per day or month
- Maximum dollar spending limit per day or month
- Maximum single purchase limits
- Authorized merchant category codes

### **Lost or stolen cards**

Cardholders must immediately call our Business Purchasing Service Center to report lost or stolen cards. Your program administrator is required to follow up with an email confirmation to us once he or she has updated your records. We will then issue a replacement card.

### **Replacing cards**

Your program administrator can order replacement cards (which we prefer to send to your administrator for security purposes, but will send directly to the cardholder if necessary). Delivery usually happens within three to five business days and emergency card replacement can happen within two to four business days.

Renewal cards are automatically sent to the Health District's administrator approximately 30 days prior to card expiration dates.

### **Modifying a cardholder's profile**

The Health District's program administrator is responsible for keeping employees' profile information updated in the online system, including contact information such as email addresses and phone numbers. Our system also lets your administrator perform the functions included in the following table.

| <b>Real-time functions available online</b> |                                |
|---|--------------------------------|
| Reset passwords                             | GL mapping templates           |
| Update primary and secondary approvers      | Hierarchy maintenance          |
| Update user roles                           | Manage statement review status |
| Move cards                                  | Broadcast messages to users    |

**20. Describe any software packages that your institution provides to either run, manage, or enhance the procurement card system.**

- **List all installation requirements**
- **E-mail capabilities**
- **Technical support**

The Health District will access our card reporting application through our single sign-on portal. There is no additional software to install on your system. However, we do require the hardware and software configurations included in the following table.

| System requirements <sup>1</sup>     |  |
|--------------------------------------|--|
| <b>Supported operating systems</b>   | Windows 7 Professional<br>Windows 8 and 8.1 Professional<br>Mac OSX Mavericks – 10.9   |
| <b>Supported browsers</b>            | Microsoft Internet Explorer 9, 10, and 11<br>Safari 5.x and 6.x (only on Mac OSX)<br>Mozilla Firefox <sup>2</sup><br>Google Chrome <sup>2</sup>      |
| <b>Browser plug-ins and settings</b> | Adobe Reader 7 (for viewing reports)<br>Adobe Flash Player 7 (for viewing tutorials)<br>JavaScript enabled<br>Session cookies enabled<br>XHR enabled |
| <b>Modem or connection</b>           | Broadband (DSL, cable modem, T1, T3)   |
| <b>Monitor</b>                       | Super VGA monitor with 1024x768 or higher color display resolution   |

<sup>1</sup>System requirements are subject to change and may vary for our other online applications. For the most current requirements, access [wellsoffice.wellsfargo.com/ceportal/signon/public/SystemReqs.jsp](http://wellsoffice.wellsfargo.com/ceportal/signon/public/SystemReqs.jsp).

<sup>2</sup>We support all versions of this web browser.

**21. What support do you provide for recreating files that may have been corrupted, lost or destroyed?**

Our online reporting system provides 36 months of historical data. If the Health District needs to recreate a file within the 36-month window, your administrator will simply pull the information from the system again.



Should the Health District require more data for backup or archival needs, you can create an internal database to house the amount of transaction history you require. During implementation, your coordinator will guide you in setting up this database and establish processes for updating it on a monthly basis.

**22. Do you have a disaster recovery plan? If so, provide a description of the plan, including the time required to become fully operational after a disaster.**

Wells Fargo has a disaster recovery plan that includes contingency planning, routine data backups, and business recovery. We are on call 24 hours a day, 7 days a week during incident response.

We partner with Total System Services, Inc. (TSYS), and Visa because of the comprehensive plans they have in place for disaster recovery. Wells Fargo updates and tests disaster recovery procedures regularly. The frequency and timing vary by the business function or application. We test and update business unit-level procedures no less than annually and critical enterprise-wide systems no less than semi-annually.

If a disaster occurs at or near one of our primary operations centers, we use alternate processing centers to take over day-to-day processing and support until the primary center returns to normal operating conditions. Our recovery sites are strategically dispersed across multiple locations to minimize potential disruption within a specific geographic region. These sites are fully staffed, are operational, and use redundant systems to help provide a smooth transition from the primary to the alternate site.

### **Wells Fargo business continuity planning**

Wells Fargo has a business continuity plan that consists of multiple recovery strategies for each core line of business, function, product, and service. If a disaster or emergency occurs, we make every attempt to restore and maintain normal service levels as soon as possible.

Our core processes and procedures for business continuity planning are consistent for a wide variety of disasters or emergencies, but components of the plan may vary based on the nature of an event. We have identified four main areas that are most commonly affected, and provide our general approach to each in the following paragraphs.

#### **Systems**

To minimize the severity of system interruptions, we maintain redundant platforms for business critical systems. If a Wells Fargo system experiences a temporary outage, we allocate available resources to the remediation of the impacted applications.

#### **Operations facilities**

If a disaster occurs at one of our primary operations centers, we use alternate geographically dispersed processing centers to take over day-to-day

processing and support, until the primary center returns to normal operating conditions.

**Telecommunications and power**

We work with multiple telecommunications and power companies to create a redundant network to minimize the likelihood of an outage. If an outage occurs, we take reasonable action to implement manual alternatives.

**Transportation**

If air or ground transportation is temporarily unavailable, we take reasonable action to use alternative methods, given available transportation options.

**23. Describe how the issuer receives and processes Level II and III information. What information can you provide to us?**

We accept level II and III information from all merchants who provide it, depending on the processing capabilities they have contracted with Visa. Total System Services, Inc. (TSYS) and Visa pass this data to Wells Fargo electronically with a very high level of accuracy.

The following table shows the level of detail that we can report when merchants include key fields with transaction data, or when input by users when reconciling statements.

| Key fields                |                        |
|---------------------------|------------------------|
| Transaction ID            | Merchant name          |
| Merchant state/province   | Merchant city          |
| Merchant reference number | Merchant ID            |
| Cardholder name           | Debit/Credit indicator |
| Cardholder email          | Cardholder name        |
| Source currency amount    | Source currency code   |
| GST amount                | Sales tax amount       |
| Card address              | PST/QST amount         |
| Receipt attached code     | Card expiration date   |
| Mps ID                    | Personal flag          |
| Transaction date          | ACH indicator          |
| Merchant type             | Posting date           |
| Accounting unit           | MCC description        |
| Amount                    | Card number            |
| Currency                  | Closing status         |
| Closing date              | GL account             |

| Key fields                          |                                       |
|-------------------------------------|---------------------------------------|
| Description                         | GL description                        |
| Retail – transaction ID             | Retail – addendum sequence number     |
| Retail – product code               | Retail – product description          |
| Retail – product quantity           | Retail – UOM                          |
| Retail – product amount             | Airline – ticket number               |
| Airline – passenger name            | Airline – origin airport              |
| Airline – travel agency code        | Airline – class of service            |
| Airline – destination airport       | Airline – travel authorization number |
| Airline – carrier code              | Fleet – oil company                   |
| Airline – travel departure date     | Fleet – service type                  |
| Fleet – merchant street address     | Fleet – fuel unit price               |
| Fleet – product code (fuel type)    | Fleet – fuel quantity                 |
| Fleet – fuel unit measure           | Fleet – odometer reading              |
| Fleet – fuel sale amount            | Fleet – driver number                 |
| Fleet – vehicle number              | Fleet – tax exempt amount             |
| Fleet – coupon discount             | Fleet – purchase (transaction time)   |
| Fleet – purchase (transaction) date | Fleet – item quantity                 |
| Fleet – item description            | Fleet – tax amount                    |
| Fleet – discount amount             | Fleet – net nonfuel amount            |
| Fleet – tax debit/credit indicator  | Lodging – health club charges         |
| Lodging – movie charges             | Lodging – mini bar charges            |
| Lodging – business center charges   | Original account unit                 |
| Lodging – other charges             | Original GL description               |
| Up to nine custom fields            | Original GL account                   |

**24. How quickly after a transaction has been conducted is information available?**

Transaction data generally appears 48 hours after a purchase is made.

**25. Can travel and entertainment (T&E) and fleet expenses incurred with your card product be tracked and reported separately?**

Yes. To separate travel and entertainment (T&E) transactions, we'll work with you during setup to map transaction types to each of your GL categories.

During report generation, your administrator will simply run a GL download report for those GL categories that apply to T&E expenses.

If fleet information is gathered and transmitted by the merchant or input by the cardholder, it can be reported separately. Your administrator can set up a report template to pull data from multiple available fields housing only fleet information. The table below lists the available fields.

| Fleet fields      |                            |                     |
|-------------------|----------------------------|---------------------|
| Oil company       | Merchant street address    | Service type        |
| Fuel type         | Fuel unit price            | Fuel unit measure   |
| Fuel quantity     | Fuel sale amount           | Odometer reading    |
| Vehicle number    | Driver number              | Coupon discount     |
| Tax exempt amount | Purchase date              | Purchase time       |
| Item description  | Item quantity              | Discount amount     |
| Tax amount        | Tax debit/credit indicator | Net non-fuel amount |

**26. Can your system provide reports regarding Form 1099 and minority-owned vendors?**

**How complete is the information in these reports?**

Since 2011, payments made with a credit card or payment card are not subject to reporting on Form 1099-MISC. Due to this change, our reporting system does not offer this information for reporting purposes.

1099 and minority-owned business reporting is available through the Visa online service. The Health District can generate detail or summary reports to track merchant information for socioeconomic and demographic reporting requirements.

**27. What reports are available regarding sales and use taxes?**

Sometimes merchants transmit sales and use tax amounts separately; Health District can track this information with a custom field in the reporting system. Your administrator will then be able to generate reports by selecting only this field, or any other fields needed. Sales tax amounts are included as a data field in several of our standard merchant reports.

If a transaction does not report the sales tax amount separately, we offer a proprietary software application — our Sales and Use Tax Estimator — that works in conjunction with your reporting tool to assist in estimating this tax.

**28. For transactions that are reported without separate sales tax, Form 1099 status or minority-owned business status detail, how do you suggest we meet our tracking and reporting needs relative to such information?**

If a transaction does not report the sales tax amount separately, we offer a proprietary software application — our Sales and Use Tax Estimator — that works in conjunction with your reporting tool to assist in estimating this tax.

1099 and minority-owned business reporting is available through the Visa online service. The Health District can generate detail or summary reports to track merchant information for socioeconomic and demographic reporting requirements.

**29. What reports are available through the reporting packages? Provide samples of available reports.**

- **How frequently can reports be generated?**
- **Can reports be generated for various levels of our organizational structure? List options for report distribution to managers, functional staff personnel and cardholders.**
- **Can reports be generated for various time frames or accounting periods?**
- **Is historical information available? If so, how far back is the information available?**
- **What are the inquiry and ad hoc reporting capabilities of your reporting package?**
- **Can you produce customized reports and statements? If so, are there additional costs for customized report programming?**

The Health District's online reporting structure — and reports themselves — can be customized and built to meet your needs. You'll have a flexible administrative tool that streamlines your reporting and statement processes.

**Pull reports by date**

You'll have access to 36 months of Health District's transaction history. You can pull reports for particular time frames by selecting start and end dates.

**Create ad hoc reports and inquiries**

Your program administrator can choose from more than 100 transactions fields to create custom reports and inquiries; he or she can narrow reports to show only the selected fields for review, and generate them for one-time use or save the parameters for future use. Ad hoc reports are available for both card transactions and out-of-pocket expenses.

Transaction fields include:

- General ledger (GL) data elements
- Merchant category codes

- Transaction amounts
- Merchant names

### Define access and distribution

At setup, you will define user roles and level of data access. The Health District's cardholders, approvers, and program administrator can then pull reports specific to their roles. In addition, using a read-only administrator role, auditors, and other authorized staff can access, but not change, reports and statements.

Your administrator can generate reports specific to a division or business unit by selecting the data elements that apply to its level. He or she can then view the reports online or export them an Excel file or a PDF and distribute to managers and staff.

### Customize report data

The Health District can create up to nine of your own data fields to populate in your reports. Your administrator can further refine reports to only show all transactions that are more than a certain dollar limit, with certain merchant types, or within a specific date range.

### Optional custom reporting

With customization, users can consolidate information from different reports and across multiple divisions into a single report. You also have the flexibility to select custom date ranges and to create templates for later use.

## 30. **Provide a complete description of your implementation process, including sample time line and description of various implementation tasks for both the issuer and the customer. How long does it take to get a program under way?**

Prior to your commercial card implementation, your Wells Fargo relationship team will gather information to satisfy credit, legal, and regulatory requirements for the service. We will also work with you to collect signatures for the required agreements. The lead time for this information gathering is typically one to three weeks.

During implementation, your assigned Wells Fargo commercial card implementation coordinator will gather additional details for your program and cardholders, coordinate any necessary technical resources, and develop a training plan for your program administrators.

After your service is implemented, you will partner with your commercial card account manager to develop your program rollout and training for cardholders and approvers. Your commercial card implementation is completed within three to six weeks, depending on a number of factors, including any transmission testing.

The following is a sample implementation timeline, which includes each step in the process and the party or parties responsible:

### Sample implementation timeline

| Product  | Responsibility                 | Expected completion date | Actual completion date | Expected completion date status | Notes |
|--|--------------------------------|--------------------------|------------------------|---------------------------------|-------|
| <b>Commercial card: Prior to implementation - 1 to 3 weeks lead time</b>                                 |                                |                          |                        |                                 |       |
| Finalize services and pricing  | Wells Fargo / Health District  |                          |                        |                                 |       |
| Complete any credit or regulatory requirements   | Wells Fargo / Health District  |                          |                        |                                 |       |
| Complete necessary commercial card contracts   | Health District                |                          |                        |                                 |       |
| <b>Commercial card: Implementation - 3 to 4 weeks lead time standard; 4 to 6 weeks with transmission</b> |                                |                          |                        |                                 |       |
| Gather additional commercial card details  | Wells Fargo / Health District  |                          |                        |                                 |       |
| Provide cardholder list and profile details  | Health District                |                          |                        |                                 |       |
| Complete MCC template worksheet  | Health District                |                          |                        |                                 |       |
| Complete GL mapping spreadsheet  | Health District                |                          |                        |                                 |       |
| Provide GL interface file format detail  | Wells Fargo / Health District  |                          |                        |                                 |       |
| Train administrators and provide cardholder training material  | Wells Fargo                    |                          |                        |                                 |       |
| Complete internal cardholder agreement and application   | Health District                |                          |                        |                                 |       |
| Rollout cardholder training and card distribution  | Wells Fargo<br>Health District |                          |                        |                                 |       |

**31. Describe the support provided during implementation, including technical assistance, user manuals, instructional and educational materials, on-site visits, or other assistance.**

We recognize that the implementation phase is one of the most critical, so we focus on ensuring that it proceeds smoothly. Experienced members of our commercial card team lead the Health District through the design,

installation, and rollout of your new program, and we support user training with a variety of resources and materials.

Our consultants provide full technical support to the Health District by collaborating with your technical team to create the interface between your accounting systems and our online application. We help to achieve seamless delivery of transaction data and current general ledger validation routines.

### **Training resources**

The Health District receives a user manual that contains information and forms to help you design, establish your program, and work with suppliers.

We also provide a sample cardholder policy and procedures manual, quick reference guides, and a PowerPoint presentation. Your account manager collaborates with your program administrator to customize these materials by incorporating the Health District's policies, procedures, and culture, and tailoring them to specific audiences.

Live training sessions conducted by webinar are available to the Health District's cardholders on a weekly basis. Recorded sessions of this training are available at any time. Some of the functions that are demonstrated include:

- Signing on to the online application and beginning a session
- Reviewing current and previous statements and cycle-to-date transactions
- Managing transactions, including splitting, reclassifying, and adding descriptions
- Creating reports

Each live session lasts one hour and includes time for questions. After the session is complete, participants receive a copy of the training materials that they can reference in the future.

## **32. Describe your customer service capabilities, including the following:**

- **Hours of coverage**
- **Toll-free number access**
- **Dedicated representative for our account**
- **Cardholder account management**
- **Cardholder complaints**
- **Quality measures for response time**

Our Business Purchasing Service Center (BPSC) has two locations: San Francisco and Salt Lake City. Our team is managed in-house and is available 24 hours a day, 7 days a week by toll-free number.

The BPSC only supports our commercial card customers and assists callers with card maintenance services such as lost or stolen card assistance, and questions about charges on their cardholder statement.



We track the performance of customer service calls and the availability of our online reporting system. We track customer service officer availability, the time it takes us to answer and to complete calls, and the abandon rate. Our standard is to answer 90% of calls within 30 seconds. We respond to 95% of voice mails immediately, well above our standard of returning calls within four hours.

Throughout each day, service center managers report call volumes and coverage. We use the data to assess staffing and other needs to ensure that we're meeting our standards. Overall performance of the measures is reviewed weekly, quarterly, and annually.

**33. Will a specific customer service representative be assigned to handle this business?**

Yes. The Health District will have a dedicated relationship team and account manager. However, outside of business hours, we will provide operational support through our service center.

**34. Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.**

- **How are inquiries requiring research handled by the issuer?**
- **Are there established turn-around times for responses? If so, specify.**
- **What is the issuer's record on meeting established response times?**

The service center is available 24 hours day, 7 days a week to provide operational support for your commercial card program. More than 130 service officers assist with customer service, technical support, fraud and dispute resolution, and billing inquiries.

Our Business Purchasing Service Center officers will escalate to the applicable channel in the event they cannot resolve a cardholder inquiry. These channels include our technical team, the Health District's program administrator, or your account manager.

Our tracking and established turnaround times are outlined in question 32. The following are our results:

| Service level measured  | Apr-15 | May-15 | Jun-15 |
|---|--------|--------|--------|
| Number of calls received  | 28,194 | 29,123 | 31,798 |
| Average wait time (in seconds)                                      | 36     | 29     | 23     |
| Average handle time (in seconds)                                    | 293    | 283    | 276    |
| Total number of Service Orders Closed                               | 7,048  | 6,937  | 7,677  |
| Total number of Service Orders resolved the same day of the request | 6,184  | 6,100  | 6,917  |
| Percentage of Service Orders resolved within the expected timeframe | 93.1%  | 94.1%  | 95.1%  |

**35. Define the dispute-resolution process including time frame and responsibilities of the parties involved. Are disputed items removed from the invoice while under investigation?**

For any dispute, the cardholder should first try to resolve it by contacting the merchant directly. This simplifies the process and typically leads to the quickest resolution.

Should the cardholder not be able to resolve the dispute directly with the merchant, he or she can submit a request to dispute the transaction through our online application. The request must be submitted within 60 days of the transaction posting date.

The cardholder identifies the transaction in question and is routed to a screen to capture the reason for the dispute. Some of the reasons available to select include:

- Unauthorized
- Duplicate charge
- Incorrect amount
- Paid for by other means
- Merchandise not received

We also ask the cardholder to submit any supporting documentation they may have, such as transaction receipts or correspondence with the merchant.

Once we receive a dispute request, we verify that Wells Fargo has chargeback rights. Upon confirmation of this, we process the chargeback and temporarily credit the cardholder's account for the disputed amount. The Health District's program administrator receives notification when the credit is issued.

The merchant's bank has 45 days to re-present the item to Wells Fargo. If the merchant does not respond in 45 days, the credit we issued becomes permanent.

If the merchant re-presents the item back to Wells Fargo, we contact the Health District to verify if the charge is valid or if the cardholder wants to pursue the claim. If you want to pursue the claim, we have 45 days from the date the item was re-presented to Wells Fargo to go back to the merchant with a second chargeback request. We ask for additional information from the cardholder to process the second chargeback. If the item turns out to be a valid charge, the account is re-charged for the disputed amount.

Your program administrator can track disputes in the online application, including the following data:

- Card account number
- Transaction date and posting date
- Merchant name, city, and state
- Amount
- Dispute reason

- Reconciled indicator

**36. Provide any additional information that you believe is relevant to this RFP and your capability to provide the services requested (e.g., product brochures and articles in trade journals).**

Please find our commercial card literature under Tab G in the Appendix section of our response.

**2) Organization of response**

**Information related to the above listed requirements should be organized and presented in the same order as listed above. Any additional information regarding institution specific enhancements or other services that may benefit the Health District can follow.**

Acknowledged.



## **Tab 5. Statement of financial institution qualifications**

Please find Attachment E following this page. Please note, as a federally chartered bank, Wells Fargo Bank, N.A. is exempt from the State of Nevada license requirement. At the local level, this location is in unincorporated Clark County and outside the city limits of Las Vegas. Clark County does not require federally chartered banks to obtain a local business license.



**ATTACHMENT E**  
**STATEMENT OF FINANCIAL INSTITUTION QUALIFICATIONS**

Each financial institution submitting a proposal for items included in this document shall prepare and submit the following data along with their proposal:

1. Name of Financial Institution Wells Fargo Bank, N.A.
2. Business Address 6325 South Rainbow Blvd., Suite 210, Las Vegas, NV 89118
3. Business Phone Fax No. 702 247 5630
4. E-mail address patrick.foley@wellsfargo.com
5. How many years have you been in business under the present name? 163
6. General character of services provided by your institution:

Banking, Insurance, Investment, Mortgage and other financial services

7. City of Las Vegas Business License Number: N/A (Please see Tab 5)
8. State of Nevada Sales Tax Registration Number: N/A (Please see Tab 5)
9. Federal I.R.S. Identification Number: 94-1347393

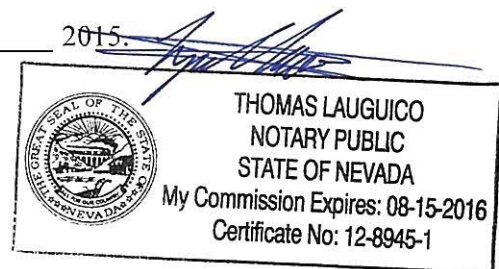
I certify that the institution

is capable of providing the services as outlined in this proposal, will comply with the rules and regulations outlined by the Nevada Revised Statutes and other applicable laws and regulations.

Wells Fargo Bank, N.A.  
Institution Name

  
Authorized Signature

Sworn before me, this 30 day of, July  
Notary Public  
in and for the State of Nevada







## **Tab 6. Schedule of costs**

Please find Attachment F, with the exception of the bid sheet, following this page. All pricing details on our proposed services are provided separately as instructed.



**Rates**

Bank Depository is to provide a brief explanation of the bank’s policy and methodology used in setting of rates paid on interest-bearing accounts by answering the following questions. Please indicate below the rates paid at the close of the quarter on interest-bearing accounts. Indicate if the rates are applied to ledger balances or collected balances. Indicate if the rates are based on a market rate such as T-bill discount or yield rate.

Wells Fargo can provide SNHD with an Interest Earning Account. This account is fully collateralized through the State of Nevada Pooled Collateral Program and will earn a market rate interest that can be adjusted at any time due to market conditions.

State interest rate basis for sweep account earnings and include a prospectus, if applicable.

Wells Fargo provides accounts that are fully collateralized through the State of Nevada Pooled Collateral Program - therefore we do not recommend use of a Sweep product.

State monthly fees for sweep accounts and state if fees may be analyzed.

**Securities Clearance/Safekeeping**

The monthly Safekeeping and Security Clearance services required by the Health District include but are not limited to the following

| <u>Fee Charged</u> | <u>Volumes</u> | <u>Description of Service</u>   |
|--------------------|----------------|---|
| 1. \$500/account   | 1              | Account Maintenance   |
| 2. \$10            |                | Book entry securities held  |
| 3.                 |                | Redemption of Matured Securities  |
| 4. \$10            |                | Purchase of Securities (DTC Trades)   |
| 5. \$5             |                | Posting of receipt of semi-annual interest income payment on securities held in safekeeping |
| 6.                 |                | Other _____   |

**Collateral Safekeeping**

Specify the safekeeping charges that will apply \$10,000 minimum annual Custody fee  
Collateral amount to be offered above the \$250,000 FDIC insurance limit: \_\_\_\_\_

**Notes or Item Description:**

\*Please see the Wells Fargo Custody fee estimate for a detailed listing of fees.

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## Formulas:

### Daylight Overdraft Formula:

We do not charge fees for daylight overdrafts, though we reserve the right to do so based on activities.

---

### Overnight Overdraft Formula:

The rate for uncollected funds use is based on our prime borrowing rate. The formula for this fee is:

$$\frac{(\text{average daily negative collected balance}) \times (\text{overdraft rate}) \times (\text{days in period})}{(365)}$$

---

### FDIC Insurance Formula

Wells Fargo charges a recoupment fee to partially recover deposit insurance premiums that we pay to the Federal Deposit Insurance Corporation (FDIC).

We assess the fee on a monthly basis at 0.1275 per \$1,000 of your positive average ledger balance for the month. Your account analysis statement will detail this fee as an individual charge.

---

### Service Charge Credit Formula:

Earnings credit is applied to offset service charges each month. The earnings credit Formula is:

$$(\text{average collected balance}) \times (\text{earnings credit rate}) / (365) \times (\text{number of days in month})$$

The current rate offered to Southern Nevada Health District is 00.40%. This is a market set rate.

---

The undersigned, an institution or firm maintaining branch/office operations within the city limits of Las Vegas, North Las Vegas, or Henderson Nevada, submits the following proposal for the Health District's banking services for the period July 1, 2015 through June 30, 2017, and for any option periods, if exercised by the Health District:

**AUTHORIZATION:**

Wells Fargo & Co.  
Institution Name

August 11, 2015  
Date

6325 S. Rainbow Blvd., Ste 210  
Mailing Address

702 247 5613  
Phone Number

Las Vegas, NV 89118  
City, State and Zip Code

patrick.foley@wellsfargo.com  
E-Mail Address

By:   
Name: Patrick G. Foley  
Title: Senior Vice President  
Government Services Manager

Contact Name (if different from above)

Contact Phone Number



## **Tab 7. Scope of banking services**

Please find Attachment G following this page.

Please refer to our custody and safekeeping proposal under Tab H in the Appendix section of response. Pricing will be provided separately within our pricing proposal.\*

\*Note: WFS does not currently charge safekeeping fees for securities purchased through us. However, for securities purchased from other brokers/dealers, we charge the Third Party Fees outlined on the attached fee schedule. Our fees may not be calculated in the same manner as requested on the Health District's Attachment F.





## ATTACHMENT G SCOPE OF BANKING SERVICES

**Click on Appropriate Button**

| <u>Category</u>   | <u>Ability to Provide</u> |                       |
|---|---------------------------|-----------------------|
|   | YES                       | NO                    |
| 1. Wire Transfer Services   |                           |                       |
| a. Includes unrestricted transactions   | <input type="radio"/>     | <input type="radio"/> |
| b. Notification of all wire transfer in real-time including rejected/<br>returned transfers   | <input type="radio"/>     | <input type="radio"/> |
| 2. ACH  |                           |                       |
| a. Notification of all ACH transaction in real-time including rejected/returned   | <input type="radio"/>     | <input type="radio"/> |
| b. Direct Deposit for Payroll disbursements   | <input type="radio"/>     | <input type="radio"/> |
| c. Ability to handle over 1,500 monthly ACH debit and credit transactions   | <input type="radio"/>     | <input type="radio"/> |
| d. Bank should be both a sending and receiving bank of the National Automated<br>Clearinghouse Association                                | <input type="radio"/>     | <input type="radio"/> |
| e. Ability for the Health District to submit ACH files electronically<br>through Bank software  | <input type="radio"/>     | <input type="radio"/> |
| f. Ability to represent checks (RCK) through ACH on a targeted date   | <input type="radio"/>     | <input type="radio"/> |
| g. Appropriate security measures (and description of) for ACH initiation/<br>Origination and ACH reception (ACH filters and blocks)       | <input type="radio"/>     | <input type="radio"/> |
| 3. Availability of Funds  |                           |                       |
| a. Meet minimum of Federal Reserve Bank Availability Schedule   | <input type="radio"/>     | <input type="radio"/> |
| b. Provide policy on same-day credits for deposits; checks, wires, Security<br>Maturities and Coupon Flow                                 | <input type="radio"/>     | <input type="radio"/> |
| c. Provide Expedited availability policy  | <input type="radio"/>     | <input type="radio"/> |
| 4. Monthly Statements and Account Analysis  |                           |                       |
| a. Monthly statements provided electronically and available anytime through<br>bank Website going back 12 months                          | <input type="radio"/>     | <input type="radio"/> |
| b. Provide outline of bank's dispute resolution process   | <input type="radio"/>     | <input type="radio"/> |
| c. Provide transparent process and reasonable time frame needed for ordering  | <input type="radio"/>     | <input type="radio"/> |
| d. Back statements, including providing fee schedule to retrieve statements   | <input type="radio"/>     | <input type="radio"/> |
| 5. Account Consolidation  |                           |                       |
| a. Present a consolidated and efficient account structure for the Health District<br>with an emphasis on fee reduction and simplification | <input type="radio"/>     | <input type="radio"/> |
| b. Incorporation of existing Health District "off system" accounts into main  | <input type="radio"/>     | <input type="radio"/> |
| c. Account structure and reporting  | <input type="radio"/>     | <input type="radio"/> |
| 6. Collection and Deposit Services  |                           |                       |
| a. Bank needs to provide all timeframes including ACH, wires and deposits   | <input type="radio"/>     | <input type="radio"/> |
| b. Provide bank policy on collections and deposits  | <input type="radio"/>     | <input type="radio"/> |
| c. Provide bank check processing policy including timeframes  | <input type="radio"/>     | <input type="radio"/> |
| 7. Remote Deposit Services including Check Truncation and Check Conversion  |                           |                       |
| a. Provide bank acceptance policy on remote deposits  | <input type="radio"/>     | <input type="radio"/> |
| b. Provide bank policy on Check Truncation and Check Conversion   | <input type="radio"/>     | <input type="radio"/> |
| 8. Collateralization of Deposits  |                           |                       |
| a. Must be held at a mutually agreeable non-affiliated third party financial<br>Institution   | <input type="radio"/>     | <input type="radio"/> |

Category

Ability to Provide

YES NO

|  |                       |                                  |
|--|-----------------------|----------------------------------|
| b. Bank policy on collateralization must be presented to Health District, and Health District must be notified of any changes prior taking place     | <input type="radio"/> | <input type="radio"/>            |
| c. Bank must be able to collateralize 100% of deposits made  | <input type="radio"/> | <input type="radio"/>            |
| 9. Positive Pay service offered  | <input type="radio"/> | <input type="radio"/>            |
| a. Health District will not be liable for fraudulent checks received   | <input type="radio"/> | <input type="radio"/>            |
| b. Health District will send all checks to Bank database to be screened  | <input type="radio"/> | <input type="radio"/>            |
| c. Health District has ability to review and approve validations   | <input type="radio"/> | <input checked="" type="radio"/> |
| 10. Stop payment services offered  | <input type="radio"/> | <input type="radio"/>            |
| 11. Safekeeping Services Offered and policy provided   | <input type="radio"/> | <input type="radio"/>            |
| 12. Availability of "Wholetail" lockbox or alternative   | <input type="radio"/> | <input type="radio"/>            |
| a. Single lockbox and account for processing multiple remittance types and payments  | <input type="radio"/> | <input type="radio"/>            |
| b. All documents fully imaged at receipt   | <input type="radio"/> | <input type="radio"/>            |
| c. Automatic electronic posting to the G/L system  | <input type="radio"/> | <input type="radio"/>            |
| d. Dedicated PO box/Address and Clearing Facility process for Health District  | <input type="radio"/> | <input type="radio"/>            |
| e. Same-day identification of problem accounts and checks  | <input type="radio"/> | <input type="radio"/>            |
| f. Ability to view and save images online when payments are processed  | <input type="radio"/> | <input type="radio"/>            |
| 13. Online Banking Services  | <input type="radio"/> | <input type="radio"/>            |
| a. Availability of bank account integration with G/L system  | <input type="radio"/> | <input type="radio"/>            |
| b. Instant online access to all Health District accounts with real-time updates of reporting and transactions  | <input type="radio"/> | <input type="radio"/>            |
| c. Online check clearing and images  | <input type="radio"/> | <input type="radio"/>            |
| d. Multi-level security administration requirements  | <input type="radio"/> | <input type="radio"/>            |
| e. Positive pay reports  | <input type="radio"/> | <input type="radio"/>            |
| f. Staff training, resources and helpdesk for utilization of online system   | <input type="radio"/> | <input type="radio"/>            |
| g. "Real-time" access and integration to merchant card accounts  | <input type="radio"/> | <input type="radio"/>            |
| 14. Vault/Deposit Services   | <input type="radio"/> | <input type="radio"/>            |
| a. Ability to accommodate all cash amounts requested by Health District without delay  | <input type="radio"/> | <input type="radio"/>            |
| b. Special services required during the fair   | <input type="radio"/> | <input type="radio"/>            |
| c. Does the bank provide armored transport   | <input type="radio"/> | <input type="radio"/>            |
| d. Accommodation of large cash transactions of the Health District   | <input type="radio"/> | <input type="radio"/>            |
| e. Same day credit policy during open business hours   | <input type="radio"/> | <input type="radio"/>            |
| f. Returned checks processed a second time if there are insufficient funds   | <input type="radio"/> | <input type="radio"/>            |
| 15. Merchant/Purchasing Card Services offered by Bank  | <input type="radio"/> | <input type="radio"/>            |
| a. Cards must be Visa or MasterCard (preferred) with pin and chip capability and be updated/reissued with latest bank security features and upgrades | <input type="radio"/> | <input type="radio"/>            |
| b. Separate written agreement between bank and Health District for cards   | <input type="radio"/> | <input type="radio"/>            |
| c. Health District online control over cardholders, credit limits, and real-time transaction viewing with multiple permissions and online users      | <input type="radio"/> | <input type="radio"/>            |
| d. Card purchases will be integrated/posted to Health District G/L system  | <input type="radio"/> | <input type="radio"/>            |
| e. Health District is not liable for any fraudulent purchases nor activities   | <input type="radio"/> | <input type="radio"/>            |
| f. Bank policy of fees and rebates on cards  | <input type="radio"/> | <input type="radio"/>            |
| 16. Card payment processing services to be retained by outside vendor  | <input type="radio"/> | <input type="radio"/>            |

| <u>Category</u>   | <u>Ability to Provide</u> |                       |
|---|---------------------------|-----------------------|
|   | <u>YES</u>                | <u>NO</u>             |
| 17. Overdraft processing policy including rate schedule and rate basis  | <input type="radio"/>     | <input type="radio"/> |
| 18. Provide Controlled Disbursement Policy  | <input type="radio"/>     | <input type="radio"/> |
| 19. Disaster/Emergency situation requirements   |                           |                       |
| a. Health District should have immediate ability to raise the credit limit and daily spending limit of purchasing cards during an emergency   | <input type="radio"/>     | <input type="radio"/> |
| b. Health District should have immediate access to additional liquidity of cash and funds held by the bank during an emergency  | <input type="radio"/>     | <input type="radio"/> |
| c. Bank will provide a single point of contact at the bank available 24 hours a day during the emergency if requested by Health District  | <input type="radio"/>     | <input type="radio"/> |
| d. Ability for the Health District to keep a stock of manual checks marked for, and only used for emergencies   | <input type="radio"/>     | <input type="radio"/> |
| e. Manual checks should only come from primary Health District accounts and should not be accepted after a period of six months from the date that the last manual check was issued during or for the emergency | <input type="radio"/>     | <input type="radio"/> |
| 20. References  |                           |                       |
| a. Provide a list of public or private entities and contact information that are Bank customers with a similar sized operation as Health District   | <input type="radio"/>     | <input type="radio"/> |

Additional elaboration on the requested items is found in the following section. Please provide written explanation for all items proposer has selected (clicked on radio button) as “No.” In addition to the above items, the Health District requests the following:

Banks responding to this RFP must present an comprehensive fee schedule for all banking services the Health District is requesting.

Identification of services included in the RFP that are handled and/or contracted out to a Third Party provider.

Outline of a proposed banking transition process, and related fee schedule.

Identification of primary and secondary bank managers and employees that will be assigned to the Health District’s accounts. Employees identified must include two permanently located in Southern Nevada. The bank must also provide the Health District with a telephone number that has 24/7 live customer service support.

**Additional Details**

The following section provides additional elaboration on points included in the checklist above. These points are further detailed information that the Health District is requesting from the Proposer on each item above. Please respond to the following:

1. Wire Transfer Services - The Health District needs to be able to conduct multiple wire transfers with appropriate security measures and appropriate fiscal controls. The bank will allow for instant wire transfers and wiring of securities to any bank using the interbank and Fed wire systems for investment purchases or sales and other transactions with commercial

banks or brokerage houses. All transfers should be able to be initiated and monitored by the Health District online on a real-time basis. The Health District should have the ability to create and store recurring and repetitive wire instructions and templates and be able to create and store future-dated wire instructions.

2. ACH policies must be presented by bank in a clear and comprehensive manner. The bank should be able to accommodate the large volume of ACH transactions that the Health District handles daily, and should be able to provide real-time information on all transactions, including rejected deposits. The Health District should have the ability to re-present rejected deposits on specified dates.
3. The bank should clearly outline its policies on funds availability, including same-day credits and expedited availability when necessary.
4. The bank should present a clear policy including timing, fees and media type (CD's/flash drives, online access, etc) for monthly statements and requests for back statements. The availability policy of statements on the online banking system should be specified. The Health District is requesting 12 months availability of statements, however, shorter time frames will be considered.
5. The Health District is looking for the bank to assess the existing Health District account structure and number of accounts for consolidation and efficiencies. The Health District currently has "off system" bank accounts that should be evaluated for integration into the main account structure. Presently, the Health District has the following structure:  
  
Total of one account
  - One Main Health District account (wires in/out, ACH's in/out, deposits, checks, direct deposits, book transfers)
6. The Health District would request that the bank provide a clearly defined policy for check processing and clearing including timeframes and cutoff deadlines.
7. The Health District is requesting outlined policy on remote deposit services offered by bank.
8. The Health District would require the bank to collateralize 100% of deposits to be in compliance with Government Accounting Standards Board (GASB) requirements. If this is not possible, please provide detailed explanation as to why this is not.
9. The Health District is looking for the detailed bank policy on positive pay. Positive pay is one of the key elements that the Health District is looking to include in future banking services. The Health District has been testing positive pay with its current bank.
10. Please outline the bank's stop payment policy.
11. The Health District is flexible and open to options on safekeeping.

12. The Health District would like to set up a “Wholetail” lockbox to handle the large amount of business license and permit fees. Setting up the lockbox at an out-of state address would be permitted. The Health District needs the ability for items to immediately be returned if information is found to be incorrect. The Health District would also like to be informed of any and all changes to the lockbox policies, procedures and staffing/location changes with ample notice provided. The Health District would also like the ability to visit the lockbox and witness the process when desired.
13. Online banking access should include a “one-stop-shop” system that has access to real-time information on all Health District bank accounts. The system should have a help desk and resource center available for assistance and questions to all staff that have access to online banking. The bank should provide staff training and provide the Health District regular updates on changes/enhancements to the online system. If merchant cards are included in the banking services, real time information including access levels, credit limits and transaction data should be available through the online system.
14. The Health District wishes to proceed with a merchant/purchasing card system as an integral part of the RFP. The card must be versatile, MasterCard preferred, and the online services and management of the card must be robust. This would include activation/deactivation, changing of credit limits, tracking of expenditures, and the tying of transactions to the General Ledger. The Health District would like the bank to provide rebate information, related purchasing limits, and thresholds. The Card must have pin and chip technology and be replaced immediately when new security technology and upgrades are available.
16. Deleted.
17. Please provide the bank’s overdraft policies.
18. Please provide the following on controlled disbursement services:  
Availability of service, location of collection point, endpoint check cashing polices, number and timing of daily fed letters, funding alternatives, imaging options.
19. The Health District wants to ensure that the banking relationship is the strongest during a natural or manmade disaster. Since FEMA and state agencies rarely provide resources up front during an emergency, the bank will need to provide 24 hour contacts, liquidity and increased spending limits when and where it is necessary, a stock of emergency-only use checks, and immediate provisional credit if needed.
20. The Health District wants to ensure that the bank has the resources and expertise to adequately handle the Health District’s banking services and customer care needs. This includes contacting similar-sized institutions to gather their experience and feedback on the bank.



## Wells Fargo Supplier Code of Conduct

At Wells Fargo, we are committed to running our business in a manner that benefits our communities, the economy, and our environment. Our vision is to satisfy all our customers' financial needs and help them succeed financially.

In order to effectively run our business, Wells Fargo engages numerous suppliers, companies that have direct contractual relationships with Wells Fargo, to provide various goods and services. These mutually beneficial relationships enhance the value of the products and services we are able to offer our customers, and create long-lasting collaborative relationships within our communities.

We firmly believe our suppliers and their actions are an extension of our own actions and reputation, and expect our suppliers to demonstrate strong values and ethical practices. Many concepts in this document reference, emphasize, and reinforce additional expectations placed on our suppliers through complimentary programs related to Risk, Information Security, & Social Responsibility.

It is important to Wells Fargo that our suppliers operate in a way that is consistent with our [Vision and Values](#), including compliance with all applicable laws and regulations, contract terms, and this Supplier Code of Conduct. It is the responsibility of each supplier to ensure its employees and representatives completely understand and comply with the Supplier Code of Conduct.

This Code of Conduct is subject to periodic updates and revisions reflecting Wells Fargo's culture of continuous improvement. These updates not only mirror the evolving needs of our diverse and rapidly evolving supply base, but support the ongoing alignment of the Code to internal operations and supporting programs.

### I. Ethical Business Practices

At Wells Fargo, trust means maintaining the highest ethical standards, and going beyond the law and above industry standards in many situations. That's how we earn the trust of our customers, communities, and shareholders. We constantly monitor and refine our business and risk management practices, and [ensure we perform ethically and with integrity](#).

We expect our suppliers to aspire to the highest standards of integrity in their business dealings. This includes refraining from any and all forms of illegal or improper activity, including corruption, misrepresentation, extortion, embezzlement and/or bribery. We also expect our suppliers to engage in ethical employment practices, including the ethical treatment of their employees and suppliers.

Transparency and disclosure are important to Wells Fargo. We expect our suppliers to disclose any potential conflicts of interest prior to initiating their relationship with Wells Fargo, and we expect fair competition among our potential suppliers, contractors and other vendors.

We take our customers' privacy and confidentiality concerns seriously, and we expect our suppliers to as well. All confidential and protected information, including and especially any Wells Fargo customer data, is to be protected by the supplier in accordance with applicable laws, prevailing industry practices, and contract terms.

## **II. Environmental Stewardship**

In 2012 Wells Fargo released a new [environmental commitment](#) with a comprehensive set of goals and metrics that we can use to measure our progress. [Our commitment](#), inspired through conversations with stakeholders, focuses on three areas: encouraging stronger communities, accelerating a "greener" economy, and reducing the environmental impact of our operations. We strive to run our company as efficiently as possible and protect our natural resources for future generations.

We encourage our suppliers to join us in implementing systems designed to minimize their impact on the environment. This includes the development of processes to reduce greenhouse gas emissions, increase energy efficiency, reduce water consumption, and increase waste diversion from landfills. Wells Fargo values business relationships with suppliers who have developed and implemented internal programs fostering a culture of sustainability and increasing environmental stewardship in the local community.

## **III. Community Investment**

When it comes to [investing in our communities](#), we understand one size doesn't fit all. Every city, every neighborhood, and every resident has unique challenges, needs and stories. And we want them to succeed for the long term. So we invest our talent, expertise and financial resources to be right there with them - listening, learning and partnering with key stakeholders to create local solutions for local needs. We support suppliers who share these same values, and who act as [responsible corporate citizens](#) in their own communities. All suppliers are encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.

We also expect our suppliers to join us in our [commitment to diversity](#), and to ensure that they do not discriminate in their hiring and retention policies. Wells Fargo will continue to strive towards increasing our controllable spending with certified diverse-owned businesses', and we expect our suppliers to proactively work to provide business opportunities to competitive diverse suppliers as well.

***This Supplier Code of Conduct does not constitute a contract, and nothing contained herein is intended to create or convey any rights, actions, or remedies to any person or entity.***





June 30, 2015

Subject: Wells Fargo & Company Technology and Operations Group 2014 SSAE 16 Report

Dear Wells Fargo Client:

Wells Fargo & Company Technology and Operations Group (TOG) delivered a Type II SSAE 16 report dated November 25, 2014 ("SSAE Report") to help our clients assess the design and operating effectiveness of the TOG general information technology control environment. The SSAE 16 Report was performed by our independent auditor, KPMG LLP. The SSAE 16 Report covers the 12-month period ended on September 30, 2014.

As Wells Fargo's valued client, your company may be interested in an updated assessment of the design and operating effectiveness of Wells Fargo's internal control environment through June 30, 2015.

Wells Fargo recognizes an ongoing need to maintain an appropriate and effective internal control environment. As of May 31, 2015 there was one control enhancement noted related to privileged access. Management is continuing to evaluate and scope the issue and anticipates completion by July 31, 2015. Development of the remediation plan will be initiated at that time.

Previously identified control enhancements for the delay in certification for logical access and the conversion issue related to physical access are on track for remediation by December 31, 2015.

There were no other material changes in the design or operating effectiveness of our internal control environment from that reported in the SSAE 16 Report.

This letter is not intended to provide a certification of our internal controls or to suggest that Wells Fargo has performed any structured evaluation of the internal controls for the purposes of producing this letter.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Kerri Grosslight".

Kerri Grosslight  
Group Risk Officer  
Technology and Operations Group  
Wells Fargo & Company



July 1, 2015

Subject: Wells Fargo & Company Treasury Management 2014 SSAE 16 Report

Dear Wells Fargo Client:

Wells Fargo & Company Treasury Management delivered a Type II SSAE 16 report dated December 8, 2014 ("SSAE Report") to help our clients assess the design and operating effectiveness of select Treasury Management products. The SSAE 16 Report was performed by our independent auditor, KPMG LLP. The SSAE 16 Report covers the 12-month period ended on September 30, 2014.

As Wells Fargo's valued client, your company may be interested in an updated assessment of the design and operating effectiveness of Wells Fargo's internal control environment through June 30, 2015.

Wells Fargo recognizes an ongoing need to maintain an appropriate and effective internal control environment. As of June 30, 2015, there was no material change in the design or operating effectiveness of our internal control environment from that reported in the SSAE 16 Report.

This letter is not intended to provide a certification of our internal controls or to suggest that Wells Fargo has performed any structured evaluation of the internal controls for the purposes of producing this letter.

Thank you for your attention to this matter.

Sincerely,

Wells Fargo & Company

A handwritten signature in black ink, appearing to read "Luisa Llovet", written over a horizontal line.

Luisa Llovet  
EVP, Treasury Management Risk Manager



**Wells Fargo**  
550 California St, Sac St Tower  
2nd Floor, Suite 250  
San Francisco, CA 94104-1004

wellsfargo.com

July 31, 2014

To Whom It May Concern:

Subject: Wells Fargo & Co.'s Global Financial Crimes Risk Management (FCRM) Program

Wells Fargo & Company (WFC) is a bank holding company headquartered in San Francisco, California, United States of America. WFC is regulated by the U.S. Federal Reserve Bank of San Francisco; its subsidiaries in the United States are regulated by several regulatory agencies including, but not limited to, the Office of the Comptroller of the Currency (OCC), the Securities and Exchange Commission (SEC), the Commodity Futures Trading Commission (CFTC), and the Financial Industry Regulatory Authority (FINRA). Outside the United States, WFC's subsidiaries are subject to local regulatory oversight. WFC is publicly owned and listed on the New York Stock Exchange (symbol: WFC). WFC and its subsidiaries (collectively, "Wells Fargo") make every effort to remain in full compliance with all applicable anti-money laundering laws, rules and standards in the jurisdictions in which they do business.

Through its Global Financial Crimes Risk Management Program (Global FCRM Program), Wells Fargo manages financial crimes risks associated with Bank Secrecy Act (BSA), Anti-Money Laundering (AML), Counter-Terrorist Financing (CTF), Anti-Bribery and Corruption (ABC), Foreign Account Tax Compliance Act (FATCA), External Fraud, and Global Sanctions/Office of Foreign Assets Control (OFAC), hereafter referred to collectively as "FCRM compliance risks."

Wells Fargo's Global FCRM Program is reasonably designed to assure and monitor compliance with the recordkeeping and reporting requirements set forth in the BSA and its implementing regulations; is risk-based; encompasses requirements specifically related to FCRM compliance risks, including having a Customer Identification Program (CIP); and meets the following regulatory "four pillars" standard:

- **First:** designation of a compliance officer
- **Second:** development of internal policies, procedures and controls
- **Third:** ongoing, relevant employee training
- **Fourth:** independent testing and review

If you have any further questions about Wells Fargo's Global FCRM Program please reach out to your Relationship Manager or primary contact at Wells Fargo.

Sincerely,

James R. Richards  
Executive Vice President  
Corporate BSA Compliance Officer  
Head of Financial Crimes Risk Management  
Wells Fargo & Company

JRR/lvl





# Client Analysis statements Quick reference guide



## Overview

Your Client Analysis statement is designed to provide all pertinent balance and activity information in a concise and logical format. This guide should help you become familiar with the information available on your statement.

Use your Wells Fargo Client Analysis statement to:

- **Track costs:** The service detail section provides detailed product subtotals and volume and price information about the services you have used.
- **Monitor trends:** The trend analysis section provides current month summary information, and prior five months historical information to help you spot trends in your checking account activity.

Wells Fargo offers flexible file formats and electronic delivery of your Client Analysis statement, providing you comprehensive information about your account quickly, securely, and conveniently. Receive your Client Analysis statement from Wells Fargo through the Commercial Electronic Office® (CEO®) portal, Statements and Notices service, or e-mail. Contact your Wells Fargo Treasury Management representative to determine the best format and delivery method to suit your needs.

## Accessing Client Analysis statements online

1. Sign on to the Wells Fargo® CEO portal.
2. Select **Statements and Notices** under **My Services**.
3. Select **Client Analysis statements**.

Using the CEO Statements and Notices service, you can:

- View statements for 12 months
- Drill down to more detailed views with flexible formatting
- Access your statements in multiple formats: PDF, Excel, CSV, or ANSI 822 text files
- Compare current and prior month statements
- View graphic representations of your analysis data trends

With Client Analysis statements on the CEO portal, you should also receive complimentary CEO Event Messaging service notifications each time a new or re-analyzed Client Analysis statement is ready for your review.



**Client Analysis statement example – page 1**

**Note:** Some line items will not print on your statement unless they contain values. For example, if you do not have non-interest bearing time deposits, this line will not print on your statement. Prices and rates shown are for illustration only.

| Field | Field description  |
|-------|--|
| 1     | <b>Officer:</b> Banker's name and telephone number.  |
| 2     | <b>Analysis Summary:</b> Section of the statement that provides detail of the Earnings Allowance on your balance versus the total activity charges incurred.                                 |
| 3     | <b>Average Positive Collected Balance:</b> The sum of the positive collected balances at the close of business each day of the statement period, divided by the number of days in the cycle. |
| 4     | <b>Net Prior Month Balance Adjustment:</b> Average prior month balance adjustment(s).  |
| 5     | <b>Reserve Requirement:</b> Amount of balances the Bank is required to keep on deposit at the Federal Reserve.   |
| 6     | <b>Non-Interest Bearing Time Deposit Balance:</b> Balance maintained in the non-interest bearing certificates of deposit with the Bank.  |
| 7     | <b>Balance Required for Credit Services:</b> Collected balance required to be kept on deposit with the Bank to meet loan compensation balance requirements.                                  |
| 8     | <b>Investable Balance Available for Services:</b> Average Daily Positive Collected Balance, plus or minus the Net Prior Month Balance Adjustment, less the Reserve Requirement.              |
| 9     | <b>Earnings Allowance:</b> Earnings on balances maintained during the statement period being measured that may be used to offset service charges.  |
| 10    | <b>Current Month Analyzed Charges:</b> Total service charges for the current statement period that can be paid for with the Earnings Allowance on balances.                                  |
| 11    | <b>Current Month Position:</b> Difference between the Earnings Allowance and the Current Month Analyzed Charges.   |
| 12    | <b>Prior Position Carried Forward:</b> Excess or shortfall carried forward from a prior statement period.  |
| 13    | <b>Net Position:</b> Sum of the Current Month Position and the Prior Position Carried Forward.   |
| 14    | <b>Net Shortfall Due:</b> Amount due if the service charges are greater than the Earnings Allowance and the payment terms calls for payment during the current statement cycle.              |
| 15    | <b>Current Month Fee Based Charges:</b> Total charge for services not eligible for Earnings Allowance compensation.  |
| 16    | <b>Prior Fee Based Charges Carried Forward:</b> Fee based charges carried forward from prior statement period.   |
| 17    | <b>Net Fee Based Charges Due:</b> Sum of Current Month Fee Based Charges and Prior Fee Based Charges Carried Forward.  |
| 18    | <b>Total Amount Due:</b> Sum of the Net Shortfall Due plus the Net Fee Based Charges Due.  |
| 19    | <b>Balance Summary:</b> Section of the statement that includes the balance and service charge information for all accounts appearing in this statement.                                      |

| CLIENT ANALYSIS STATEMENT   |   | RELATIONSHIP SUMMARY                              |                   |
|---|---|---|-------------------|
| WELLS FARGO BANK, N.A.<br>BROOKSIDE BRANCH<br>114 MAIN STREET<br>ANYTOWN, ANYSTATE 12345-6789                     |   | December 2009<br>PAGE 1 of 2                      |                   |
| CUSTOMER NAME<br>ATTN: ACCOUNTING<br>123 MAIN STREET<br>ANYTOWN, ANYSTATE 12345-6789                              |   | Officer: Smith, Lee<br>Phone number: 555-555-1234 |                   |
| WELLS FARGO NEWS INFORMATION OCCASIONALLY APPEARS HERE TO UPDATE YOU ON BANK SERVICES AND OTHER ITEMS OF INTEREST |   |   |                   |
| ANALYSIS SUMMARY  |   |   |                   |
| 3   | Average Positive Collected Balance        | 28.40   |                   |
| 4   | Net Prior Month Balance Adjustments       | 0.00  |                   |
| 5   | Reserve Requirements                      | 0.00  |                   |
| 6   | Non-Interest Bearing Time Deposit Balance |   | 0.00%             |
| 7   | Balance Required for Credit Services      |   |                   |
| 8   | Investable Balance Available for Services | 28.40   | 0.25%             |
| 9   | Earnings Allowance                        | 0.01  |                   |
| 10  | Current Month Analyzed Charges            | 31.79   |                   |
| 11  | Current Month Position                    | 31.78   |                   |
| 12  | Prior Position Carried Forward            | 31.78   |                   |
| 13  | Net Position                              |   |                   |
| 14  | Net Shortfall Due                         |   |                   |
|   | State Sales Tax                           |   |                   |
|   | City Sales Tax                            |   |                   |
|   | Local Sales Tax                           |   | 31.78             |
|   | Total Shortfall Due                       |   |                   |
| 15  | Current Month Fee Based Charges           |   |                   |
| 16  | Prior Fee Based Charges Carried Forward   |   |                   |
| 17  | Net Fee Charges Due                       |   |                   |
|   | State Sales Tax                           |   |                   |
|   | City Sales Tax                            |   |                   |
|   | Local Sales Tax                           |   |                   |
|   | Total Fee Based Charges Due               |   | 31.78             |
| 18  | Total Amount Due                          |   |                   |
| Number of days this cycle: 31   |   |   |                   |
| Investable balance required to offset \$1.00 of analyzed charges: \$ 4,709.68                                     |   |   |                   |
| Balance Required to cover all analyzed charges: \$ 149,721  |   |   |                   |
| TOTAL AMOUNT DUE WILL BE DEBITED TO ACCT 123-4567890 ON JAN 11, 2010  |   |   |                   |
| BALANCE SUMMARY   |   |   |                   |
| Account Number  | Account Name                              | Average Ledger                                    | Average Collected |
| *123-4567890  | Acct Name, LLC                            | 1,235   | 525               |
|   |   | 401   | 401               |
|   |   | 5.25%   | 5.25%             |
|   |   | 31.79   | 31.79             |
| *Indicates billing account  |   |   |                   |

| CUSTOMER NAME                 |                        | December 2009<br>PAGE 2 of 2   |   |                  |                                     |                   |                  |                  |
|-------------------------------|------------------------|--|---|------------------|-------------------------------------|-------------------|------------------|------------------|
| <b>20 SERVICE DETAIL</b>      |                        |  |   |                  |                                     |                   |                  |                  |
| <b>21</b> Svc Code            | <b>22</b> AFP Code     | <b>23</b> Service Description  | <b>24</b> Unit Price                      |                  |                                     |                   |                  |                  |
| ODACT                         | 00 0210                | Daily use of Uncoll Funds **Acct Lvl **                                  | 1.0000                                    |                  |                                     |                   |                  |                  |
| TFDICQ                        | 00 0230                | FDIC Assessment Quarterly Balance & Compensation Information             | 0.15250                                   |                  |                                     |                   |                  |                  |
|                               |                        | Account Maintenance – Chexstor®  | 25.00000                                  |                  |                                     |                   |                  |                  |
|                               |                        | DDA Statement – Paper General Account Services                           | 3.00000                                   |                  |                                     |                   |                  |                  |
| 1267                          | 15 0499                | Stop Payment Paper Confirmation Paper Disbursement Services              | 2.00000                                   |                  |                                     |                   |                  |                  |
|                               |                        | Total Analyzed Charges   | 31.79                                     |                  |                                     |                   |                  |                  |
|                               |                        | * Total Fee Based Charges  | 0.00                                      |                  |                                     |                   |                  |                  |
|                               |                        | Total Service Charges  | 31.79                                     |                  |                                     |                   |                  |                  |
|                               |                        | T = Service Subject to Sales Tax   |   |                  |                                     |                   |                  |                  |
|                               |                        | ** Fee Only Charge   |   |                  |                                     |                   |                  |                  |
|                               |                        | *** Only applies if there is an Average Daily Negative Collected Balance |   |                  |                                     |                   |                  |                  |
| <b>27 TREND ANALYSIS</b>      |                        |  |   |                  |                                     |                   |                  |                  |
| Month                         | Average Ledger Balance | Average Positive Collected Balance                                       | Investable Balance Available For Services | 28 Earnings Rate | 29 Earnings Allowance               | Fee Based Charges | Analyzed Charges | Monthly Position |
| Aug 2009                      | 4,699                  | 3,343  | 3,009                                     | 0.04%            | 0                                   | 0                 | 365              | (365)            |
| Sep 2009                      | 10,284                 | 6,991  | 6,292                                     | 0.14%            | 1                                   | 0                 | 465              | (465)            |
| Oct 2009                      | 23,244                 | 20,931   | 18,838                                    | 0.31%            | 5                                   | 12                | 522              | (517)            |
| Nov 2009                      | 6,021                  | 4,122  | 4,122                                     | 0.24%            | 1                                   | 0                 | 495              | (494)            |
| Dec 2009                      | 1,235                  | 28   | 28  | 0.25%            | 0                                   | 0                 | 32               | (32)             |
| AVG                           |                        |  |   |                  |                                     |                   |                  |                  |
| <b>29 BALANCE ADJUSTMENTS</b> |                        |  |   |                  |                                     |                   |                  |                  |
| Account                       | Transaction Date       | Correction Date  | Adjustment Amount                         | Number Of Days   | Change in Average Collected Balance | Description       |                  |                  |
| DDA123-4567890                | 12/11/09               | 12/17/09   | 200.00                                    | 7                | 1,400                               |                   |                  |                  |
| Adj Dept                      |                        |  |   |                  |                                     |                   |                  |                  |
|                               | Account Total          |  |   |                  | 1,400                               |                   |                  |                  |
|                               | Grand Total            |  |   |                  | 1,400                               |                   |                  |                  |

Note: Customer must examine this statement and report to Bank any claim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within this time frame, items on the statement will be deemed to be correct.

| Field  | Field description  |
|--|--|
| <b>20</b>  | <b>Service Detail:</b> Section of the statement that provides a detailed description of services billed in the current month along with the corresponding AFP code, Unit Price, Volume, and Service Charges.                             |
| <b>21</b>  | <b>Service Code:</b> Bank proprietary code used in combination with the AFP code to identify each service provided.  |
| <b>22</b>  | <b>AFP Code:</b> Association for Financial Professionals service codes for each cash management service. These codes help identify comparable services between banks and are used in the electronic transmission of analysis statements. |
| <b>23</b>  | <b>Service Description:</b> Product identification for each service provided.  |
| <b>24</b>  | <b>Unit Price:</b> Unit price per volume of the service described.   |
| <b>25</b>  | <b>Volume:</b> Total use of product, measured in units or dollar amount.   |
| <b>26</b>  | <b>Service Charges:</b> Unit Price multiplied by Volume.   |
| <b>27</b>  | <b>Trend Analysis:</b> Displays most recent average balance and service charge activity to assist in monitoring trends. Each column has headings that match an item in the Analysis Summary or Balance Summary section.                  |
| <b>28</b>  | <b>Earnings Credit Rate:</b> Rate used to value your Investable Balance Available for Services.  |
| <b>29</b>  | <b>Balance Adjustments:</b> Section of the statement that provides details of prior month adjustments that have been made to the Average Collected Balances for the analysis period.   |
| <b>Key calculations</b>                              |  |
| <b>Average Ledger</b>                                | Sum of each day's ledger, divided by # days in month.  |
| <b>Average Float</b>                                 | Sum of daily float, divided by # days in month.  |
| <b>Average Collected</b>                             | Sum of daily collected balance, divided by # days in month.  |
| <b>Investable Balance</b>                            | Average Positive Collected minus Reserves, minus compensating balances.  |
| <b>Balance Required to Offset \$1 Service Charge</b> | Number of actual days in year, divided by total of ECR rate, times day of month, time 0.9.   |
| <b>Earning Allowance</b>                             | Investable Balances times ECR Rate, times # of days in month, divided by # of days in year.  |

WELLS FARGO BANK, NA

P.O. BOX 63030  
SAN FRANCISCO, CA 94163

ACCOUNT: 1234 555555

BANK: 00182

STATEMENT OF ACCOUNT

WIDGETS, INC  
PAYROLL ACCOUNT

REPORT LIST & ARP CODE GLOSSARY

PRINTED: 11-01-XX PAGE 1

TREASURY MANAGEMENT CLIENT SERVICES  
1-800-AT-WELLS OPTION #2

PERIOD: 10-01-XX TO 10-31-XX

| REPORT NAME             | TYPE   | MEDIA           | DELIVERY CYCLE                        | CONTENT DESCRIPTION  |
|-------------------------|--|-----------------|---------------------------------------|--|
| DETAIL CREDITS          | STANDARD   | PAPER           |                                       | REPORTS ALL CREDIT TRANSACTIONS                              |
| RECONCILEMENT DETAIL    | STANDARD   | PAPER           |                                       | REPORTS ALL STOPS, CANCELS,VOIDS AND EXCEPTION CHECK ACTIVIT |
| DETAIL CHECKS           | STANDARD   | PAPER           |                                       | REPORTS ALL POSTED CHECKS, REVERSED CHECKS AND STOP PAYMENT  |
| DETAIL OTHER DEBITS     | STANDARD   | PAPER           |                                       | REPORTS ALL DEBIT TRANSACTIONS                               |
| BALANCE BY DATE         | STANDARD   | PAPER           |                                       | SUMMARIZES POSTED TRANSACTIONS AND BALANCES BY DAY           |
| ISSUE BY DATE           | STANDARD   | PAPER           |                                       | SUMMARIZES REGISTER TRANSACTIONS BY PROCESSING DAY           |
| INPUT NOT ACCEPTED      | STANDARD   | PAPER           |                                       | SUMMARIZES REGISTER TRANSACTIONS NOT ACCEPTED IN THE PERIOD  |
| RECONCILEMENT           | STANDARD   | PAPER           |                                       | SUMMARIZES REGISTER ACTIVITY FOR THE PERIOD                  |
| RECAP                   | STANDARD   | PAPER           |                                       | SUMMARIZES POSTED TRANSACTIONS FOR THE PERIOD                |
| PAID CHECKS             | OPTIONAL   | TRANSMISSION    | WITH STATEMENT                        | REPORTS ALL POSTED CHECKS AND REVERSED CHECKS                |
| POSITIVE PAY EXCEPTIONS | STANDARD   | ELECTRONIC RPTS | DAILY                                 | REPORTS ALL POSITIVE PAY EXCEPTION CHECKS                    |
| CODE                    | DEFINITION                                       | CODE            | DEFINITION                            |  |
| BLANK                   | MATCH PAID CHECK                                 | REV/CK          | REVERSED CHECK UNPAID                 |  |
| AGED                    | OUTSTANDING ISSUE ON FILE PAST SPECIFIED PERIOD  | STOP/EXP        | STOP PAYMENT EXPIRED                  |  |
| CANCL/I                 | ISSUE CANCELED THIS PERIOD                       | STOP/I          | STOP PAYMENT RECEIVED WITH ISSUE      |  |
| CANCL/NI                | CANCELED THIS PERIOD WITHOUT ISSUE               | STOP/NI         | STOP PAYMENT RECEIVED WITHOUT ISSUE   |  |
| INNR                    | CHECK PAID WITHOUT ISSUE                         | STOP/R          | STOP PAYMENT RELEASED                 |  |
| O                       | OUTSTANDING ISSUE                                | VOID            | CHECK NUMBER NOT ISSUED THIS PERIOD   |  |
| PRIORPAY                | ISSUE RECEIVED FOR CHECK PAID IN PREVIOUS PERIOD |                 |                                       |  |
| D                       | DEPOSIT  | R               | REVERSAL (DEPOSIT OR CHECK)           |  |
| BC                      | BANK CREDIT                                      | RBC             | REVERSAL OF BANK CREDIT               |  |
| BD                      | BANK DEBIT                                       | RBD             | REVERSAL OF BANK DEBIT                |  |
| ZBC                     | ZERO BALANCE CREDIT                              | ZBD             | ZERO BALANCE DEBIT                    |  |
| DCC                     | DEPOSIT CORRECTION CREDIT                        | RCC             | REVERSAL OF DEPOSIT CORRECTION CREDIT |  |
| DCD                     | DEPOSIT CORRECTION DEBIT                         | RCD             | REVERSAL OF DEPOSIT CORRECTION DEBIT  |  |



ACCOUNT: 1234 555555 BANK: 00182 AS/OF AMOUNT TRANSACTION DESCRIPTION

PERIOD: 10-01-XX TO 10-31-XX

DETAIL CREDITS

|       |          |          |        |  |                               |
|-------|----------|----------|--------|--|-------------------------------|
| 25857 | 10-07-XX | 10-04-XX | 976.69 | REVERSAL OF CHECK POSTED 10-04-XX REPOSTED 10-07-XX AS SERIAL 0000094518 | OURREF: 10-0                  |
|       |          |          |        | -XX 00000000   |                               |
| 1     |          |          | 976.69 | SUBTOTAL CREDITS POSTED  | TAKEN ON REFERENCE 0000035857 |

|       |          |          |          |  |                               |
|-------|----------|----------|----------|--|-------------------------------|
| 94557 | 10-25-XX | 10-24-XX | 1,975.86 | REVERSAL OF CHECK POSTED 10-24-XX REPOSTED 10-25-XX AS SERIAL 0000094557 | OURREF: 10-2                  |
|       |          |          |          | -XX 00000000   |                               |
| 1     |          |          | 1,975.86 | SUBTOTAL CREDITS POSTED  | TAKEN ON REFERENCE 0000094557 |

|       |          |          |        |  |                               |
|-------|----------|----------|--------|--|-------------------------------|
| 94730 | 10-21-XX | 10-18-XX | 255.49 | REVERSAL OF CHECK POSTED 10-18-XX REPOSTED 10-21-XX AS SERIAL 0000094730 | OURREF: 10-1                  |
|       |          |          |        | -XX 00000000   |                               |
| 1     |          |          | 255.49 | SUBTOTAL CREDITS POSTED  | TAKEN ON REFERENCE 0000094730 |

|            |          |  |              |   |  |
|------------|----------|--|--------------|---|--|
| 9999999999 | 10-03-XX |  | 1,063.25     | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-16-XX |  | 1,418.60     | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-28-XX |  | 1,860.45     | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-01-XX |  | 2,749.68     | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-10-XX |  | 3,182.21     | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-11-XX |  | 3,501.06     | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-15-XX |  | 4,512.56     | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-29-XX |  | 5,150.85     | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-30-XX |  | 5,641.87     | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-23-XX |  | 8,888.25     | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-25-XX |  | 10,661.03    | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-09-XX |  | 11,369.59    | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-24-XX |  | 12,603.96    | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-08-XX |  | 29,883.29    | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-22-XX |  | 31,966.03    | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-21-XX |  | 52,981.48    | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-07-XX |  | 64,086.95    | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-18-XX |  | 168,553.25   | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-04-XX |  | 174,614.66   | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-03-XX |  | 999,496.46   | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-31-XX |  | 1,003,107.09 | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |
| 9999999999 | 10-17-XX |  | 1,039,587.07 | ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 |  |

|    |  |  |              |                         |                               |
|----|--|--|--------------|-------------------------|-------------------------------|
| 22 |  |  | 3,625,878.62 | SUBTOTAL CREDITS POSTED | TAKEN ON REFERENCE 9999999999 |
| 25 |  |  | 3,629,086.66 | TOTAL CREDITS POSTED    |                               |

ACCOUNT: 1234 555555 BANK: 00182

RECONCILIEMENT DETAIL PERIOD: 10-01-XX TO 10-31-XX

| SERIAL | ISSUE    | POSTED   | AMOUNT CODE      | SERIAL | ISSUE    | POSTED   | AMOUNT CODE      |
|--------|----------|----------|------------------|--------|----------|----------|------------------|
| 79195  | 9-08-XX  | 10-10-XX | 87.50 CANCEL/B   | 86390  | 8-24-XX  | 9-14-XX  | 89.84 STOP/I     |
| 93903  | 9-06-XX  | 10-03-XX | 2,067.30 CANCL/I | 86782  | 9-07-XX  | 9-10-XX  | 427.41 STOP/I    |
| 94306  | 10-04-XX | 10-17-XX | 92.49 CANCL/I    | 87942  | 10-19-XX | 12-06-XX | 137.44 STOP/I    |
| 25857  | 10-04-XX | 10-04-XX | 976.69 REV/CK    | 88219  | 11-03-XX | 12-06-XX | 137.44 STOP/I    |
| 94557  | 10-24-XX | 10-24-XX | 1,975.86 REV/CK  | 88688  | 11-30-XX | 3-18-XX  | 318.71 STOP/I    |
| 94730  | 10-18-XX | 10-18-XX | 255.49 REV/CK    | 88710  | 11-30-XX | 12-03-XX | 579.60 STOP/I    |
| 79195  | 10-20-XX | 11-01-XX | 87.50 STOP/EXP   | 89245  | 12-28-XX | 1-08-XX  | 333.41 STOP/I    |
| 79846  | 10-20-XX | 11-01-XX | 288.60 STOP/I    | 89416  | 1-11-XX  | 6-20-XX  | 277.34 STOP/I    |
| 80742  | 12-01-XX | 12-05-XX | 322.11 STOP/I    | 89584  | 1-25-XX  | 1-25-XX  | 605.88 STOP/I    |
| 80926  | 12-01-XX | 12-11-XX | 277.29 STOP/I    | 90642  | 3-22-XX  | 4-03-XX  | 58.40 STOP/I     |
| 81033  | 12-15-XX | 12-21-XX | 577.82 STOP/I    | 90699  | 3-22-XX  | 4-03-XX  | 310.09 STOP/I    |
| 81034  | 12-15-XX | 12-26-XX | 842.34 STOP/I    | 91355  | 5-03-XX  | 5-10-XX  | 113.13 STOP/I    |
| 81316  | 12-15-XX | 1-19-XX  | 1,389.47 STOP/I  | 92434  | 6-28-XX  | 7-03-XX  | 289.84 STOP/I    |
| 81547  | 12-29-XX | 1-05-XX  | 910.67 STOP/I    | 92696  | 7-12-XX  | 7-19-XX  | 137.14 STOP/I    |
| 83113  | 3-23-XX  | 3-30-XX  | 45.45 STOP/I     | 92761  | 7-12-XX  | 7-19-XX  | 319.34 STOP/I    |
| 83880  | 5-04-XX  | 5-07-XX  | 626.62 STOP/I    | 92918  | 7-26-XX  | 7-30-XX  | 371.07 STOP/I    |
| 85137  | 6-29-XX  | 7-03-XX  | 371.23 STOP/I    | 92935  | 7-26-XX  | 7-29-XX  | 1,490.11 STOP/I  |
| 85350  | 7-13-XX  | 7-23-XX  | 1,458.65 STOP/I  | 93053  | 7-26-XX  | 8-09-XX  | 487.86 STOP/I    |
| 85883  | 7-27-XX  | 8-03-XX  | 144.89 STOP/I    | 93505  | 8-23-XX  | 8-29-XX  | 231.78 STOP/I    |
| 86240  | 8-10-XX  | 8-21-XX  | 381.08 STOP/I    | 91489  |          |          | 1,296.09 STOP/NI |
| 86257  | 8-10-XX  | 8-21-XX  | 513.04 STOP/I    | 186579 |          |          | 1,236.70 STOP/NI |
| 86261  | 8-10-XX  | 8-31-XX  | 78.37 STOP/I     |        |          |          |                  |

WELLS FARGO BANK, NA

STATEMENT OF ACCOUNT

PRINTED: 11-01-XX PAGE 4

ACCOUNT: 1234 555555 BANK: 00182

PERIOD: 10-01-XX TO 10-31-XX

RECONCILEMENT DETAIL

|          | COUNT | AMOUNT   |          | COUNT | AMOUNT    |
|----------|-------|----------|----------|-------|-----------|
| CANCL/I  | 3     | 2,247.29 | STOP/EXP | 1     | 87.50     |
| CANCL/NI | 0     | 0.00     | STOP/I   | 34    | 14,943.46 |
| INNRP    | 0     | 0.00     | STOP/NI  | 2     | 2,532.79  |
| PRIORPAY | 0     | 0.00     | STOP/R   | 0     | 0.00      |
| REV/CK   | 3     | 3,208.04 | VOID     | 0     | 0.00      |

ACCOUNT: 1234 555555 BANK: 00182

DETAIL CHECKS

PERIOD: 10-01-XX TO 10-31-XX

| SERIAL | ISSUE    | POSTED   | AMOUNT CODE      | SERIAL | ISSUE   | POSTED   | AMOUNT CODE       |
|--------|----------|----------|------------------|--------|---------|----------|-------------------|
| 25857  |          | 10-04-XX | 976.69 REV/CK    | 92696  | 7-12-XX | 7-19-XX  | 137.14 STOP/I     |
| 79195  |          |          | 87.50 STOP/EXP   | 92726  | 7-12-XX |          | 204.08 O          |
| 79195  | 9-08-XX  | 10-10-XX | 87.50 CANCEL/B   | 92727  | 7-12-XX |          | 239.56 O          |
| 79846  | 10-20-XX | 11-01-XX | 288.60 STOP/I    | 92738  | 7-12-XX |          | 401.34 O          |
| 80742  | 12-01-XX | 12-05-XX | 322.11 STOP/I    | 92761  | 7-12-XX | 7-19-XX  | 319.34 STOP/I     |
| 80926  | 12-01-XX | 12-11-XX | 277.29 STOP/I    | 92795  | 7-12-XX | 10-15-XX | 480.98            |
| 81033  | 12-15-XX | 12-21-XX | 577.82 STOP/I    | 92812  | 7-12-XX |          | 35.57 O           |
| 81034  | 12-15-XX | 12-26-XX | 842.34 STOP/I    | 92918  | 7-26-XX | 7-30-XX  | 371.07 STOP/I     |
| 81316  | 12-15-XX | 1-19-XX  | 1,389.47 STOP/I  | 92935  | 7-26-XX | 7-29-XX  | 1,490.11 STOP/I   |
| 81547  | 12-29-XX | 1-05-XX  | 910.67 STOP/I    | 93007  | 7-26-XX | 10-04-XX | 116.71            |
| 83113  | 3-23-XX  | 3-30-XX  | 45.45 STOP/I     | 93039  | 7-26-XX |          | 231.78 O          |
| 83880  | 5-04-XX  | 5-07-XX  | 626.62 STOP/I    | 93040  | 7-26-XX |          | 274.69 O          |
| 85137  | 6-29-XX  | 7-03-XX  | 371.23 STOP/I    | 93053  | 7-26-XX | 8-09-XX  | 487.86 STOP/I     |
| 85350  | 7-13-XX  | 7-23-XX  | 1,458.65 STOP/I  | 93086  | 7-26-XX | 10-21-XX | 505.55            |
| 85883  | 7-27-XX  | 8-03-XX  | 144.89 STOP/I    | 93123  | 7-26-XX |          | 293.25 O          |
| 86240  | 8-10-XX  | 8-21-XX  | 381.08 STOP/I    | 93283  | 8-09-XX | 10-21-XX | 122.25            |
| 86257  | 8-10-XX  | 8-21-XX  | 513.04 STOP/I    | 93293  | 8-09-XX |          | 509.84 O          |
| 86261  | 8-10-XX  | 8-31-XX  | 78.37 STOP/I     | 93327  | 8-09-XX | 10-04-XX | 29.18             |
| 86390  | 8-24-XX  | 9-14-XX  | 89.84 STOP/I     | 93364  | 8-09-XX |          | 259.48 O          |
| 86782  | 9-07-XX  | 9-10-XX  | 427.41 STOP/I    | 93365  | 8-09-XX |          | 274.69 O          |
| 87942  | 10-19-XX | 12-06-XX | 137.44 STOP/I    | 93442  | 8-09-XX |          | 409.53 O          |
| 88219  | 11-03-XX | 12-06-XX | 137.44 STOP/I    | 93505  | 8-23-XX | 8-29-XX  | 231.78 STOP/I     |
| 88688  | 11-30-XX | 3-18-XX  | 318.71 STOP/I    | 93535  | 8-23-XX | 10-22-XX | 90.89             |
| 88710  | 11-30-XX | 12-03-XX | 579.60 STOP/I    | 93551  | 8-23-XX |          | 536.15 O          |
| 89245  | 12-28-XX | 1-08-XX  | 333.41 STOP/I    | 93554  | 8-23-XX | 10-01-XX | 2,643.27          |
| 89416  | 1-11-XX  | 6-20-XX  | 277.34 STOP/I    | 93575  | 8-23-XX | 10-18-XX | 150.29            |
| 89584  | 1-25-XX  | 1-25-XX  | 605.88 STOP/I    | 93590  | 8-23-XX | 10-15-XX | 164.40            |
| 90367  | 3-08-XX  |          | 136.39 O         | 93603  | 8-23-XX |          | 46.57 O           |
| 90381  | 3-08-XX  |          | 28.90 O          | 93612  | 8-23-XX | 10-21-XX | 143.49            |
| 90455  | 3-08-XX  |          | 35.57 O          | 93618  | 8-23-XX |          | 82.06 O           |
| 90642  | 3-22-XX  | 4-03-XX  | 58.40 STOP/I     | 93619  | 8-23-XX |          | 66.54 O           |
| 90699  | 3-22-XX  | 4-03-XX  | 310.09 STOP/I    | 93679  | 8-23-XX | 10-07-XX | 123.80            |
| 90818  | 4-05-XX  |          | 14.12 O          | 93688  | 8-23-XX |          | 127.92 O          |
| 91177  | 4-19-XX  |          | 30.48 O          | 93689  | 8-23-XX |          | 125.14 O          |
| 91355  | 5-03-XX  | 5-10-XX  | 113.13 STOP/I    | 93759  | 8-23-XX |          | 866.31 O          |
| 91385  | 5-03-XX  |          | 849.92 O         | 93831  | 9-06-XX | 10-30-XX | 5,132.40          |
| 91489  |          | 5-28-XX  | 1,296.09 STOP/NI | 93873  | 9-06-XX |          | 33.52 O           |
| 92010  | 6-14-XX  | 10-07-XX | 21.81            | 93901  | 9-06-XX | 10-15-XX | 76.31             |
| 92142  | 6-14-XX  |          | 184.96 O         | 93903  | 9-06-XX | 10-03-XX | 2,067.30 CANCEL/I |
| 92189  | 6-14-XX  |          | 11.07 O          | 93913  | 9-06-XX | 10-24-XX | 93.90             |
| 92372  | 6-28-XX  |          | 250.00 O         | 93921  | 9-06-XX | 10-21-XX | 17.67             |
| 92409  | 6-28-XX  |          | 230.79 O         | 93924  | 9-06-XX | 10-07-XX | 17.65             |
| 92434  | 6-28-XX  | 7-03-XX  | 289.84 STOP/I    | 93927  | 9-06-XX |          | 50.60 O           |
| 92646  | 7-12-XX  |          | 82.06 O          | 93947  | 9-06-XX |          | 91.53 O           |

ACCOUNT: 1234 555555 BANK: 00182

DETAIL CHECKS

PERIOD: 10-01-XX TO 10-31-XX

| SERIAL | ISSUE   | POSTED   | AMOUNT CODE | SERIAL | ISSUE    | POSTED   | AMOUNT CODE    |
|--------|---------|----------|-------------|--------|----------|----------|----------------|
| 93974  | 9-06-XX | 10-07-XX | 19.45       | 94299  | 10-04-XX | 10-16-XX | 136.39         |
| 93985  | 9-06-XX | 10-17-XX | 38.90       | 94300  | 10-04-XX | 10-17-XX | 40.46          |
| 94013  | 9-06-XX | 10-17-XX | 270.42      | 94301  | 10-04-XX | 10-04-XX | 1,309.87       |
| 94039  | 9-06-XX | 10-04-XX | 439.64      | 94303  | 10-04-XX | 10-15-XX | 1,772.27       |
| 94064  | 9-20-XX | 10-04-XX | 113.39      | 94303  | 10-04-XX | 10-10-XX | 905.79         |
| 94090  | 9-20-XX | 10-17-XX | 883.86      | 94304  | 10-04-XX | 10-07-XX | 422.52         |
| 94091  | 9-20-XX |          | 104.45 O    | 94305  | 10-04-XX | 10-21-XX | 164.54         |
| 94095  | 9-20-XX | 10-07-XX | 43.60       | 94306  | 10-04-XX | 10-17-XX | 92.49 CANCEL/I |
| 94096  | 9-20-XX | 10-25-XX | 175.65      | 94307  | 10-04-XX | 10-07-XX | 1,354.20       |
| 94113  | 9-20-XX |          | 124.78 O    | 94308  | 10-04-XX | 10-07-XX | 1,845.38       |
| 94117  | 9-20-XX | 10-08-XX | 399.13      | 94309  | 10-04-XX | 10-07-XX | 838.38         |
| 94119  | 9-20-XX | 10-08-XX | 2,040.85    | 94310  | 10-04-XX | 10-07-XX | 1,229.68       |
| 94142  | 9-20-XX | 10-15-XX | 50.17       | 94311  | 10-04-XX | 10-07-XX | 1,286.17       |
| 94145  | 9-20-XX |          | 46.12 O     | 94312  | 10-04-XX | 10-07-XX | 1,187.98       |
| 94147  | 9-20-XX | 10-24-XX | 90.75       | 94313  | 10-04-XX | 10-04-XX | 1,163.99       |
| 94148  | 9-20-XX | 10-04-XX | 300.52      | 94314  | 10-04-XX | 10-08-XX | 1,350.55       |
| 94150  | 9-20-XX | 10-09-XX | 233.78      | 94315  | 10-04-XX | 10-07-XX | 1,289.90       |
| 94162  | 9-20-XX | 10-04-XX | 86.39       | 94316  | 10-04-XX | 10-07-XX | 1,201.09       |
| 94164  | 9-20-XX | 10-04-XX | 276.79      | 94317  | 10-04-XX | 10-08-XX | 2,104.74       |
| 94179  | 9-20-XX | 10-24-XX | 481.28      | 94318  | 10-04-XX | 10-09-XX | 1,722.21       |
| 94180  | 9-20-XX | 10-07-XX | 624.82      | 94319  | 10-04-XX | 10-08-XX | 1,945.55       |
| 94188  | 9-20-XX | 10-03-XX | 99.76       | 94320  | 10-04-XX | 10-04-XX | 1,821.41       |
| 94190  | 9-20-XX | 10-07-XX | 94.28       | 94321  | 10-04-XX | 10-07-XX | 1,968.80       |
| 94193  | 9-20-XX | 10-24-XX | 35.20       | 94322  | 10-04-XX | 10-08-XX | 2,201.62       |
| 94206  | 9-20-XX | 10-08-XX | 87.54       | 94323  | 10-04-XX | 10-04-XX | 2,195.15       |
| 94208  | 9-20-XX |          | 66.55 O     | 94324  | 10-04-XX | 10-08-XX | 1,871.24       |
| 94215  | 9-20-XX | 10-04-XX | 355.87      | 94325  | 10-04-XX | 10-08-XX | 2,414.07       |
| 94216  | 9-20-XX | 10-01-XX | 63.22       | 94326  | 10-04-XX | 10-07-XX | 2,518.80       |
| 94225  | 9-20-XX | 10-17-XX | 75.39       | 94327  | 10-04-XX | 10-21-XX | 36.74          |
| 94226  | 9-20-XX | 10-03-XX | 254.88      | 94328  | 10-04-XX | 10-07-XX | 190.78         |
| 94236  | 9-20-XX | 10-04-XX | 29.18       | 94329  | 10-04-XX | 10-07-XX | 2,699.63       |
| 94241  | 9-20-XX | 10-03-XX | 272.08      | 94330  | 10-04-XX | 10-15-XX | 16.35          |
| 94243  | 9-20-XX | 10-07-XX | 293.25      | 94331  | 10-04-XX | 10-07-XX | 259.97         |
| 94247  | 9-20-XX | 10-03-XX | 45.73       | 94332  | 10-04-XX | 10-07-XX | 1,136.03       |
| 94256  | 9-20-XX | 10-07-XX | 75.99       | 94333  | 10-04-XX | 10-07-XX | 181.60         |
| 94261  | 9-20-XX | 10-09-XX | 220.24      | 94334  | 10-04-XX | 10-08-XX | 142.43         |
| 94263  | 9-20-XX | 10-03-XX | 45.73       | 94335  | 10-04-XX | 10-07-XX | 234.39         |
| 94265  | 9-20-XX | 10-04-XX | 534.97      | 94336  | 10-04-XX | 10-22-XX | 23.04          |
| 94266  | 9-20-XX | 10-01-XX | 43.19       | 94337  | 10-04-XX | 10-07-XX | 432.73         |
| 94274  | 9-20-XX | 10-07-XX | 410.85      | 94338  | 10-04-XX | 10-07-XX | 230.59         |
| 94277  | 9-20-XX | 10-03-XX | 345.07      | 94339  | 10-04-XX | 10-07-XX | 475.83         |
| 94279  | 9-20-XX | 10-07-XX | 2,309.56    | 94340  | 10-04-XX | 10-08-XX | 1,070.75       |
| 94286  | 9-20-XX | 10-29-XX | 2,417.79    | 94341  | 10-04-XX | 10-15-XX | 69.37          |
|        |         |          | 453.83      | 94342  | 10-04-XX | 10-22-XX | 744.19         |

ACCOUNT: 1234 555555 BANK: 00182

DETAIL CHECKS

PERIOD: 10-01-XX TO 10-31-XX

| SERIAL | ISSUE    | POSTED   | AMOUNT   | CODE | SERIAL | ISSUE    | POSTED   | AMOUNT   | CODE |
|--------|----------|----------|----------|------|--------|----------|----------|----------|------|
| 94343  | 10-04-XX | 10-09-XX | 714.69   |      | 94388  | 10-04-XX | 10-08-XX | 91.43    |      |
| 94344  | 10-04-XX | 10-09-XX | 178.52   |      | 94389  | 10-04-XX | 10-04-XX | 317.36   |      |
| 94345  | 10-04-XX | 10-22-XX | 49.30    |      | 94390  | 10-04-XX | 10-09-XX | 176.77   |      |
| 94346  | 10-04-XX |          | 69.37    | O    | 94391  | 10-04-XX |          | 45.28    | O    |
| 94347  | 10-04-XX | 10-18-XX | 38.54    |      | 94392  | 10-04-XX | 10-07-XX | 1,621.16 |      |
| 94348  | 10-04-XX | 10-09-XX | 1,248.92 |      | 94393  | 10-04-XX | 10-04-XX | 586.85   |      |
| 94349  | 10-04-XX | 10-08-XX | 1,179.98 |      | 94394  | 10-04-XX | 10-09-XX | 1,455.72 |      |
| 94350  | 10-04-XX | 10-04-XX | 724.20   |      | 94395  | 10-04-XX | 10-16-XX | 556.89   |      |
| 94351  | 10-04-XX | 10-08-XX | 4,068.16 |      | 94396  | 10-04-XX | 10-07-XX | 67.62    |      |
| 94352  | 10-04-XX | 10-07-XX | 4,294.99 |      | 94397  | 10-04-XX | 10-08-XX | 476.43   |      |
| 94353  | 10-04-XX | 10-15-XX | 598.69   |      | 94398  | 10-04-XX | 10-11-XX | 311.98   |      |
| 94354  | 10-04-XX | 10-07-XX | 1,059.31 |      | 94399  | 10-04-XX | 10-04-XX | 22.53    |      |
| 94355  | 10-04-XX |          | 2,040.86 | O    | 94400  | 10-04-XX | 10-08-XX | 321.70   |      |
| 94356  | 10-04-XX | 10-07-XX | 491.54   |      | 94401  | 10-04-XX | 10-08-XX | 520.85   |      |
| 94357  | 10-04-XX | 10-10-XX | 899.39   |      | 94403  | 10-04-XX | 10-16-XX | 139.66   |      |
| 94358  | 10-04-XX | 10-04-XX | 900.69   |      | 94403  | 10-04-XX | 10-09-XX | 75.84    |      |
| 94359  | 10-04-XX | 10-07-XX | 1,248.04 |      | 94404  | 10-04-XX | 10-15-XX | 60.67    |      |
| 94360  | 10-04-XX | 10-09-XX | 819.41   |      | 94405  | 10-04-XX | 10-08-XX | 46.11    |      |
| 94361  | 10-04-XX | 10-07-XX | 1,606.52 |      | 94406  | 10-04-XX | 10-25-XX | 45.07    |      |
| 94363  | 10-04-XX | 10-07-XX | 1,483.61 |      | 94407  | 10-04-XX | 10-11-XX | 150.24   |      |
| 94364  | 10-04-XX | 10-07-XX | 799.06   |      | 94408  | 10-04-XX | 10-07-XX | 345.83   |      |
| 94365  | 10-04-XX | 10-08-XX | 627.96   |      | 94409  | 10-04-XX | 10-04-XX | 1,233.82 |      |
| 94366  | 10-04-XX | 10-15-XX | 68.54    |      | 94410  | 10-04-XX | 10-04-XX | 68.88    |      |
| 94367  | 10-04-XX | 10-08-XX | 951.15   |      | 94411  | 10-04-XX | 10-07-XX | 371.17   |      |
| 94368  | 10-04-XX | 10-21-XX | 1,538.15 |      | 94412  | 10-04-XX |          | 20.75    | O    |
| 94369  | 10-04-XX | 10-22-XX | 1,052.53 |      | 94413  | 10-04-XX | 10-24-XX | 450.08   |      |
| 94370  | 10-04-XX | 10-10-XX | 885.54   |      | 94414  | 10-04-XX | 10-07-XX | 648.33   |      |
| 94371  | 10-04-XX | 10-07-XX | 427.43   |      | 94415  | 10-04-XX | 10-09-XX | 116.15   |      |
| 94372  | 10-04-XX | 10-08-XX | 868.03   |      | 94416  | 10-04-XX | 10-15-XX | 38.35    |      |
| 94373  | 10-04-XX | 10-07-XX | 967.34   |      | 94417  | 10-04-XX | 10-11-XX | 122.71   |      |
| 94374  | 10-04-XX | 10-04-XX | 1,088.80 |      | 94418  | 10-04-XX | 10-10-XX | 116.15   |      |
| 94375  | 10-04-XX | 10-11-XX | 1,398.68 |      | 94419  | 10-04-XX | 10-07-XX | 98.00    |      |
| 94376  | 10-04-XX | 10-04-XX | 727.40   |      | 94420  | 10-04-XX | 10-11-XX | 116.15   |      |
| 94377  | 10-04-XX | 10-10-XX | 304.20   |      | 94421  | 10-04-XX | 10-07-XX | 282.07   |      |
| 94378  | 10-04-XX | 10-08-XX | 187.28   |      | 94422  | 10-04-XX | 10-08-XX | 113.13   |      |
| 94379  | 10-04-XX | 10-11-XX | 258.92   |      | 94423  | 10-04-XX | 10-08-XX | 955.32   |      |
| 94380  | 10-04-XX | 10-24-XX | 91.42    |      | 94424  | 10-04-XX | 10-17-XX | 99.76    |      |
| 94381  | 10-04-XX | 10-07-XX | 154.95   |      | 94425  | 10-04-XX | 10-15-XX | 95.56    |      |
| 94382  | 10-04-XX | 10-04-XX | 330.07   |      | 94426  | 10-04-XX | 10-23-XX | 122.00   |      |
| 94383  | 10-04-XX | 10-17-XX | 107.99   |      | 94427  | 10-04-XX | 10-07-XX | 97.26    |      |
| 94384  | 10-04-XX | 10-07-XX | 601.61   |      | 94428  | 10-04-XX | 10-08-XX | 111.66   |      |
| 94385  | 10-04-XX | 10-08-XX | 269.68   |      | 94429  | 10-04-XX | 10-08-XX | 68.09    |      |
| 94386  | 10-04-XX | 10-08-XX | 303.03   |      | 94430  | 10-04-XX | 10-07-XX | 294.21   |      |
| 94387  | 10-04-XX | 10-21-XX | 81.00    |      | 94431  | 10-04-XX | 10-07-XX | 330.31   |      |

ACCOUNT: 1234 555555 BANK: 00182

DETAIL CHECKS

PERIOD: 10-01-XX TO 10-31-XX

| SERIAL | ISSUE    | POSTED   | AMOUNT   | CODE | SERIAL | ISSUE    | POSTED    | AMOUNT   | CODE |
|--------|----------|----------|----------|------|--------|----------|-----------|----------|------|
| 94432  | 10-04-XX | 10-08-XX | 154.39   |      | 94476  | 10-04-XX | 10-08-XX  | 184.05   |      |
| 94433  | 10-04-XX | 10-04-XX | 289.86   |      | 94477  | 10-04-XX |           | 73.38    | O    |
| 94434  | 10-04-XX | 10-04-XX | 170.22   |      | 94478  | 10-04-XX | 10-21-XX  | 45.73    |      |
| 94435  | 10-04-XX | 10-15-XX | 293.51   |      | 94479  | 10-04-XX | 10-08-XX  | 126.65   |      |
| 94436  | 10-04-XX | 10-09-XX | 311.25   |      | 94480  | 10-04-XX | 10-29-XX  | 231.47   |      |
| 94437  | 10-04-XX | 10-10-XX | 71.14    |      | 94481  | 10-04-XX |           | 591.92   | O    |
| 94438  | 10-04-XX | 10-07-XX | 593.71   |      | 94482  | 10-04-XX | 10-08-XX  | 152.44   |      |
| 94439  | 10-04-XX | 10-07-XX | 424.86   |      | 94483  | 10-04-XX | 10-21-XX  | 131.17   |      |
| 94440  | 10-04-XX | 10-04-XX | 365.11   |      | 94484  | 10-04-XX |           | 22.14    | O    |
| 94441  | 10-04-XX | 10-08-XX | 97.26    |      | 94485  | 10-04-XX | 10-08-XX  | 79.06    |      |
| 94442  | 10-04-XX | 10-09-XX | 1,193.60 |      | 94486  | 10-04-XX | 10-07-XX  | 352.85   |      |
| 94443  | 10-04-XX | 10-09-XX | 535.78   |      | 94487  | 10-04-XX | 10-09-XX  | 110.73   |      |
| 94444  | 10-04-XX | 10-09-XX | 145.90   |      | 94488  | 10-04-XX | 10-08-XX  | 106.71   |      |
| 94445  | 10-04-XX | 10-09-XX | 1,117.06 |      | 94489  | 10-04-XX | 10-25-XX  | 52.18    |      |
| 94446  | 10-04-XX | 10-15-XX | 156.28   |      | 94490  | 10-04-XX | 10-04-XX  | 261.29   |      |
| 94447  | 10-04-XX | 10-08-XX | 254.88   |      | 94491  | 10-04-XX | 10-11-XX  | 81.30    |      |
| 94448  | 10-04-XX | 10-18-XX | 275.16   |      | 94492  | 10-04-XX | 10-04-XX  | 268.26   |      |
| 94449  | 10-04-XX | 10-11-XX | 71.14    |      | 94493  | 10-04-XX | 10-09-XX  | 151.99   |      |
| 94450  | 10-04-XX | 10-07-XX | 721.08   |      | 94494  | 10-04-XX | 10-08-XX  | 242.76   |      |
| 94451  | 10-04-XX | 10-04-XX | 420.82   |      | 94495  | 10-04-XX | 10-15-XX  | 40.65    |      |
| 94452  | 10-04-XX | 10-07-XX | 935.13   |      | 94496  | 10-04-XX | 10-08-XX  | 175.07   |      |
| 94453  | 10-04-XX | 10-07-XX | 328.08   |      | 94497  | 10-04-XX | 10-11-XX  | 303.72   |      |
| 94454  | 10-04-XX |          | 229.12   | O    | 94498  | 10-04-XX | 10-04-XX  | 252.22   |      |
| 94455  | 10-04-XX | 10-07-XX | 263.98   |      | 94499  | 10-04-XX | 10-09-XX  | 289.07   |      |
| 94456  | 10-04-XX | 10-07-XX | 237.36   |      | 94500  | 10-04-XX | 10-22-XX  | 91.46    |      |
| 94457  | 10-04-XX | 10-07-XX | 237.41   |      | 94501  | 10-04-XX | 10-24-XX  | 507.82   |      |
| 94458  | 10-04-XX | 10-11-XX | 178.12   |      | 94503  | 10-04-XX | 10-09-XX  | 65.99    |      |
| 94459  | 10-04-XX | 10-07-XX | 521.00   |      | 94503  | 10-04-XX | 10-18-XX  | 43.19    |      |
| 94460  | 10-04-XX | 10-17-XX | 121.61   |      | 94504  | 10-04-XX | 10-07-XX  | 1,037.25 |      |
| 94461  | 10-04-XX | 10-11-XX | 43.77    |      | 94505  | 10-04-XX | 10-09-XX  | 154.26   |      |
| 94462  | 10-04-XX | 10-07-XX | 134.21   |      | 94506  | 10-04-XX | 10-04-XX  | 270.03   |      |
| 94463  | 10-04-XX | 10-04-XX | 184.80   |      | 94507  | 10-04-XX | 10-11-XX  | 184.80   |      |
| 94464  | 10-04-XX | 10-15-XX | 511.01   |      | 94508  | 10-04-XX | 10-07-XX  | 873.17   |      |
| 94465  | 10-04-XX | 10-07-XX | 310.11   |      | 94509  | 10-04-XX | 10-18-XX  | 515.51   |      |
| 94466  | 10-04-XX | 10-16-XX | 115.28   |      | 94510  | 10-04-XX | 10-04-XX  | 468.29   |      |
| 94467  | 10-04-XX | 10-07-XX | 345.07   |      | 94511  | 10-04-XX | 10-11-XX  | 279.53   |      |
| 94468  | 10-04-XX | 10-07-XX | 156.28   |      | 94512  | 10-04-XX | 10-07-XX  | 280.47   |      |
| 94469  | 10-04-XX | 10-07-XX | 323.46   |      | 94513  | 10-04-XX | 10-17-XX  | 332.18   |      |
| 94470  | 10-04-XX |          | 68.09    | O    | 94514  | 10-04-XX | 10-07-XX  | 1,200.19 |      |
| 94471  | 10-04-XX | 10-15-XX | 19.45    |      | 94515  | 10-04-XX | 10-07-XX  | 1,425.04 |      |
| 94472  | 10-04-XX | 10-25-XX | 354.15   |      | 94516  | 10-04-XX | 10-07-XX  | 1,378.28 |      |
| 94473  | 10-04-XX | 10-18-XX | 222.89   |      | 94517  | 10-04-XX | 10-08-XX  | 1,521.56 |      |
| 94474  | 10-04-XX | 10-18-XX | 48.27    |      | 94518  | 10-04-XX | 10-07-XX* | 976.69   |      |
| 94475  | 10-04-XX | 10-09-XX | 331.71   |      | 94519  | 10-04-XX | 10-07-XX  | 147.13   |      |

ACCOUNT: 1234 555555 BANK: 00182

DETAIL CHECKS

PERIOD: 10-01-XX TO 10-31-XX

| SERIAL | ISSUE    | POSTED    | AMOUNT CODE     | SERIAL | ISSUE    | POSTED   | AMOUNT CODE |
|--------|----------|-----------|-----------------|--------|----------|----------|-------------|
| 94520  | 10-04-XX | 10-07-XX  | 686.48          | 94563  | 10-18-XX | 10-21-XX | 259.89      |
| 94521  | 10-04-XX | 10-04-XX  | 1,226.91        | 94564  | 10-18-XX | 10-25-XX | 22.04       |
| 94522  | 10-04-XX | 10-29-XX  | 315.35          | 94565  | 10-18-XX | 10-22-XX | 400.86      |
| 94523  | 10-04-XX | 10-07-XX  | 1,132.70        | 94566  | 10-18-XX | 10-29-XX | 43.60       |
| 94524  | 10-04-XX | 10-07-XX  | 1,429.64        | 94567  | 10-18-XX | 10-25-XX | 92.09       |
| 94525  | 10-04-XX | 10-04-XX  | 1,315.43        | 94568  | 10-18-XX | 10-21-XX | 166.91      |
| 94526  | 10-04-XX | 10-04-XX  | 1,006.70        | 94569  | 10-18-XX | 10-21-XX | 908.93      |
| 94527  | 10-04-XX | 10-07-XX  | 1,081.64        | 94570  | 10-18-XX | 10-24-XX | 166.91      |
| 94528  | 10-04-XX | 10-07-XX  | 1,767.76        | 94571  | 10-18-XX | 10-21-XX | 191.41      |
| 94529  | 10-04-XX | 10-04-XX  | 1,315.88        | 94572  | 10-18-XX | 10-23-XX | 174.43      |
| 94530  | 10-04-XX | 10-16-XX  | 470.38          | 94573  | 10-18-XX | 10-22-XX | 46.08       |
| 94531  | 10-04-XX | 10-04-XX  | 1,009.86        | 94574  | 10-18-XX |          | 313.52 O    |
| 94532  | 10-04-XX | 10-24-XX  | 1,343.12        | 94575  | 10-18-XX | 10-21-XX | 215.89      |
| 94533  | 10-04-XX | 10-04-XX  | 1,879.54        | 94576  | 10-18-XX | 10-21-XX | 475.83      |
| 94534  | 10-04-XX | 10-07-XX  | 1,044.96        | 94577  | 10-18-XX | 10-22-XX | 929.86      |
| 94535  | 10-18-XX | 10-28-XX  | 113.39          | 94578  | 10-18-XX | 10-25-XX | 14.70       |
| 94536  | 10-18-XX | 10-25-XX  | 65.52           | 94579  | 10-18-XX |          | 61.66 O     |
| 94537  | 10-18-XX | 10-18-XX  | 1,368.36        | 94580  | 10-18-XX | 10-21-XX | 678.53      |
| 94538  | 10-18-XX | 10-21-XX  | 1,110.77        | 94581  | 10-18-XX |          | 835.47 O    |
| 94539  | 10-18-XX | 10-23-XX  | 436.83          | 94582  | 10-18-XX | 10-22-XX | 58.66       |
| 94540  | 10-18-XX | 10-29-XX  | 454.38          | 94583  | 10-18-XX | 10-21-XX | 69.37       |
| 94541  | 10-18-XX | 10-21-XX  | 96.97           | 94584  | 10-18-XX |          | 38.54 O     |
| 94542  | 10-18-XX | 10-21-XX  | 1,365.70        | 94585  | 10-18-XX | 10-22-XX | 1,255.97    |
| 94543  | 10-18-XX | 10-21-XX  | 1,845.38        | 94586  | 10-18-XX | 10-22-XX | 1,346.35    |
| 94544  | 10-18-XX | 10-21-XX  | 1,234.51        | 94587  | 10-18-XX | 10-18-XX | 706.52      |
| 94545  | 10-18-XX | 10-23-XX  | 1,277.57        | 94588  | 10-18-XX | 10-21-XX | 2,818.09    |
| 94546  | 10-18-XX | 10-21-XX  | 1,353.22        | 94589  | 10-18-XX | 10-25-XX | 4,665.79    |
| 94547  | 10-18-XX | 10-21-XX  | 1,251.33        | 94590  | 10-18-XX | 10-22-XX | 2,785.54    |
| 94548  | 10-18-XX | 10-18-XX  | 461.55          | 94591  | 10-18-XX | 10-29-XX | 349.24      |
| 94549  | 10-18-XX | 10-22-XX  | 1,209.60        | 94592  | 10-18-XX | 10-18-XX | 2,603.01    |
| 94550  | 10-18-XX | 10-21-XX  | 1,247.26        | 94593  | 10-18-XX |          | 2,094.64 O  |
| 94551  | 10-18-XX | 10-21-XX  | 1,100.18        | 94594  | 10-18-XX | 10-18-XX | 213.72      |
| 94552  | 10-18-XX | 10-23-XX  | 2,141.68        | 94595  | 10-18-XX | 10-21-XX | 467.93      |
| 94553  | 10-18-XX | 10-24-XX  | 1,779.44        | 94596  | 10-18-XX | 10-18-XX | 1,296.45    |
| 94554  | 10-18-XX | 10-22-XX  | 1,926.60        | 94597  | 10-18-XX | 10-22-XX | 1,651.49    |
| 94555  | 10-18-XX | 10-18-XX  | 2,232.82        | 94598  | 10-18-XX | 10-21-XX | 1,494.48    |
| 94556  | 10-18-XX | 10-18-XX  | 1,680.29        | 94599  | 10-18-XX | 10-21-XX | 639.46      |
| 94557  | 10-18-XX | 10-25-XX* | 1,975.66        | 94600  | 10-18-XX |          | 76.31 O     |
| 94558  | 10-18-XX | 10-24-XX  | 1,975.86 REV/CK | 94601  | 10-18-XX | 10-25-XX | 862.75      |
| 94559  | 10-18-XX | 10-22-XX  | 2,820.73        | 94603  | 10-18-XX | 10-22-XX | 1,100.96    |
| 94560  | 10-18-XX | 10-21-XX  | 2,032.17        | 94603  | 10-18-XX |          | 966.90 O    |
| 94561  | 10-18-XX | 10-24-XX  | 1,937.43        | 94604  | 10-18-XX | 10-22-XX | 427.43      |
| 94562  | 10-18-XX | 10-22-XX  | 2,313.20        | 94605  | 10-18-XX | 10-21-XX | 868.03      |
| 94562  | 10-18-XX | 10-21-XX  | 2,704.22        | 94606  | 10-18-XX | 10-21-XX | 967.34      |



ACCOUNT: 1234 555555 BANK: 00182

DETAIL CHECKS

PERIOD: 10-01-XX TO 10-31-XX

| SERIAL | ISSUE    | POSTED   | AMOUNT CODE | SERIAL | ISSUE    | POSTED   | AMOUNT CODE |
|--------|----------|----------|-------------|--------|----------|----------|-------------|
| 94607  | 10-18-XX | 10-18-XX | 1,068.07    | 94651  | 10-18-XX | 10-23-XX | 19.35       |
| 94608  | 10-18-XX | 10-22-XX | 1,462.29    | 94652  | 10-18-XX | 10-21-XX | 229.60      |
| 94609  | 10-18-XX | 10-21-XX | 727.40      | 94653  | 10-18-XX | 10-22-XX | 79.77       |
| 94610  | 10-18-XX | 10-21-XX | 303.44      | 94654  | 10-18-XX | 10-22-XX | 982.42      |
| 94611  | 10-18-XX | 10-21-XX | 186.97      | 94655  | 10-18-XX | 10-30-XX | 99.76       |
| 94612  | 10-18-XX | 10-28-XX | 326.94      | 94656  | 10-18-XX | 10-29-XX | 168.77      |
| 94613  | 10-18-XX | 10-24-XX | 117.46      | 94657  | 10-18-XX | 10-25-XX | 95.56       |
| 94614  | 10-18-XX | 10-21-XX | 228.89      | 94658  | 10-18-XX |          | 122.00 O    |
| 94615  | 10-18-XX | 10-21-XX | 342.41      | 94659  | 10-18-XX | 10-22-XX | 169.82      |
| 94616  | 10-18-XX | 10-25-XX | 167.91      | 94660  | 10-18-XX | 10-22-XX | 90.00       |
| 94617  | 10-18-XX | 10-21-XX | 615.26      | 94661  | 10-18-XX | 10-21-XX | 97.26       |
| 94618  | 10-18-XX | 10-21-XX | 240.16      | 94662  | 10-18-XX | 10-21-XX | 769.51      |
| 94619  | 10-18-XX | 10-21-XX | 233.29      | 94663  | 10-18-XX | 10-21-XX | 101.95      |
| 94620  | 10-18-XX |          | 116.26 O    | 94664  | 10-18-XX | 10-21-XX | 323.46      |
| 94621  | 10-18-XX | 10-22-XX | 121.17      | 94665  | 10-18-XX | 10-29-XX | 63.71       |
| 94622  | 10-18-XX | 10-18-XX | 346.43      | 94666  | 10-18-XX | 10-29-XX | 171.46      |
| 94623  | 10-18-XX | 10-22-XX | 217.53      | 94667  | 10-18-XX | 10-21-XX | 341.08      |
| 94624  | 10-18-XX |          | 41.44 O     | 94668  | 10-18-XX |          | 98.51 O     |
| 94625  | 10-18-XX | 10-21-XX | 1,656.80    | 94669  | 10-18-XX | 10-22-XX | 296.66      |
| 94626  | 10-18-XX | 10-22-XX | 658.29      | 94670  | 10-18-XX | 10-22-XX | 745.82      |
| 94627  | 10-18-XX | 10-23-XX | 1,493.09    | 94671  | 10-18-XX | 10-21-XX | 434.45      |
| 94628  | 10-18-XX |          | 350.56 O    | 94672  | 10-18-XX | 10-18-XX | 361.09      |
| 94629  | 10-18-XX | 10-24-XX | 67.61       | 94673  | 10-18-XX | 10-21-XX | 87.54       |
| 94630  | 10-18-XX | 10-21-XX | 425.39      | 94674  | 10-18-XX |          | 128.17 O    |
| 94631  | 10-18-XX |          | 240.77 O    | 94675  | 10-18-XX | 10-22-XX | 141.28      |
| 94632  | 10-18-XX | 10-18-XX | 22.54       | 94676  | 10-18-XX | 10-29-XX | 1,193.60    |
| 94633  | 10-18-XX | 10-24-XX | 321.70      | 94677  | 10-18-XX | 10-23-XX | 84.55       |
| 94634  | 10-18-XX | 10-21-XX | 421.31      | 94678  | 10-18-XX | 10-30-XX | 48.64       |
| 94635  | 10-18-XX | 10-25-XX | 91.01       | 94679  | 10-18-XX | 10-23-XX | 933.90      |
| 94636  | 10-18-XX |          | 75.84 O     | 94680  | 10-18-XX |          | 40.65 O     |
| 94637  | 10-18-XX | 10-23-XX | 229.53      | 94681  | 10-18-XX | 10-22-XX | 123.80      |
| 94638  | 10-18-XX | 10-25-XX | 58.21       | 94682  | 10-18-XX | 10-21-XX | 87.54       |
| 94639  | 10-18-XX | 10-21-XX | 195.31      | 94683  | 10-18-XX | 10-25-XX | 40.65       |
| 94640  | 10-18-XX | 10-21-XX | 344.54      | 94684  | 10-18-XX | 10-22-XX | 728.39      |
| 94641  | 10-18-XX | 10-25-XX | 1,243.41    | 94685  | 10-18-XX | 10-23-XX | 420.82      |
| 94642  | 10-18-XX |          | 47.11 O     | 94686  | 10-18-XX | 10-22-XX | 58.36       |
| 94643  | 10-18-XX | 10-21-XX | 406.53      | 94687  | 10-18-XX | 10-21-XX | 940.64      |
| 94644  | 10-18-XX |          | 68.40 O     | 94688  | 10-18-XX | 10-21-XX | 372.15      |
| 94645  | 10-18-XX | 10-24-XX | 508.04      | 94689  | 10-18-XX |          | 229.12 O    |
| 94646  | 10-18-XX |          | 557.04 O    | 94690  | 10-18-XX | 10-21-XX | 263.98      |
| 94647  | 10-18-XX | 10-21-XX | 367.37      | 94691  | 10-18-XX | 10-21-XX | 237.36      |
| 94648  | 10-18-XX | 10-28-XX | 19.35       | 94692  | 10-18-XX | 10-21-XX | 267.99      |
| 94649  | 10-18-XX | 10-21-XX | 38.72       | 94693  | 10-18-XX | 10-21-XX | 246.33      |
| 94650  | 10-18-XX | 10-24-XX | 125.13      | 94694  | 10-18-XX | 10-21-XX | 335.57      |

WELLS FARGO BANK, NA

STATEMENT OF ACCOUNT

PRINTED: 11-01-XX PAGE 11

ACCOUNT: 1234 555555 BANK: 00182

DETAIL CHECKS

PERIOD: 10-01-XX TO 10-31-XX

| SERIAL | ISSUE    | POSTED    | AMOUNT CODE   | SERIAL | ISSUE    | POSTED   | AMOUNT CODE      |
|--------|----------|-----------|---------------|--------|----------|----------|------------------|
| 94695  | 10-18-XX | 10-24-XX  | 177.84        | 94731  | 10-18-XX |          | 12.60 O          |
| 94696  | 10-18-XX |           | 123.80 O      | 94732  | 10-18-XX |          | 12.60 O          |
| 94697  | 10-18-XX |           | 97.26 O       | 94733  | 10-18-XX | 10-24-XX | 658.45           |
| 94698  | 10-18-XX | 10-24-XX  | 143.75        | 94734  | 10-18-XX | 10-24-XX | 93.29            |
| 94699  | 10-18-XX | 10-18-XX  | 218.84        | 94735  | 10-18-XX | 10-29-XX | 15.76            |
| 94700  | 10-18-XX |           | 459.86 O      | 94736  | 10-18-XX | 10-24-XX | 9.45             |
| 94701  | 10-18-XX | 10-21-XX  | 316.67        | 94737  | 10-18-XX | 10-25-XX | 885.25           |
| 94703  | 10-18-XX | 10-22-XX  | 537.69        | 94738  | 10-18-XX | 10-29-XX | 1,093.24         |
| 94703  | 10-18-XX | 10-22-XX  | 383.74        | 94739  | 10-18-XX | 10-21-XX | 279.16           |
| 94704  | 10-18-XX | 10-21-XX  | 151.72        | 94740  | 10-18-XX | 10-21-XX | 775.51           |
| 94705  | 10-18-XX | 10-25-XX  | 96.55         | 94741  | 10-18-XX | 10-22-XX | 296.66           |
| 94706  | 10-18-XX | 10-24-XX  | 58.36         | 94742  | 10-18-XX | 10-18-XX | 335.26           |
| 94707  | 10-18-XX | 10-25-XX  | 438.63        | 94743  | 10-18-XX | 10-25-XX | 331.96           |
| 94708  | 10-18-XX | 10-23-XX  | 327.59        | 94744  | 10-18-XX | 10-21-XX | 208.33           |
| 94709  | 10-18-XX | 10-22-XX  | 108.12        | 94745  | 10-18-XX | 10-25-XX | 254.57           |
| 94710  | 10-18-XX | 10-30-XX  | 101.63        | 94746  | 10-18-XX | 10-18-XX | 1,206.67         |
| 94711  | 10-18-XX |           | 12.60 O       | 94747  | 10-18-XX | 10-21-XX | 1,467.92         |
| 94712  | 10-18-XX |           | 110.63 O      | 94748  | 10-18-XX | 10-28-XX | 1,391.32         |
| 94713  | 10-18-XX |           | 9.45 O        | 94749  | 10-18-XX | 10-21-XX | 1,853.18         |
| 94714  | 10-18-XX |           | 18.91 O       | 94750  | 10-18-XX | 10-21-XX | 1,242.61         |
| 94715  | 10-18-XX | 10-21-XX  | 169.88        | 94751  | 10-18-XX | 10-21-XX | 147.13           |
| 94716  | 10-18-XX | 10-21-XX  | 93.17         | 94752  | 10-18-XX | 10-22-XX | 506.30           |
| 94717  | 10-18-XX | 10-21-XX  | 460.44        | 94753  | 10-18-XX | 10-23-XX | 1,226.91         |
| 94718  | 10-18-XX | 10-22-XX  | 110.73        | 94754  | 10-18-XX | 10-29-XX | 280.61           |
| 94719  | 10-18-XX | 10-22-XX  | 19.45         | 94755  | 10-18-XX | 10-21-XX | 1,041.91         |
| 94720  | 10-18-XX |           | 12.60 O       | 94756  | 10-18-XX | 10-21-XX | 1,217.84         |
| 94721  | 10-18-XX | 10-28-XX  | 9.45          | 94757  | 10-18-XX | 10-18-XX | 1,128.00         |
| 94722  | 10-18-XX | 10-29-XX  | 9.45          | 94758  | 10-18-XX | 10-18-XX | 1,270.84         |
| 94723  | 10-18-XX | 10-25-XX  | 76.21         | 94759  | 10-18-XX | 10-22-XX | 1,132.70         |
| 94724  | 10-18-XX | 10-21-XX  | 37.28         | 94760  | 10-18-XX | 10-21-XX | 1,803.23         |
| 94725  | 10-18-XX |           | 11.07 O       | 94761  | 10-18-XX | 10-18-XX | 1,274.84         |
| 94726  | 10-18-XX | 10-25-XX  | 60.98         | 94762  | 10-18-XX | 10-25-XX | 470.38           |
| 94727  | 10-18-XX | 10-21-XX  | 435.42        | 94763  | 10-18-XX | 10-21-XX | 1,070.81         |
| 94728  | 10-18-XX | 10-29-XX  | 306.38        | 94764  | 10-18-XX | 10-24-XX | 1,368.67         |
| 94729  | 10-18-XX | 10-30-XX  | 259.44        | 94765  | 10-18-XX | 10-22-XX | 1,879.54         |
| 94730  | 10-18-XX | 10-21-XX* | 255.47        | 94766  | 10-18-XX | 10-22-XX | 790.75           |
| 94730  |          | 10-18-XX  | 255.49 REV/CK | 186579 |          |          | 1,236.70 STOP/NI |

\* \* \* \* \*

AS/OF 10/18

WELLS FARGO BANK, NA

STATEMENT OF ACCOUNT

PRINTED: 11-01-XX PAGE 12

ACCOUNT: 1234 555555 BANK: 00182

DETAIL CHECKS

PERIOD: 10-01-XX TO 10-31-XX

|          | COUNT | AMOUNT     |          | COUNT | AMOUNT    |
|----------|-------|------------|----------|-------|-----------|
| BLANK    | 483   | 299,289.87 | REV/CHK  | 3     | 3,208.04  |
| AGED     | 0     | 0.00       | STOP/EXP | 1     | 87.50     |
| CANCL/I  | 3     | 2,247.29   | STOP/I   | 34    | 14,943.46 |
| CANCL/NI | 0     | 0.00       | STOP/NI  | 2     | 2,532.79  |
| INNR     | 0     | 0.00       | STOP/R   | 0     | 0.00      |
| O        | 76    | 17,901.51  | VOID     | 0     | 0.00      |
| PRIORPAY | 0     | 0.00       |          |       |           |

WELLS FARGO BANK, NA

STATEMENT OF ACCOUNT

PRINTED: 11-01-XX PAGE 13

ACCOUNT: 1234 555555

BANK: 00182

DETAIL OTHER DEBITS

PERIOD: 10-01-XX TO 10-31-XX

| REFERENCE | POSTED | AS/OF | AMOUNT       | TRANSACTION DESCRIPTION                                    |
|-----------|--------|-------|--------------|--|
| 10-04-XX  |        |       | 4,527.09     | WIDGETS INC. CU DED 100403 WIDGETS INC.                    |
| 10-18-XX  |        |       | 4,567.61     | WIDGETS INC. CU DED 101803 WIDGETS INC.                    |
| 10-04-XX  |        |       | 143,632.00   | WIDGETS INC. CU DED 100403 WIDGETS INC.                    |
| 10-18-XX  |        |       | 144,642.00   | WIDGETS INC. CU DED 101803 WIDGETS INC.                    |
| 10-03-XX  |        |       | 999,496.46   | WIDGETS INC. PAYROLL 444444 4444444444 WELLS FARGO BANK    |
| 10-31-XX  |        |       | 1,003,107.09 | WIDGETS INC. PAYROLL 555555 555555555 WELLS FARGO BANK     |
| 10-17-XX  |        |       | 1,037,616.50 | WIDGETS INC. PAYROLL 666666 666666666 WELLS FARGO BANK     |
| 7         |        |       | 3,326,588.75 | SUBTOTAL OTHER DEBITS POSTED TAKEN ON REFERENCE 0000000000 |
| 7         |        |       | 3,326,588.75 | TOTAL OTHER DEBITS   |



WELLS FARGO BANK, NA

STATEMENT OF ACCOUNT

PRINTED: 11-01-XX PAGE 15

ACCOUNT: 1234 555555

BANK: 00182

ISSUE BY DATE

PERIOD: 10-01-XX TO 10-31-XX

| POSTED   | COUNT | I S S U E S | AMOUNT | COUNT | C A N C E L S | AMOUNT   | COUNT | C A N C E L S | AMOUNT |
|----------|-------|-------------|--------|-------|---------------|----------|-------|---------------|--------|
| 10-03-XX | 0     |             | 0.00   | 1     |               | 2,067.30 | 0     |               | 0.00   |
| 10-04-XX | 235   | 144,490.41  |        | 0     |               | 0.00     | 0     |               | 0.00   |
| 10-10-XX | 0     | 0.00        |        | 0     |               | 0.00     | 1     |               | 87.50  |
| 10-17-XX | 0     | 0.00        |        | 1     |               | 92.49    | 0     |               | 0.00   |
| 10-18-XX | 232   | 140,373.61  |        | 0     |               | 0.00     | 0     |               | 0.00   |
| TOTALS   | 467   | 284,864.03  |        | 2     |               | 2,159.79 | 1     |               | 87.50  |

WELLS FARGO BANK, NA

STATEMENT OF ACCOUNT

PRINTED: 11-01-XX PAGE 16

ACCOUNT: 1234 555555 BANK: 00182

RECONCILEMENT

PERIOD: 10-01-XX TO 10-31-XX

| ACTIVITY                    | COUNT | AMOUNT       | BALANCE |
|-----------------------------|-------|--------------|---------|
| PREVIOUS OUTSTANDING CHECKS | 94    | 34,487.15    |         |
| ISSUES THIS CYCLE           | 467   | 284,864.03   |         |
| ISSUES CANCELLED            | <3>   | <2,247.29>   |         |
| MATCH PAYS THIS CYCLE       | <483> | <299,289.87> |         |
| PRIOR PAYMENTS              | <0>   | <0.00>       |         |
| PRIOR STOP/NIS              | <0>   | <0.00>       |         |
| STOP/IS THIS CYCLE          | <0>   | <0.00>       |         |
| STOP/IS EXPIRED             | 1     | 87.50        |         |
| STOP/IS RELEASED            | 0     | 0.00         |         |

ENDING OUTSTANDING CHECKS 76 17,901.51

|                        |     |           |
|------------------------|-----|-----------|
| PREVIOUS STOP PAYMENTS | 37  | 17,563.75 |
| STOP/IS THIS CYCLE     | 0   | 0.00      |
| STOP/IS EXPIRED        | <1> | <87.50>   |
| STOP/IS RELEASED       | <0> | <0.00>    |
| STOP/NIS THIS CYCLE    | 0   | 0.00      |
| STOP/NIS EXPIRED       | <0> | <0.00>    |
| STOP/NIS RELEASED      | <0> | <0.00>    |

ENDING STOP PAYMENTS 36 17,476.25

|                  |     |        |
|------------------|-----|--------|
| PREVIOUS INNRS   | 0   | 0.00   |
| INNRS THIS CYCLE | 0   | 0.00   |
| PRIOR PAYMENTS   | <0> | <0.00> |
| INNRS DELETED    | <0> | <0.00> |
| INNRS REVERSED   | <0> | <0.00> |

ENDING INNRS 0 0.00

|                        |     |            |
|------------------------|-----|------------|
| CHECKS THIS CYCLE      | 486 | 303,497.91 |
| REVERSED CHECKS        | 3   | 3,208.04   |
| VOIDS THIS CYCLE       | 0   | 0.00       |
| CANCELS WITHOUT ISSUES | 0   | 0.00       |

WELLS FARGO BANK, NA

P.O. BOX 63030  
SAN FRANCISCO, CA 94163

ACCOUNT: 1234 555555 BANK: 00182

STATEMENT OF ACCOUNT

WIDGETS INC.  
PAYROLL ACCOUNT

TREASURY MANAGEMENT CLIENT SERVICES  
1-800-AT-WELLS OPTION #2

PRINTED: 11-01-XX PAGE 17

PERIOD: 10-01-XX TO 10-31-XX

RECAP

| COUNT | AMOUNT         |
|-------|----------------|
| 0     | 0.00           |
| 25    | 3,629,086.66   |
| <486> | <303,497.91>   |
| <7>   | <3,326,588.75> |
| ----- |                |
|       | <17,901.51>    |
| ----- |                |

BEGINNING STATEMENT BALANCE

DEPOSITS POSTED  
OTHER CREDITS

CHECKS POSTED  
OTHER DEBITS

ENDING STATEMENT BALANCE  
ENDING OUTSTANDING CHECKS

ENDING RECONCILED BALANCE

0.00  
<17,901.51>

THANK YOU FOR BANKING WITH WELLS FARGO

DID YOU KNOW? INNR'S CAN BE REMOVED FROM YOUR FULL ARP STATEMENT SOON AFTER  
THEY ARE REPORTED TO YOU. TO SIGN UP FOR AUTOMATIC INNR REMOVAL OR LEARN MORE  
ABOUT THIS FEATURE, PLEASE CONTACT YOUR WELLS FARGO REPRESENTATIVE.



WELLS FARGO BANK, N.A.  
PO BOX 63020  
SAN FRANCISCO, CA 94163

Account Number: 123-456789

Statement Start Date: 05/26/07  
Statement End Date: 06/01/07

ANY CUSTOMER USA  
PAYROLL ACCOUNT  
ANY TOWN USA 123456

W0

For Customer Assistance:  
Call your Customer Service Officer or Client Services  
1-800-AT WELLS (289-3557)  
5:00 AM to 6:00 PM Pacific Time Monday - Friday

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| Account Number   | Beginning Balance | Ending Balance |
|------------------|-------------------|----------------|
| WellsOne Account |                   |                |
| 123-456789       | 0.00              | 0.00           |

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News from Wells Fargo

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Credits

Electronic Deposits/ Bank Credits

| Effective Date | Posted Date | Amount        | Transaction Detail   |
|----------------|-------------|---------------|--|
|                | May 29      | 3,017.91      | ACH Returns - Any Customer USA<br>- File 5252525252 Coid<br>5252525252                 |
|                | May 29      | 6,628.89      | Zero Balance Account Transfer<br>From 987654321  |
|                | May 30      | 2,994.78      | ACH Returns - Any Customer USA<br>- File 5252525252 Coid<br>5252525252                 |
|                | May 30      | 3,212.41      | Zero Balance Account Transfer<br>From 987654321  |
|                | May 31      | 13,194,889.21 | ACH Origination - ANY CUSTOMER USA Payroll<br>Dep - File 5252525252 Coid<br>5252525252 |
|                | May 31      | 13,208,541.02 | Zero Balance Account Transfer<br>From 987654321  |
|                | Jun 01      | 5,778.64      | Zero Balance Account Transfer<br>From 987654321  |
|                |             | 26,425,062.86 | Total Electronic Deposits/<br>Bank Credits   |
|                |             | 26,425,062.86 | Total Credits  |

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Continued on next page

ANY CUSTOMER USA  
PAYROLL ACCOUNT

Account Number: 123-456789

Statement End Date: 06/01/07

Debits

Electronic Debits/ Bank Debits

| Effective Date | Posted Date | Amount        | Transaction Detail   |
|----------------|-------------|---------------|--|
| May 31         |             | 13,194,889.21 | ANY CUSTOMER USA Payroll Dep Dir Dep 070531<br>5252525252 Any Customer USA<br>Universi |
| May 31         |             | 13,194,889.21 | ACH Origination - ANY CUSTOMER USA Payroll<br>Dep - File 5252525252 Coid<br>5252525252 |
| May 31         |             | 2,000.00      | ACH Origination - ANY CUSTOMER USA 118 -<br>File 8888855555 Coid<br>5252525252         |
|                |             | 26,391,778.42 | Total Electronic Debits/ Bank<br>Debits  |

Checks Paid

| Check #  | Date   | Amount   | Check #  | Date   | Amount |
|----------|--------|----------|----------|--------|--------|
| 7019390  | May 31 | 13.60    | 7024123* | May 29 | 93.96  |
| 7019792* | May 29 | 13.50    | 7024125* | May 29 | 385.83 |
| 7019857* | May 29 | 51.60    | 7024137* | May 31 | 44.12  |
| 7020584* | May 29 | 135.13   | 7024159* | May 31 | 351.51 |
| 7020901* | May 29 | 1,051.80 | 7024172* | May 31 | 176.03 |
| 7020948* | May 30 | 92.62    | 7024174* | May 29 | 75.04  |
| 7021208* | May 30 | 9.94     | 7024189* | May 30 | 187.24 |
| 7021381* | Jun 01 | 36.14    | 7024190  | May 30 | 145.20 |
| 7021776* | May 29 | 10.44    | 7024219* | May 30 | 209.87 |
| 7022506* | May 30 | 38.40    | 7024230* | May 29 | 80.24  |
| 7022589* | May 30 | 50.00    | 7024236* | May 29 | 77.78  |
| 7022814* | Jun 01 | 54.81    | 7024238* | May 30 | 58.33  |
| 7023044* | May 29 | 90.50    | 7024241* | May 31 | 95.29  |
| 7023212* | May 29 | 2,364.16 | 7024270* | Jun 01 | 61.41  |
| 7023348* | Jun 01 | 26.11    | 7024279* | May 29 | 522.95 |
| 7023373* | May 29 | 86.98    | 7024280  | May 29 | 396.49 |
| 7023594* | May 29 | 36.94    | 7024285* | May 30 | 286.04 |
| 7023723* | May 29 | 559.04   | 7024295* | May 31 | 398.30 |
| 7023796* | May 30 | 144.22   | 7024296  | May 31 | 425.42 |
| 7023815* | Jun 01 | 288.94   | 7024302* | May 29 | 296.31 |
| 7023864* | May 29 | 142.58   | 7024303  | May 31 | 739.70 |
| 7023891* | Jun 01 | 166.10   | 7024306* | May 31 | 422.67 |
| 7023911* | May 29 | 19.38    | 7024307  | May 31 | 917.57 |
| 7023924* | May 31 | 88.67    | 7024311* | May 29 | 59.45  |
| 7023928* | May 29 | 627.98   | 7024319* | May 31 | 281.93 |
| 7023969* | May 29 | 156.43   | 7024320  | May 31 | 598.32 |
| 7023985* | May 30 | 298.93   | 7024321  | May 31 | 177.86 |
| 7023996* | May 31 | 246.10   | 7024324* | May 31 | 493.02 |
| 7024019* | Jun 01 | 63.00    | 7024344* | May 31 | 123.63 |
| 7024026* | May 31 | 226.24   | 7024356* | May 29 | 316.78 |
| 7024030* | May 29 | 374.82   | 7024358* | May 29 | 295.54 |
| 7024058* | May 30 | 139.45   | 7024369* | May 29 | 234.19 |
| 7024060* | May 29 | 97.34    | 7024378* | May 31 | 209.23 |
| 7024073* | May 30 | 86.40    | 7024382* | May 31 | 244.82 |
| 7024083* | May 30 | 207.07   | 7024383  | May 31 | 84.55  |
| 7024099* | Jun 01 | 133.63   | 7024398* | Jun 01 | 148.35 |

Continued on next page

Account Number: 123-456789

ANY CUSTOMER USA  
PAYROLL ACCOUNT  
Checks Paid

Statement End Date: 06/01/07

| Check #  | Date   | Amount | Check #  | Date   | Amount   |
|--|--------|--------|----------|--------|----------|
| 7024399  | May 30 | 121.39 | 7024473  | May 31 | 233.17   |
| 7024400  | May 31 | 317.88 | 7024482* | May 30 | 353.26   |
| 7024401  | Jun 01 | 152.48 | 7024483  | May 30 | 666.32   |
| 7024403*   | May 31 | 165.06 | 7024486* | May 31 | 349.60   |
| 7024400  | May 31 | 317.88 | 7024482* | May 30 | 353.26   |
| 7024401  | Jun 01 | 152.48 | 7024483  | May 30 | 666.32   |
| 7024403*   | May 31 | 165.06 | 7024486* | May 31 | 349.60   |
| 7024404  | Jun 01 | 157.68 | 7024504* | May 31 | 186.41   |
| 7024414*   | May 31 | 117.76 | 7024506* | May 31 | 408.11   |
| 7024426*   | May 31 | 136.46 | 7024507  | May 30 | 364.98   |
| 7024427  | Jun 01 | 245.50 | 7024508  | May 30 | 355.17   |
| 7024448*   | May 29 | 116.46 | 7024510* | May 31 | 442.15   |
| 7024453*   | May 30 | 541.40 | 7024512* | May 29 | 535.34   |
| 7024454  | May 31 | 49.69  | 7024535* | Jun 01 | 3,730.67 |
| 7024455  | Jun 01 | 45.04  | 7024550* | May 30 | 1,850.96 |
| 7024456  | May 29 | 276.98 | 7024551  | May 31 | 1,612.30 |
| 7024468*   | May 29 | 64.84  | 7024559* | May 31 | 671.15   |
| 7024470*   | May 31 | 254.47 | 7024560  | May 31 | 349.02   |
| 7024472*   | Jun 01 | 220.42 | 7024572* | Jun 01 | 248.36   |
| *Gap in check sequence 33,284.44 Total Checks Paid |        |        |          |        |          |
| 26,425,062.86 Total Debits                         |        |        |          |        |          |

Daily Ledger Balance Summary

| Date                         | Balance | Date   | Balance |
|------------------------------|---------|--------|---------|
| May 25                       | 0.00    | May 31 | 0.00    |
| May 29                       | 0.00    | Jun 01 | 0.00    |
| May 30                       | 0.00    |        |         |
| Average Daily Ledger Balance |         | 0.00   |         |

Thank you for banking with Wells Fargo.

Member FDIC



## Check deposit availability schedule

All checks deposited to a commercial or national bank account and received before the cutoff time posted in the store, cash vault, or any other department or office receive collected funds in accordance with the following schedule:

|  | Collected funds |
|--|-----------------|
| Wells Fargo Bank checks <sup>1</sup>             | Same day        |
| U.S. government checks                           | One day         |
| Select financial institution checks <sup>2</sup> | One day         |
| All other checks                                 | Two days        |

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

This schedule is subject to change without notice.

<sup>1</sup> Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day.

<sup>2</sup> Deposited checks drawn on financial institutions located within the same time zone as the deposit location are available next business day. A business day is defined as every day except Saturday, Sunday, and federal holidays. Time zones include Eastern, Central, Mountain, Pacific, and Alaska.





## **Wells Fargo Merchant Services RFP response conditions**

The information contained herein, for Wells Fargo Merchant Services, LLC, is intended for informational purposes only and is not a binding response to the Health District's request for proposal for banking services. Should the Health District be interested in merchant processing solutions offered by Wells Fargo Merchant Services, any exceptions will be noted at that time and a separate but mutually agreed upon contract will need to be negotiated.

We are including a copy of our Program Guide, which we request to become the final contract, or have incorporated into the final agreement, between the Health District and Wells Fargo Merchant Services, should you choose us as your merchant services provider.

Wells Fargo Merchant Services Program Guide:  
[http://www.wellsfargo.com/downloads/pdf/biz/merchant/program\\_guide.pdf](http://www.wellsfargo.com/downloads/pdf/biz/merchant/program_guide.pdf)





## WellsOne® Commercial Card Success Story

# Quick supplier adoption spurs efficiency, improves cash flow

*“Our suppliers like the ability to receive payments via credit card, and they really like the remittance information that CCER AP Control provides.”*

Amy Burchett  
Manager of Accounts Payable

### About Virginia Tech ([www.vt.edu](http://www.vt.edu)):

*As the commonwealth’s most comprehensive university and its leading research institution, Virginia Tech offers 215 undergraduate and graduate degree programs to more than 30,000 students and manages a research portfolio of nearly \$400 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.*

### Suppliers, accounts payable benefit from reducing paper checks

Virginia Polytechnic Institute and State University (Virginia Tech) is a public land-grant university with extension offices and outreach programs throughout the state. Like most large institutions adjusting to new economic factors, the university is searching for ways to increase their level of automation and reduce costs. One significant opportunity lies in reducing the number of paper checks issued. Because of the university’s size and reach, they estimate they pay 11,000 unique suppliers across the country every year.

After reviewing electronic payment solutions, Associate Controller, Wendell Vest, and Manager of Accounts Payable, Amy Burchett, chose the WellsOne® Commercial Card and Commercial Card Expense Reporting (CCER) AP Control. CCER AP Control offers a secure, automated option to settle accounts payable invoices directly to the WellsOne Card with any supplier who accepts Visa® or MasterCard®. Since implementing in May 2010, they’ve improved cash flow while ensuring timely payments to suppliers. Onboarding assistance from Wells Fargo was pivotal to this success.

### Later settlement date improves cash flow, working capital management

The Commonwealth of Virginia requires all state agencies, including Virginia Tech, to pay their suppliers within 30 days of receipt of invoice or receipt of goods—whichever is later. Using CCER AP Control helps Vest and Burchett meet this critical requirement.

“When we use CCER AP Control, it expedites the payment,” says Burchett. “If the supplier receives that payment electronically, they’re going to get it the same day it’s issued.”

Together we’ll go far



While complying with the state requirement is critical to Virginia Tech, so is maximizing working capital. Even though suppliers receive and deposit their electronic payments immediately, CCER AP Control actually improves Virginia Tech's cash management capabilities because it offers more control and longer payment cycles than paper checks. The organization now settles with Wells Fargo after the end of the month, enabling Vest and Burchett to increase their float time.



“Using the WellsOne Commercial Card has allowed us to extend our days payables beyond the 30 day requirement,” says Vest, “We’re able to meet our target payable dates while gaining, on average, about 15 days of float.”

### Supplier follow-up ensures timely payment

The payables team can also spot exceptions that might otherwise affect timeliness of payments. With the reporting features of CCER AP Control, they can monitor their outgoing disbursements and identify suppliers who have not taken payment within the 30-days. They can then proactively reach out to see why the payment hasn't been taken and resolve issues before the payment expires.

“I've found that spending a little one on one time with the supplier, letting them know that there is a payment that's about to expire, and asking if they are having problems accepting it has really added to the success of our program.” Burchett says. “It eliminates our having to cancel and reissue it, which would be additional work for us.”

### Supplier onboarding assistance distinguishes Wells Fargo solution

Wells Fargo's ability to identify suppliers who were ready to accept credit cards significantly sped up supplier adoption, saving much time and enabling Virginia Tech to take full advantage of the cost savings the program could provide.

Says Burchett, “Wells Fargo's onboarding assistance team had a very good understanding of the program and what would be required to enroll suppliers.”

Identifying potential participants was simple. First, Virginia Tech compiled a complete list of suppliers paid in the previous five years. Next, Wells Fargo determined those who already accepted cards. These companies became the first group targeted for enrollment. Wells Fargo then called these suppliers to get them enrolled, starting with those who had the highest number of transactions. This helped to bridge a critical resource gap for Virginia Tech.



“Having just been through the implementation of an ACH program, we knew we could not provide the resources to get the suppliers signed up for CCER AP Control,” recalls Burchett. “Wells Fargo’s supplier onboarding assistance really helped to convince us that they were the partner we wanted to work with.”

Program acceptance has been very positive. Virginia Tech found that a majority of their suppliers were used to accepting credit cards, and many preferred this option.

As Burchett puts it, “They like the ability to receive payments via credit card, and they really like the remittance information that CCER AP Control provides.”

### Ongoing enrollment is easy

Now that the program is up and running, Virginia Tech continues to solicit supplier participation on an ad hoc basis. It’s been easy to enroll suppliers who ask about electronic payment.

“I describe the program to them, collect just a few pieces of information, forward that to Wells Fargo, and they’re registered,” Burchett explains. “It’s very simple to get new suppliers on board.”

Virginia Tech has also been proactive about asking for participation.

“When we develop a new contract with a supplier, we ask them to participate and make it a provision of the contract,” says Vest. “We currently have 339 suppliers registered and active on CCER AP Control.”

### Partnership translates to success

In retrospect, Vest and Burchett are glad they chose to maintain and grow their relationship with Wells Fargo by implementing CCER AP Control.

“We felt it was important to keep all of our banking with one trusted financial institution,” says Burchett. “The program offered by Wells Fargo was clearly the best fit for us.”

Adds Vest, “Our main goal was to become more automated and eliminate some of our paper processes. CCER AP Control from Wells Fargo has taken us forward into the electronic age.”

# How can we help?

## Contact

Your Wells Fargo treasury management representative or call

**1-866-501-9201**

[wellsfargo.com/contacttreasury](http://wellsfargo.com/contacttreasury)

## Managing payments real world perspectives

### How high is up?

A supplier payments program that is 80% electronic is the envy of most companies today. Yet that was the starting point for Cree, Inc. when they launched a payment optimization project in October 2012.

Treasurer Karl Steffen had just completed a successful initiative aimed at moving Cree suppliers from checks to electronic payments.

The resulting payment picture was 60% ACH, 20% wire, 20% check. “On a scale of one-to-ten, I would definitely rate our payments process a seven,” says Steffen. In his mind, that meant there was still room for improvement.

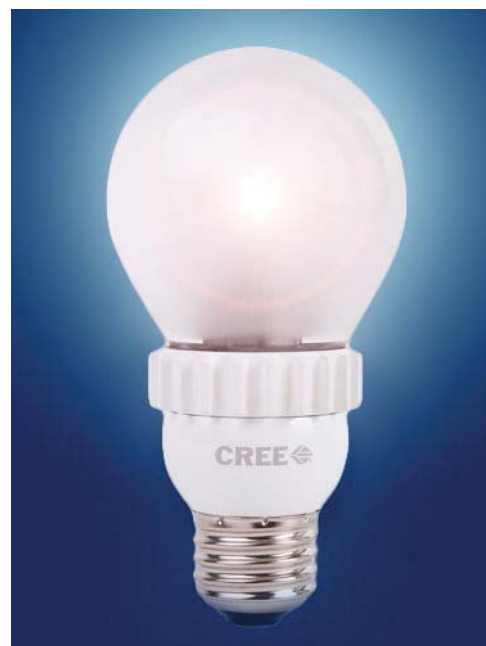
Cree is an innovator of LED lighting products and components and of semiconductor products for power and radio-frequency applications. In May 2013, *thestreet.com* named Cree one of four stocks driving the electronics industry higher.

The company operates in a tight-margin environment, so efficiency is crucial to its success and profitability. By adding card to the payments mix, Steffen says, “I saw the opportunity to reduce Cree’s payment costs and also benefit our strategic supplier base.”

### Analyze, identify, communicate

Prior to launching the program, Steffen worked with Cree’s Procurement, AP, IT, and Accounting teams, as well as Wells Fargo’s payment optimization team, to analyze the company’s supplier portfolio.

Based on this analysis, suppliers were targeted with two communications campaigns: suppliers considered most-likely to accept card payments were contacted by phone; somewhat-likely suppliers by mail. Both campaigns explained the benefits of card payments and Cree’s new payment terms.



Together we'll go far



## Supplier benefit: faster payment

Suppliers were motivated to move to virtual card by the offer of faster payment. Suppliers accepting card payments now would be paid in 15 days, increasing their working capital and speeding their cash conversion cycle.

Suppliers who opted out of card payments were offered another way to get paid faster — by providing Cree an early payment discount. This offer moved more suppliers off checks and wires and onto less costly ACH payments.

## One goal met, another set

Within six months of implementing the payment optimization program, Cree supplier payments were 90% electronic. In addition, Steffen had exceeded his goal for moving supplier payments to virtual card by 100%.

And he isn't done yet. To take payment optimization to the next level, he plans to do the following:

- Establish card as Cree's preferred payment method for all new suppliers
- Convert 100 suppliers on the mailing campaign to the calling campaign, which has a higher success rate
- Begin a new onboarding campaign for suppliers tied to a Cree acquisition that were not part of the initial campaign
- Implement a campaign focused on non-commercial card acceptors
- Consolidate existing T&E and purchasing card programs under one platform

With these new strategies, Steffen says, "We have a shot to reach that magical \$100 million spend level under the virtual card program, which would be a great accomplishment." His new goal is to reach that magic number in the next 18 to 24 months.

*For more information, contact your treasury management representative.*

# WELLS FARGO BANK, N.A.

## CUSTODY AGREEMENT

This Agreement, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Wells Fargo Bank, N.A. (“Wells Fargo”), and \_\_\_\_\_ (the “Owner”) as Owner(s) in regard to the custody of certain assets of the Owner.

Whereas Owner wishes to appoint a custodian to hold certain assets of the Owner pursuant to the direction of the Owner.

Now, therefore, the parties hereto agree as follows:

1. Appointment and Acceptance. The Owner hereby appoints Wells Fargo, and Wells Fargo hereby accepts its appointment, as the custodian (the “Custodian”) of certain assets of the Owner (the “Account”). The Account shall consist of those assets, which the Owner notifies Wells Fargo shall be included in the Account, together with the income, proceeds and profits thereon. Wells Fargo will act as the Custodian for the purposes, to the extent, and in the manner and within the limitations set forth in this Agreement.
2. Services of Custodian. The Custodian shall:
  - 2.1 Open and maintain a custody account in the name of the Owner and hold in such account all cash and securities initially deposited, plus any additional cash and securities that may be received from Owner or pursuant to the direction of the Owner from time to time for deposit to the Account. The Custodian shall not be responsible to collect or enforce collection of contributions to the Account.
  - 2.2 Act upon written direction from the Owner or from investment managers duly appointed in writing by the Owner.
  - 2.3 Settle securities transactions for the Account with brokers or others in accordance with the written direction of the Owner or duly appointed investment manager.
  - 2.4 Be responsible for the collection of investment income relating to the assets in the Account and providing for the daily investment thereof in accordance with the written direction of the Owner.
  - 2.5 Present for payment all maturing securities or any securities called for redemption and collect proceeds therefrom.
  - 2.6 Deliver cash or securities as the Owner may direct in writing.
  - 2.7 Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Owner or otherwise as the Owner may direct in writing.
  - 2.8 Send monthly to the Owner an itemized statement showing the funds and securities held in the Account as of the last day of the month and all debits, credits and transactions in the Account since the date of the last statement.

- 2.9 With respect to valuation of assets held in the Account,
- (A) Obtain the fair market value of publicly traded assets, including securities issued by the Owner, where such assets have a readily ascertainable market value.
  - (B) Rely on pricing direction received from the Owner to the extent any securities issued by the Owner are or become thinly traded and/or a readily ascertainable market value is not available.
  - (C) Rely on pricing direction received from the Owner or its authorized agent for any non-publicly traded assets, including privately held securities issued by the Owner.
- 2.10 From time to time, on the written direction of the Owner, to make disbursements out of the Custodial Account to such persons, in such manner, in such amounts, and for such purposes as may be specified in such written direction. The Custodian shall be under no liability for any disbursement made by it pursuant to such a direction.
3. Powers of the Custodian. The Custodian is authorized and empowered to:
- 3.1 Hold assets in the name of the nominee selected by the Custodian or such other nominee name as the Owner or investment manager may direct in writing.
  - 3.2 Utilize agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.
  - 3.3 Make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the custodianship duties and powers.
  - 3.4 Decline to accept any asset or property which it deems to be unsuitable or inconsistent with its custodial operations.
  - 3.5 Invest money or assets of the Account in any registered investment company to which the Custodian or an affiliate of the Custodian provides services and receives compensation for providing such services as such investment may be directed by Owner or an agent of Owner.
  - 3.6 Invest available cash in the Account, pending disbursement or investment, in a cash management vehicle as designated by the Owner or an agent of Owner. The Owner understands and agrees that cash management vehicles made available by the Custodian may include deposit accounts of the Custodian or an affiliate, and that such deposit vehicles are specifically authorized for use in the Account.
4. Additional Rights and Duties of the Custodian.
- 4.1 Upon the reasonable prior written request of the Owner, the Custodian shall promptly permit the Owner, or its respective agents, employees or independent auditors, to examine, audit, excerpt, transcribe and copy, at the Owner's expense, during the Custodian's normal business hours, any books, documents, papers and records relating to the Account or the assets.



- 4.2 The duties and obligations of the Custodian shall only be such as are specifically set forth in this Agreement, as it may from time to time be amended, and no implied duties or obligations shall be read into this Agreement against the Custodian. The Custodian shall not be liable except for its own gross negligence, willful misconduct or lack of good faith.
- 4.3 No provision of this Agreement shall require the Custodian to take any action which, in the Custodian's reasonable judgment, would result in any violation of this Agreement or any provision of law.
- 4.4 Anything in this Agreement to the contrary notwithstanding, in no event shall the Custodian be liable under or in connection with the Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Custodian has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.
5. Indemnification. The Owner agrees to reimburse, indemnify and hold the Custodian harmless from and against any and all liability, loss, claim, damage or expense, including taxes other governmental charges, and reasonable legal and attorneys' fees which may be imposed, assessed or incurred against the Account or against the Custodian incurred or made arising out of or in connection with the performance of the Custodian's obligations in accordance with the provisions of this Agreement. This indemnity does not extend to any liability, loss, claim, damage or expense arising from the gross negligence, willful misconduct, or malfeasance on the part of the Custodian, its officers, agents or employees. The Owner hereby acknowledges that the foregoing indemnities shall survive the resignation or discharge of the Custodian or the termination of this Agreement.
6. Fees. The Custodian shall be paid reasonable compensation and fees for its services under this Agreement as agreed from time to time in writing by the parties pursuant to the terms of a separate fee agreement. Such compensation and fees may be paid from the Account if not paid by the Owner within thirty (30) days after the Custodian mails a written invoice to the Owner.
7. Amendment and Termination. This Agreement may be amended at any time in writing in such manner as may be mutually agreed upon by the Custodian and Owner. It may be terminated at any time by either the Custodian or Owner upon thirty (30) days' written notice to the other or as otherwise agreed by the parties. As soon as administratively feasible following the effective date of such termination, the Custodian shall deliver the assets of the Account to the successor custodian appointed by the Owner and shall have no further custodial responsibilities for the assets in the Account. Any fees remaining outstanding and balances owing to the Custodian may be withheld from the assets delivered to the Owner or to the successor custodian. In the event that the Owner fails to appoint a successor custodian within thirty (30) days following receipt of the Custodian's notice of termination, the Custodian may, in its sole discretion and at the expense of the Owner, petition any court of competent jurisdiction for the appointment of a successor custodian or for other appropriate relief, and any such resulting appointment shall be binding upon all the parties.
8. Authorized Persons. The Owner shall furnish to the Custodian a written certification of the names and specimen signatures of individuals authorized to communicate with the Custodian on behalf of the Account. The Custodian is authorized to follow and rely upon all instructions given by the persons named in such certificate, as amended from time to time, by officers named in

incumbency certificates furnished to the Custodian from time to time by the Owner and by any person, including attorneys-in-fact, acting under written authority furnished to the Custodian by the Owner ("Authorized Persons"), including, without limitation, instructions given by letter, facsimile transmission, telegram, teletype, cablegram or electronic media, if the Custodian reasonably believes such instructions to be genuine and to have been signed, sent or presented by an Authorized Person. The Custodian shall not incur any liability to anyone resulting from actions taken by the Custodian in reliance in good faith on such instructions. The Custodian shall not incur any liability in executing instructions (i) from any Authorized Person prior to receipt by it of notice of the revocation of the written authority of such Authorized Person or (ii) from any officer of the Owner named in an incumbency certificate delivered hereunder prior to receipt by it of a more current certificate.

9. Notices. Notice to the Custodian shall be directed and mailed as follows:

\_\_\_\_\_  
Wells Fargo Bank, N.A.

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

Notice to Owner shall be directed and mailed as follows:

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

10. Severability. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
11. Assignment. No assignment of this Agreement shall be made by either party without written consent of the other.
12. Section Headings. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.
13. Governing Law. This Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of \_\_\_\_\_.
14. Successors and Assigns. This Agreement shall bind the successors and assigns of Owner and shall bind the successors and assigns of The Custodian.
15. Effective Date. This Agreement shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Owner: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Custodian: WELLS FARGO BANK, N.A.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Southern Nevada Health District  
Request for Proposals for  
Banking and Related Services  
SNHD-9-RFP-15-008

Information Submitted by  
Wells Fargo Securities, LLC (WFS)

SECTION II: SCOPE OF SERVICES

**B. Scope of Services:**

- 6) Securities Clearance/Safekeeping:** The Health District may manage its own investment portfolio. The depository bank may act as transfer agent for some or all security transactions undertaken by the Health District and will provide safekeeping services as outlined below.
- a. All transfers made shall be executed delivery versus payment (i.e. payments shall not be made until the security is received). The Depository must have the capability of executing on behalf of the Health District: 1) Physical; 2) Depository Trust Company (DTC); and 3) Federal book entry security purchases and sales through the Federal Reserve. The Health District strongly desires that security purchase and sale instructions be transmitted to the Depository on-line and include the ability to review the status of security transactions on-line. Controls for securities clearance will be established by mutual agreement.
  - b. The purchase and sale of all securities will be in accordance with the Health District's Investment Policy. All physical delivery securities will be held by the Depository's Trust Department. All securities will be perfected in the name of the Health District. A safekeeping receipt issued to the Health District shall evidence all book entry securities owned by the Health District within two business days of settlement. A monthly report listing all Health District securities held in safekeeping will be provided to the Health District within seven business days of the end of each month.
  - c. The Health District will send written instructions to the securities clearance department for each transaction. Most of these instructions will be sent by facsimile, e-mail or on-line to assure the timeliness of the operation. The preferred method is an on-line internet based system.
  - d. The Health District expects the Depository Bank's Trust/Custody Department to give prompt notification of any settlement problems, including securities delivered where the instructions do not match or where instructions have not been given to the Depository.
  - e. The monthly Safekeeping and Security Clearance services required by the Health District include but are not limited to the following (provide fees through Attachment F):
    - Account Maintenance
    - Book entry securities held
    - Redemption of Matured Securities
    - Purchase of Securities (DTC Trades)
    - Posting of receipt of semi-annual interest income payment on securities held in safekeeping
    - Other
-

Wells Fargo Securities is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC, and Wells Fargo Prime Services, LLC, are distinct entities from affiliated banks and thrifts.

The WFS investment representative who will work with the Health District is Michael Kronbetter, Vice President in our Sacramento office, telephone 888-267-9113 or 916-440-4255, email [michael.j.kronbetter@wellsfargo.com](mailto:michael.j.kronbetter@wellsfargo.com). In his absence, Jennifer Rhyner, Institutional Sales Assistant, will be available at 888-267-9113 or 916-440-4054, email [jennifer.rhyner@wellsfargo.com](mailto:jennifer.rhyner@wellsfargo.com).

WFS offers a full array of fixed income securities to institutional investors:

Agency Securities

- Federal Farm Credit Bank (FFCB)
- Federal Home Loan Bank (FHLB)
- Federal National Mortgage Assn (FNMA)
- Federal Home Loan Mortgage Corp (FHLMC)
- Tennessee Valley Authority (TVA)

Municipal Securities

- Tax advantaged Money Market Securities
- 7-day Tax Exempt or Taxable Variable Rate Bonds
- Short, Intermediate, or Long Term Municipal Bonds

Corporate Bonds

- Investment Grade Securities
- High Yield

U. S Government Securities

- Treasury Bills
- Treasury Notes and Bonds
- Treasury Strips
- Treasury Inflation Protected Securities (TIPS)

Money Market Securities

- Commercial Paper
- Agency Discount Notes
- Institutional Money Market Mutual Funds
- Bankers' Acceptances (domestic and foreign)
- Repurchase Agreements
- Other Money Market Instruments

Brokered Certificates of Deposit

Mortgage-backed Securities

- Ginnie Mae Pools
- Fannie Mae Pools
- Freddie Mac Pools
- Real Estate Mortgage Investment Conduits/CMOs

When opening an account with WFS, the Health District will be required to furnish a list of personnel who are authorized to place trades and/or give instructions for receipt of securities. WFS must receive trade information or instructions via telephone; we cannot accept instructions via e-mail or fax. Attached are sample account opening documentation.

Securities purchased by WFS customers generally are held in safekeeping at Wells Fargo Bank, N.A. Safekeeping activity is subject to annual audits by our internal auditors, Wells Fargo Audit Services, Inc., and by our external auditors, KPMG.

Securities purchased by the Health District will be settled either through DTC or the Bank of New York (BONY) to hold customer securities. Securities belonging to customers who have safekeeping with Wells Fargo Bank, N.A. (bank safekeeping) are held in accounts titled "Wells Fargo Bank Safekeeping Services." The securities are recorded in the customer name on our internal system of record. Our books and records are reconciled daily with those of the depositories. Physical securities registered in the customer's name or in WFS' nominee name are held in the Bank of New York's (BONY's) securities vault. These securities are counted and reconciled at least quarterly. Please refer to the enclosed fee schedule.

Through Wells Fargo's *CEO* online portal, WFS customers receive direct access to their brokerage account information, online trading in money market mutual funds, and portfolio management tools.

WFS provides a written confirmation of each trade. However, in conjunction with Rule 10b-10(b) from the Securities and Exchange Commission which allows for alternative periodic reporting, WFS does not send written

confirmations for money market mutual fund transactions, including purchases, redemptions, dividends and dividend reinvestments. Attached is a sample trade confirmation.

Customers also receive a monthly statement for months in which there is trade activity and quarterly statements regardless of trade activity. Customers may elect to receive their statements through the *CEO* online portal, or through U.S. mail. Customers may receive additional documentation without request, depending on the type of transaction. Attached is a sample statement.

WFS does not currently charge safekeeping fees for securities purchased through us. However, for securities purchased from other brokers/dealers, we charge the Third Party Fees outlined on the attached fee schedule. Our fees may not be calculated in the same manner as requested on the Health District's Attachment F.

WELLS  
FARGO

SECURITIES

**Wells Fargo Securities, LLC**

201 South College Street  
CP-6, MAC# D1100-060  
Charlotte, NC 28244-0002  
1-800-326-5897

SAMPLE INSTITUTION  
608 2ND AVENUE SOUTH  
MINNEAPOLIS, MN 55402



*Enclosed is your Wells Fargo Securities, LLC account statement. If you have elected Wells Fargo Bank, N.A. (WFB) as the safekeeping agent for your securities, then also enclosed is 1) a separate WFB safekeeping statement and 2) a page summarizing activity and investments in your WFS account and its related WFB account.*

*If you have multiple WFS accounts and have requested "house-holding," we have included the statements that pertain to those accounts in this single envelope.*

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Our time-tested business model continues to guide us in focusing on our customers with every single decision we make. We can't control the economy, so we focus on what we can control - satisfying all of our customers' financial needs to help them succeed financially.

We appreciate the opportunity to help you meet your investment objectives in the new year.

Wishing you peace and prosperity in 2010!

9000

*Investments, other than Brokered Certificates of Deposits, are not FDIC insured, may lose value, and are not bank guaranteed - see important disclosures on the reverse of your WFS account summary page.*



Wells Fargo Securities, LLC  
 608 SECOND AVENUE SOUTH  
 MINNEAPOLIS, MN 55479

JEFFREY P. MOEN  
 (612)667-9820

**Combined Summary** Statement Period  
**Brokerage Account and Bank Safekeeping Account** 12/01/2009 - 12/31/2009

Sample Institution Account Number  
 608 2nd Avenue South 99999999

**Total Account Value Summary**

This summary does not reflect the value of unpriced securities or overnight repurchase agreements.

|                            | Amount Last Statement Period | Amount This Statement Period | Portfolio   |
|----------------------------|------------------------------|------------------------------|-------------|
| Cash                       | \$ 0.00                      | \$ 0.00                      | 0%          |
| Money Market Mutual Funds  | 0.00                         | 0.00                         | 0%          |
| Bonds                      | 12,237,138.34                | 12,423,792.81                | 84%         |
| Stocks                     | 0.00                         | 0.00                         | 0%          |
| Mutual Funds               | 0.00                         | 0.00                         | 0%          |
| Unit Investment Trusts     | 0.00                         | 0.00                         | 0%          |
| Other***                   | 1,844,076.22                 | 2,430,076.22                 | 16%         |
| <b>Total Account Value</b> | <b>\$ 14,081,214.56</b>      | <b>\$ 14,853,869.03</b>      | <b>100%</b> |

**Value Change Since Last Statement Period** \$ 772,654.47  
**Percent Increase Since Last Statement Period** 5%

**Value Last Year-End** \$ 13,879,381.00  
**Percent Increase Since Last Year-End** 7%

\*\*\*Includes amortized Par value of municipal leases and notes.

**Total Income Summary**

|                                     | This Period          | Year-To-Date         |
|-------------------------------------|----------------------|----------------------|
| Interest                            | \$ 164,814.60        | \$ 662,341.83        |
| Dividends/Capital Gains             | 0.00                 | 0.00                 |
| Money Market Mutual Funds Dividends | 0.00                 | 0.00                 |
| Other                               | 0.00                 | 0.00                 |
| <b>Income Total</b>                 | <b>\$ 164,814.60</b> | <b>\$ 662,341.83</b> |

**Total Money Market Mutual Funds Summary**

| Description                          | Amount         |
|--------------------------------------|----------------|
| <b>Opening Balance</b>               | \$ 0.00        |
| Deposits and Other Additions         | 0.00           |
| Distributions and Other Subtractions | 0.00           |
| Income Earned                        | 0.00           |
| <b>Closing Balance</b>               | <b>\$ 0.00</b> |





SECURITIES

**Brokerage Account Statement**  
**Wells Fargo Securities, LLC**

**Statement Period**  
**12/01/2009 - 12/31/2009**

Wells Fargo Securities, LLC  
 608 SECOND AVENUE SOUTH  
 MINNEAPOLIS, MN 55479  
 JEFFREY P. MOEN  
 (612)667-9820

Sample Institution  
 608 2nd Avenue South  
 Account Number  
 99999999

**Account Value Summary**

This summary does not reflect the value of unpriced securities or overnight repurchase agreements.

|   | Amount Last Statement Period | Amount This Statement Period | Portfolio |
|---|------------------------------|------------------------------|-----------|
| Cash  | \$ 0.00                      | \$ 0.00                      | 0%        |
| Money Market Mutual Funds                           | 0.00                         | 0.00                         | 0%        |
| Bonds   | 0.00                         | 0.00                         | 0%        |
| Stocks  | 0.00                         | 0.00                         | 0%        |
| Mutual Funds  | 0.00                         | 0.00                         | 0%        |
| Unit Investment Trusts                              | 0.00                         | 0.00                         | 0%        |
| Other   | 0.00                         | 0.00                         | 0%        |
| <b>Total Account Value</b>                          | <b>\$ 0.00</b>               | <b>\$ 0.00</b>               | <b>0%</b> |
| <b>Value Change Since Last Statement Period</b>     | <b>\$</b>                    | <b>0.00</b>                  |           |
| <b>Percent Increase Since Last Statement Period</b> |                              | <b>N/A</b>                   |           |
| <b>Value Last Year-End</b>                          | <b>\$</b>                    | <b>0.00</b>                  |           |
| <b>Percent Increase Since Last Year-End</b>         |                              | <b>N/A</b>                   |           |

**Income Summary**

|                                     | This Period    | Year-To-Date   |
|-------------------------------------|----------------|----------------|
| Interest                            | \$ 0.00        | \$ 0.00        |
| Dividends/Capital Gains             | 0.00           | 0.00           |
| Money Market Mutual Funds Dividends | 0.00           | 0.00           |
| Other                               | 0.00           | 0.00           |
| <b>Income Total</b>                 | <b>\$ 0.00</b> | <b>\$ 0.00</b> |

**Money Market Mutual Funds Summary**

| Description                          | Amount         |
|--------------------------------------|----------------|
| <b>Opening Balance</b>               | <b>0.00</b>    |
| Deposits and Other Additions         | \$ 0.00        |
| Distributions and Other Subtractions | 0.00           |
| Income Earned                        | 0.00           |
| <b>Closing Balance</b>               | <b>\$ 0.00</b> |

## Important Information

This statement is provided to customers of Wells Fargo Securities, LLC ("WFS"). Statements are provided monthly for accounts with transactions and/or security positions. The account statement contains a list of securities held in safekeeping by WFS as of the statement date and provides details of purchase and sale transactions, the receipt and disbursement of cash and securities, and other activities relating to the account during the statement period.

For WFS customers who choose to maintain a safekeeping account at Wells Fargo Bank, N.A. ("Bank"), this statement is accompanied by a separate Bank safekeeping statement. The Bank safekeeping statement, if applicable, contains a list of securities held in safekeeping by the Bank as of the statement date.

**Pricing:** Security and brokered certificate of deposit ("CD") prices shown on the statement are obtained from independent vendors or internal pricing models. While we believe the prices are reliable, we cannot guarantee their accuracy. For exchange-listed securities, the price provided is the closing price at month end. For unlisted securities, it is the "bid" price at month end. The prices of CDs that mature in one year or less are shown at last price traded. The price of CDs that mature in greater than one year and of other instruments that trade infrequently are estimated using similar securities for which prices are available. Prices on the statement may not necessarily be obtained when the asset is sold.

**Brokered CD Pricing:** Like bonds, brokered CDs are subject to price fluctuation and the value of a CD, if sold prior to maturity, may be less than at the time of its purchase. Significant loss of principal could result. While WFS generally makes a market in CDs it underwrites, the secondary market for CDs that it does not underwrite may be very limited. In those cases, WFS will use its best efforts to help investors find a buyer.

**SIPC:** WFS is a member of the Securities Investor Protection Corporation ("SIPC"). In the event of insolvency or liquidation of WFS, securities held in safekeeping at WFS are covered by SIPC against the loss, but not investment risk, up to a maximum of \$500,000 per customer, which includes a \$100,000 limit on claims for cash held in the account. SIPC protection does not provide any protection whatsoever against investment risk, including the loss of principal on an investment. This coverage does not apply to securities held in safekeeping by the Bank. Additional information about SIPC, including a SIPC brochure, may be obtained by visiting [www.sipc.org](http://www.sipc.org) or by calling SIPC at 202-371-8300.

**FINRA BrokerCheck Program:** WFBS is a member of the Financial Industry Regulatory Authority (FINRA). Under its BrokerCheck program, FINRA provides certain information regarding the disciplinary history of broker/dealers and their associated persons. Information can be obtained from the

FINRA BrokerCheck program hotline number (800-289-9999) or the FINRA web site ([www.finra.org](http://www.finra.org)). A brochure describing the FINRA BrokerCheck program will be furnished upon written request.

**Free Credit Balances:** Any customer free credit balances may be used in the business of WFS subject to limitation of 17 CFR Section 240 § 15c(3)2 under the Securities Exchange Act of 1934. In the course of normal business operations, a customer has the right to receive delivery of the following: any free credit balances to which he or she is entitled, any fully paid securities to which he or she is entitled, and any securities purchased on margin upon full payment of indebtedness to WFS.

**Equity Order Routing:** WFS will route equity orders taking into consideration among other factors, the quality and speed of execution, as well as the credits, cash or other payments it may receive from any exchange, broker/dealer or market center. This may not be true if a customer has directed or placed limits on any orders. Whenever possible, WFS will route orders in an attempt to obtain executions at prices equal or superior to the nationally displayed best bid or offer. WFS will also attempt to obtain the best execution regardless of any compensation it may receive. WFS uses the compensation received to help keep costs competitive and provide customers with quality execution services. The nature and source of credits and payments WFS receives in connection with specific orders will be furnished to a customer upon request. WFS prepares quarterly reports describing its order routing practices for non-directed orders routed to a particular venue for execution. A printed copy of this report is available upon written request or by visiting: [www.fta.thomson.com/reports/1-6/wcbv/](http://www.fta.thomson.com/reports/1-6/wcbv/). WFS will provide more detailed information relating to the routing of any order executed within six months of the request.

**Equity Extended Hours Trading:** See important information relating to equities trading before and after regular trading hours at: [www.wellsfargo.com/com/securities/regulatory](http://www.wellsfargo.com/com/securities/regulatory).

**Equity Open Orders:** Open orders will remain in effect until executed or canceled by you. Failure to cancel an open order may result in the transaction being executed for your account. WFS has no responsibility to cancel an open order at its own initiative.

**Dividend Reinvestment:** In any dividend reinvestment transaction, WFS acted as agent. Additional information regarding transactions of this nature will be furnished to a customer upon written request.

**Account Transfers:** A fee will be charged to customers transferring their existing WFS account to another broker/dealer or any other financial institution.

**Non-deposit investment products recommended, are offered or sold by WFS, including mutual funds, are not federally insured or guaranteed by or obligations of the Federal Deposit Insurance Corporation**

("FDIC"), the Federal Reserve System or any other agency; are not bank deposits; are not obligations of, or endorsed or guaranteed in any way by any bank or WFS; and are subject to risk, including the possible loss of principal, that may cause the value of the investment and investment return to fluctuate. When the investment is sold, the value may be higher or lower than the amount originally invested. WFS is a subsidiary of Wells Fargo & Company, is not a bank or thrift, and is separate from any other affiliated bank or thrift. WFS is a registered broker-dealer and member of FINRA. No affiliate of WFS is responsible for the securities sold by WFS.

**Mutual Funds:** The distributor of Wells Fargo Advantage Funds is affiliated with WFS. Mutual funds are sold by prospectus only. Please read the prospectus for further information including sales charges, deferred sales charges, withdrawal charges and management or other fees.

**Financial Statements:** WFS financial statements are available upon request.

**Trade Confirmations:** Investment purchases and sales are subject to the terms and conditions stated on the trade confirmation relating to that transaction. In the event of a conflict between the trade confirmation and this statement, the trade confirmation will govern.

### Customer Complaints and Reporting Discrepancies:

Customer complaints, or discrepancies should be promptly reported in writing to:

Customer Support  
201 South College Street  
CP-6, MAC#D1100-060  
Charlotte, NC 28244-0002  
CMClientSupport@wellsfargo.com

Customers may also report complaints, inaccuracies or discrepancies by calling 1-800-326-5897. International callers should call 877-856-8878. To further protect their rights, including rights under the Securities Investor Protection Act, customers should also re-confirm in writing to the above address any oral communications with WFS relating to the inaccuracies or discrepancies.

**Eurodollar Deposits:** Funds invested in a Eurodollar Deposit are held on deposit at the Bank's Grand Cayman Island branch, a foreign branch of the Bank. As an offshore deposit liability payable at the Bank's Grand Cayman Island branch, the deposits are subject to Grand Cayman Island laws, regulations and governmental actions regarding exchange controls, assets seizures and other restrictions. Deposits payable only outside the U.S. also have a lower priority than deposits payable at a U.S. branch in liquidation. In addition, deposits held in a foreign U.S. bank branch are not insured by the FDIC or otherwise guaranteed by the U.S. government or any of its agencies.

**SAMPLE INSTITUTION**  
Account Number: 999999999

**Daily Account Activity**

Your investment transactions during this statement period.

| Trade Date                  | Settlement / Effective Date | Activity  | CUSIP     | Description                    | Par / Quantity | Price       | Principal Amount | Income Amount | Debit / Credit Amount |
|-----------------------------|-----------------------------|-----------|-----------|--------------------------------|----------------|-------------|------------------|---------------|-----------------------|
| <b>Transaction Activity</b> |                             |           |           |                                |                |             |                  |               |                       |
| 12/04/09                    | 12/09/09                    | Purchased | 57643MKB9 | MORTGAGE ASSET SECURITIZATION  | 1,000,000.00   | 91.8743292  | (445,122.93)     | (541.56)      | (445,664.49)          |
| 12/04/09                    | 12/09/09                    | Purchased | 57643MKB9 | MORTGAGE ASSET SECURITIZATION  | 1,000,000.00   | 91.8749997  | (474,415.23)     | (573.74)      | (474,988.97)          |
| 12/04/09                    | 12/09/09                    | Reversal  | 57643MKB9 | MORTGAGE ASSET SECURITIZATION  | (1,000,000.00) | 91.8749997  | 474,415.23       | 573.74        | 474,988.97            |
| 12/09/09                    | 12/09/09                    | Delivered | 57643MKB9 | MORTGAGE ASSET SECURITIZATION  | (1,000,000.00) |             |                  |               |                       |
| 12/11/09                    | 12/14/09                    | Purchased | 281997JE7 | ELIZABETH FIRE PROTECTION DIST | 586,000.00     | 100.5775290 | (589,384.32)     | (708.08)      | (590,092.40)          |
| 12/14/09                    | 12/14/09                    | Delivered | 281997JE7 | ELIZABETH FIRE PROTECTION DIST | (586,000.00)   |             |                  |               |                       |

**Cash Activity**

| Trade Date | Settlement / Eff. Date | Activity          | Description      | Debit Amount / Disbursements | Credit Amount / Receipts |
|------------|------------------------|-------------------|------------------|------------------------------|--------------------------|
| 12/09/09   | 12/09/09               | Cash Receipt      | DDA RECEIPT      |                              | 474,988.97               |
| 12/14/09   | 12/14/09               | Cash Receipt      | DDA RECEIPT      |                              | 590,092.40               |
| 12/28/09   | 12/28/09               | Cash Disbursement | DDA DISBURSEMENT | 474,988.97                   |                          |
| 12/28/09   | 12/28/09               | Cash Receipt      | DDA RECEIPT      |                              | 445,664.49               |

**Bank Safekeeping Statement  
Wells Fargo Bank, N.A.**

**Statement Period  
12/01/2009 - 12/31/2009**

Wells Fargo Bank, N.A.  
608 Second Avenue S., MAC# N9303-050  
Minneapolis, MN 55402

JEFFREY P. MOEN  
(612)667-9820

Sample Institution  
608 2nd Avenue South  
Account Number  
99999999

**Account Value Summary**

This summary does not reflect the value of unpriced securities or overnight repurchase agreements.

|                            | Amount Last Statement Period | Amount This Statement Period | Portfolio   |
|----------------------------|------------------------------|------------------------------|-------------|
| Cash                       | \$ 0.00                      | \$ 0.00                      | 0%          |
| Money Market Mutual Funds  | 0.00                         | 0.00                         | 0%          |
| Bonds                      | 12,237,138.34                | 12,423,792.81                | 84%         |
| Stocks                     | 0.00                         | 0.00                         | 0%          |
| Mutual Funds               | 0.00                         | 0.00                         | 0%          |
| Unit Investment Trusts     | 0.00                         | 0.00                         | 0%          |
| Other***                   | 1,844,076.22                 | 2,430,076.22                 | 16%         |
| <b>Total Account Value</b> | <b>\$ 14,081,214.56</b>      | <b>\$ 14,853,869.03</b>      | <b>100%</b> |

**Value Change Since Last Statement Period** \$ 772,654.47  
**Percent Increase Since Last Statement Period** 5%

**Value Last Year-End** \$ 13,879,381.00  
**Percent Increase Since Last Year-End** 7%

\*\*\*Includes amortized Par value of municipal leases and notes.

**Income Summary**

|                                     | This Period          | Year-To-Date         |
|-------------------------------------|----------------------|----------------------|
| Interest                            | \$ 164,814.60        | \$ 662,341.83        |
| Dividends/Capital Gains             | 0.00                 | 0.00                 |
| Money Market Mutual Funds Dividends | 0.00                 | 0.00                 |
| Other                               | 0.00                 | 0.00                 |
| <b>Income Total</b>                 | <b>\$ 164,814.60</b> | <b>\$ 662,341.83</b> |

**Money Market Mutual Funds Summary**

| Description                          | Amount         |
|--------------------------------------|----------------|
| <b>Opening Balance</b>               | \$ 0.00        |
| Deposits and Other Additions         | 0.00           |
| Distributions and Other Subtractions | 0.00           |
| Income Earned                        | 0.00           |
| <b>Closing Balance</b>               | <b>\$ 0.00</b> |

**SAMPLE INSTITUTION**

Account Number: 999999999

Security positions held with Wells Fargo Bank N.A.

**Portfolio Holdings**

| CUSIP        | Description  | Maturity Date | Coupon | Current Par / Original Par | Market Price* | Market Value | Par / Quantity Pledged** | Callable |
|--------------|--|---------------|--------|----------------------------|---------------|--------------|--------------------------|----------|
| <b>Bonds</b> |  |               |        |                            |               |              |                          |          |
| 02003MBR4    | ALLSTATE LIFE GLOBAL FUNDING SECTN                           | 05/21/10      | 0.000% | 250,000,000                | 100.075       | 250,187.50   |                          | N        |
| 24422EQT9    | DEERE JOHN CAPITAL CORP FLTG RATE MEDIUM TERM NOTE           | 08/19/10      | 0.000% | 250,000,000                | 100.257       | 250,642.50   |                          | N        |
| 08217PAF3    | BENNETT PARK & RECREATION DISTRICT B INT REG CPNS            | 12/01/10      | 0.000% | 40,000,000                 | 97.515        | 39,006.00    |                          | N        |
| 293115AJ0    | CITY OF ENGLEWOOD CO ENTERPRISE                              | 12/01/10      | 4.700% | 75,000,000                 | 102.152       | 76,614.00    | 75,000.00                | N        |
| 612792BK6    | MONTEZUMA COUNTY SCHOOL DISTRICT NO REG MANCOS/CO REF        | 12/01/10      | 4.500% | 110,000,000                | 100.271       | 110,298.10   | 110,000.00               | Y        |
| 14912L3X7    | CATERPILLAR FINANCIAL SERVICES CORP UNNT                     | 06/24/11      | 0.000% | 250,000,000                | 100.827       | 252,067.50   |                          | N        |
| 148470AY3    | CASTLE PINES METROPOLITAN DISTRICT/CO REF                    | 09/15/11      | 3.400% | 85,000,000                 | 103.304       | 87,808.40    | 85,000.00                | N        |
| 29747PAM3    | TOWN OF ESTES PARK CO ESTES COLORADO                         | 11/01/11      | 5.250% | 45,000,000                 | 101.435       | 45,645.75    |                          | Y        |
| 073928S53    | BEAR STEARNS CO INC SER B MEDIUM TERM NOTE FLTG RATE         | 11/28/11      | 0.000% | 250,000,000                | 99.642        | 249,105.00   |                          | N        |
| 612792BL4    | MONTEZUMA COUNTY SCHOOL DISTRICT NO REG MANCOS/CO REF        | 12/01/11      | 4.550% | 115,000,000                | 100.258       | 115,296.70   | 115,000.00               | Y        |
| 68213RAJ9    | OMNIPARK METROPOLITAN DISTRICT/DOUGLAS COUNTY CO REF         | 12/01/11      | 5.250% | 245,000,000                | 103.838       | 254,403.10   | 245,000.00               | N        |
| 695544FM3    | PAGOSA AREA WATER & SANITATION DISTRICT/CO PAGOSA COLORADO   | 12/01/11      | 4.000% | 235,000,000                | 105.552       | 248,047.20   | 235,000.00               | N        |
| 0258M0CS6    | AMERICAN EXPRESS CREDIT CORP MTN SR UNSECURED SHORT LAST CPN | 02/24/12      | 0.000% | 295,000,000                | 97.730        | 288,303.50   |                          | N        |
| 36962GZ49    | GENERAL ELECTRIC CAPITAL CORP UNNT                           | 11/01/12      | 0.000% | 500,000,000                | 96.441        | 482,205.00   |                          | N        |
| 08217PAH9    | BENNETT PARK & RECREATION DISTRICT B INT REG CPNS            | 12/01/12      | 0.000% | 15,000,000                 | 90.660        | 13,599.00    |                          | N        |
| 612792BM2    | MONTEZUMA COUNTY SCHOOL DISTRICT NO REG MANCOS/CO REF        | 12/01/12      | 4.700% | 80,000,000                 | 100.246       | 80,196.80    | 80,000.00                | Y        |
| 72631PAJ9    | PLAINFIELD SCHOOL TRANSPORTATION CENTER BUILDING C FIRST MTG | 07/15/13      | 3.600% | 185,000,000                | 105.682       | 195,511.70   |                          | Y        |
| 181558GE1    | TOWNSHIP OF CLARK NJ GEN IMPT                                | 08/15/13      | 3.875% | 275,000,000                | 107.874       | 296,653.50   | 275,000.00               | N        |

SAMPLE INSTITUTION  
Account Number: 999999999

**Portfolio Holdings (Continued)** Security positions held with Wells Fargo Bank N.A.

| CUSIP        | Description   | Maturity Date | Coupon | Current Par / Original Par   | Market Price* | Market Value | Par / Quantity Pledged** | Callable |
|--------------|---|---------------|--------|------------------------------|---------------|--------------|--------------------------|----------|
| <b>Bonds</b> |   |               |        |                              |               |              |                          |          |
| 677214CZ9    | OHIO CAPITAL ASSET FINANCING PROGRAM SER A                                  | 12/01/13      | 3.500% | 255,000,000                  | 102.947       | 262,514.85   |                          | N        |
| 4521516P3    | STATE OF ILLINOIS STATE OF ILLINOIS   | 04/01/14      | 3.000% | 250,000,000                  | 103.550       | 258,875.00   |                          | N        |
| 722171DE2    | PINAL COUNTY UNIFIED SCHOOL DISTRICT NO 21 COOLIDG SCH IMPT-PROJ 2005-SER A | 07/01/14      | 4.500% | 50,000,000                   | 108.726       | 54,363.00    |                          | N        |
| 224288FW5    | TOWNSHIP OF CRANBERRY PA REF-SER A  | 09/01/14      | 3.750% | 250,000,000                  | 106.350       | 265,875.00   |                          | N        |
| 293115AN1    | CITY OF ENGLEWOOD CO ENTERPRISE   | 12/01/14      | 5.100% | 30,000,000                   | 102.944       | 30,883.20    | 30,000.00                | N        |
| 038670GQ2    | ARAPAHOE COUNTY SCHOOL DISTRICT NO 2 SHERIDAN/CO REF                        | 06/01/15      | 3.900% | 580,000,000                  | 106.512       | 617,769.60   | 580,000.00               | Y        |
| 89856AAF2    | TUBAC FIRE DIST ARIZ PROJ OF 2008-SER A GO BQ                               | 07/01/15      | 4.000% | 120,000,000                  | 107.029       | 128,434.80   |                          | N        |
| 570612BZ3    | CITY OF MARKHAM IL MARKHAM ILLINOIS   | 12/01/15      | 5.500% | 175,000,000                  | 100.796       | 176,393.00   |                          | N        |
| 420486AA0    | HAWTHORNE WOODS SPECIAL SERVICE AREA NO 4 HAWTHORNE WOODS ILLINOIS          | 12/15/16      | 4.800% | 110,000,000                  | 97.907        | 107,697.70   |                          | Y        |
| 177464AQ7    | CITRUS CNTY FL POLLUTN CTL REV SER 2002-A FL PWR CORP PJ FED/ST EXMPT CALL  | 01/01/18      | 0.000% | 500,000,000                  | N/A           | ***          |                          | N        |
| 354496FK2    | VILLAGE OF FRANKLIN PARK IL FRANKLIN ILLINOIS                               | 01/01/18      | 4.450% | 500,000,000                  | 100.164       | 500,820.00   | 500,000.00               | N        |
| 570612CA7    | CITY OF MARKHAM IL MARKHAM ILLINOIS   | 12/01/18      | 5.750% | 60,000,000                   | 100.230       | 60,138.00    |                          | N        |
| 988539AK8    | YUMA COUNTY WATER AUTHORITY YUMA COUNTY CO                                  | 12/01/18      | 4.500% | 200,000,000                  | 107.863       | 215,726.00   | 200,000.00               | N        |
| 22541SZJ0    | CREDIT SUISSE FIRST BOSTON SERIES 045                                       | 08/25/19      | 5.000% | 415,262,620<br>1,000,000,000 | 92.175        | 382,768.32   |                          | N        |
| 45660NN84    | RESIDENTIAL ASSET SEC SERIES 04-A6 CLASS A1                                 | 08/25/19      | 5.000% | 559,793,430<br>1,400,000,000 | 94.500        | 529,004.79   |                          | Y        |
| 76110HY45    | RESIDENTIAL ACCREDIT LOANS INCORPORATED SERIES 05QS3 CLASS 2A1              | 03/25/20      | 5.000% | 534,999,563<br>1,250,000,000 | 89.250        | 477,487.11   |                          | N        |
| 57643MKB9    | MORTGAGE ASSET SECURITIZATION TRANSACTIO SERIES 051                         | 05/25/20      | 5.000% | 484,491,080<br>1,000,000,000 | 91.013        | 440,949.87   |                          | N        |

**SAMPLE INSTITUTION**  
 Account Number: 999999999

**Portfolio Holdings (Continued)** Security positions held with Wells Fargo Bank N.A.

| CUSIP        | Description  | Maturity Date | Coupon | Current Par / Original Par | Market Price* | Market Value | Par / Quantity Pledged** | Callable |
|--------------|--|---------------|--------|----------------------------|---------------|--------------|--------------------------|----------|
| <b>Bonds</b> |  |               |        |                            |               |              |                          |          |
| 17309AAH2    | CITIMORTGAGE ALTERNATIVE LOAN TRUST SER 2006-A1 2A1                                | 03/25/21      | 5.250% | 506,333.851 / 975,000.000  | 82.500        | 417,725.43   |                          | N        |
| 420486AB8    | HAWTHORNE WOODS SPECIAL SERVICE AREA NO 4 HAWTHORNE WOODS ILLINOIS                 | 12/15/21      | 5.000% | 110,000.000                | 93.536        | 102,889.60   |                          | N        |
| 05206NAB6    | AURORA SINGLE TREE METROPOLITAN DISTRICT/CO LTD TAX                                | 11/15/24      | 6.250% | 500,000.000                | 118.884       | 594,420.00   | 500,000.00               | N        |
| 879678BL3    | TELLURIDE FIRE PROTECTION DISTRICT/CO TELLURIDE COLORADO                           | 12/01/24      | 5.000% | 360,000.000                | 107.517       | 387,061.20   | 360,000.00               | N        |
| 31348SDH4    | FEDERAL HOME LOAN MTG CORP. POOL 785504  | 03/01/25      | 0.000% | 25,198.933 / 1,750,000.000 | 102.719       | 25,884.09    |                          | N        |
| 04529NAA1    | ASPEN GROVE BUSINESS IMPROVEMENT DISTRICT/CO COLORADO                              | 12/01/25      | 7.625% | 500,000.000                | 111.822       | 559,110.00   | 500,000.00               | Y        |
| 533519AB0    | LINCOLN CREEK METROPOLITAN DISTRICT LINCOLN CREEK COLORADO                         | 12/01/25      | 6.350% | 500,000.000                | 85.000        | 425,000.00   |                          | N        |
| 493899AA6    | KILLDEER SPECIAL SERVICE AREA NO 1 SEWER MAIN EXTENSION PJ                         | 03/01/26      | 6.000% | 400,000.000                | 94.052        | 376,208.00   |                          | Y        |
| 420486AC6    | HAWTHORNE WOODS SPECIAL SERVICE AREA NO 4 HAWTHORNE WOODS ILLINOIS                 | 12/15/26      | 5.250% | 160,000.000                | 89.221        | 142,753.60   |                          | N        |
| 562559AA2    | MANCOS LIBRARY DISTRICT MANCOS CO  | 12/01/28      | 5.400% | 905,000.000                | 90.311        | 817,314.55   |                          | N        |
| 31295KMX9    | FHLMC POOL 786674  | 04/01/29      | 0.000% | 24,180.246 / 881,460.000   | 102.766       | 24,849.07    |                          | N        |
| 649845GA6    | NEW YORK ST ENRGY RESEARCH & DEV AUTHO VAR NIAGARA MOHAWK PWR CORP-A CALL PUT XLCA | 07/01/29      | 0.000% | 500,000.000                | N/A           | ***          |                          | N        |
| 649713CF9    | NEW YORK N Y CITY TRAN AUTH MET TRANSN TRI CALL SINK PUT                           | 01/01/30      | 0.000% | 450,000.000                | N/A           | ***          |                          | N        |
| 649713CH5    | NEW YORK N Y CITY TRAN AUTH TRIBORO BRDGTUNL AUTH CTFS PARTN LEASE-RENT            | 01/01/30      | 0.000% | 500,000.000                | N/A           | ***          |                          | N        |
| 31295LSX1    | FEDERAL HOME LOAN MTG CORP. POOL 787734  | 08/01/30      | 0.000% | 16,288.206 / 600,000.000   | 102.528       | 16,699.97    |                          | N        |



**SAMPLE INSTITUTION**  
 Account Number: 999999999

**Portfolio Holdings (Continued)** *Security positions held with Wells Fargo Bank N.A.*

| CUSIP        | Description  | Maturity Date | Coupon | Current Par /<br>Original Par | Market Price* | Market Value  | Par / Quantity<br>Pledged** | Callable |
|--------------|--|---------------|--------|-------------------------------|---------------|---------------|-----------------------------|----------|
| <b>Bonds</b> |  |               |        |                               |               |               |                             |          |
| 543583HD3    | COUNTY OF LORAIN OH<br>STARS-CATHOLIC HEALTHCARE-B-2                   | 10/01/30      | 0.000% | 500,000.000                   | N/A           | ***           |                             | N        |
| 36225CTB2    | GOVT NATL MTG ASSN II 080545   | 10/20/31      | 0.000% | 24,615.323<br>494,792.000     | 102.084       | 25,128.31     |                             | N        |
| 84467PAA2    | SOUTHSHORE MET DIST NO 2 COLO<br>GO MSF 12/01/23 BQ                    | 12/01/31      | 5.750% | 750,000.000                   | 88.461        | 663,457.50    | 750,000.00                  | Y        |
| 442348V96    | CITY OF HOUSTON TX AMT-SUB-SER<br>C                                    | 07/01/32      | 0.000% | 500,000.000                   | N/A           | ***           |                             | N        |
| 562559AB0    | MANCOS LIBRARY DISTRICT MANCOS<br>CO                                   | 12/01/33      | 6.250% | 500,000.000                   | N/A           | ***           |                             | N        |
| 162296AB3    | CHATOM ALA INDL DEV BRD REV<br>BND SERIES 2007B CALL SINK<br>PUT AMBAC | 08/01/37      | 0.000% | 320,000.000                   | N/A           | ***           |                             | N        |
|              |  |               |        | 16,426,163.252                |               | 12,423,792.81 | 4,640,000.00                |          |
| <b>Other</b> |  |               |        |                               |               |               |                             |          |
| 347995FQ0    | CITY OF FT LUPTON MUNI<br>LEASECONTRACT #000670-000004<br>CO           | 07/16/11      | 3.950% | 141,373.499<br>450,000.000    | N/A           | ***           |                             | Y        |
| 756991EK7    | RED WHITE & BLUE FPD MUN LEASE<br>CONTRACT #001007-000009 CO           | 08/16/11      | 3.400% | 87,676.218<br>282,851.400     | N/A           | ***           |                             | Y        |
| 891992ED7    | TOWN OF DILLON MUNI NOTE<br>CONTRACT #000937-000008 CO                 | 06/01/12      | 3.900% | 123,870.969<br>300,000.000    | N/A           | ***           |                             | Y        |
| 615991GG5    | MONTROSE FPD MUNI<br>LEASECONTRACT #000664-000006<br>CO                | 07/01/14      | 4.500% | 375,180.616<br>554,739.060    | N/A           | ***           |                             | Y        |
| 281997JE7    | ELIZABETH FIRE PROTECTION DIST<br>CONTRACT #L003931 CO                 | 07/15/17      | 4.350% | 586,000.000                   | N/A           | ***           |                             | Y        |
| 384990AA5    | TOWN OF GRANBY MUNI<br>LEASECONTRACT #001231-000002<br>CO              | 03/10/21      | 4.350% | 336,374.916<br>400,000.000    | N/A           | ***           |                             | Y        |
| 280995DC2    | ELBERT COUNTY LIBRARY<br>DISTRICTCONTRACT #L003777 CO                  | 07/24/24      | 5.750% | 279,600.000                   | N/A           | ***           |                             | Y        |
| 980199AA1    | WORLEY RURAL FPD IDAHOCONTRACT<br>#L003835 ID                          | 08/28/24      | 6.100% | 500,000.000                   | N/A           | ***           |                             | Y        |



**SAMPLE INSTITUTION**  
Account Number: 999999999

**Portfolio Holdings (Continued)** Security positions held with Wells Fargo Bank N.A.

| CUSIP | Description | Maturity Date | Coupon | Current Par / Original Par | Market Price* | Market Value | Par / Quantity Pledged** | Callable      |
|-------|-------------|---------------|--------|----------------------------|---------------|--------------|--------------------------|---------------|
| ***   |             |               |        |                            |               |              |                          |               |
|       |             |               |        |                            |               |              |                          | 2,430,076.218 |
| ***   |             |               |        |                            |               |              |                          |               |

\*See important information regarding security pricing on Page 2.

\*\*Total amount that is pledged to or held for another party or parties. Refer to the Pledge Detail Report for more information.

\*\*\*Our independent third-party pricing vendor has discontinued pricing some auction rate securities as a result of recent failed auctions and the lack of a secondary market. If you have positions for which prices are not available, the prices for those securities are listed as 'NA' and, therefore, market values are not calculated on the positions' pages. In these cases, the market values on the summary page will also reflect the impact of these missing market values.

**Pledge Detail Report**

| Maturity Date | CUSIP     | Description                    | Par / Quantity Held | Par / Quantity Pledged | Pledge and "Held For" Detail                   |
|---------------|-----------|--------------------------------|---------------------|------------------------|--|
| 12/01/10      | 293115AJ0 | CITY OF ENGLEWOOD CO           | 75,000.00           | 75,000.00              | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 12/01/10      | 612792BK6 | MONTEZUMA COUNTY SCHOOL        | 110,000.00          | 110,000.00             | Pledged To PDPA-COLORADO ST BANKING COMM       |
| 09/15/11      | 148470AY3 | CASTLE PINES METROPOLITAN      | 85,000.00           | 85,000.00              | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 12/01/11      | 612792BL4 | MONTEZUMA COUNTY SCHOOL        | 115,000.00          | 115,000.00             | Pledged To PDPA-COLORADO ST BANKING COMM       |
| 12/01/11      | 68213RAJ9 | OMNIPARK METROPOLITAN          | 245,000.00          | 245,000.00             | Pledged To PDPA-COLORADO ST BANKING COMM       |
| 12/01/11      | 695544FM3 | PAGOSA AREA WATER & SANITATION | 235,000.00          | 235,000.00             | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 12/01/12      | 612792BM2 | MONTEZUMA COUNTY SCHOOL        | 80,000.00           | 80,000.00              | Pledged To PDPA-COLORADO ST BANKING COMM       |
| 08/15/13      | 181558GE1 | TOWNSHIP OF CLARK NJ GEN IMPT  | 275,000.00          | 275,000.00             | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 12/01/14      | 293115AN1 | CITY OF ENGLEWOOD CO           | 30,000.00           | 30,000.00              | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 06/01/15      | 038670GQ2 | ARAPAHOE COUNTY SCHOOL         | 580,000.00          | 580,000.00             | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 01/01/18      | 354496FK2 | VILLAGE OF FRANKLIN PARK IL    | 500,000.00          | 500,000.00             | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 12/01/18      | 988539AK8 | YUMA COUNTY WATER AUTHORITY    | 200,000.00          | 200,000.00             | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 11/15/24      | 05206NAB6 | AURORA SINGLE TREE             | 500,000.00          | 500,000.00             | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 12/01/24      | 879678BL3 | TELLURIDE FIRE PROTECTION      | 360,000.00          | 360,000.00             | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 12/01/25      | 04529NAA1 | ASPEN GROVE BUSINESS           | 500,000.00          | 500,000.00             | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
| 12/01/31      | 84467PAA2 | SOUTHSHORE MET DIST NO 2 COLO  | 750,000.00          | 750,000.00             | Pledged To PDPA-COLORADO ST BANKING COMMISSION |
|               |           |                                |                     | 4,640,000.00           |  |



**SAMPLE INSTITUTION**  
Account Number: 999999999

**Daily Account Activity**

Your investment transactions during this statement period.

| Transaction / Trade Date         | Settlement / Effective Date | Activity  | CUSIP     | Description                    | Par / Quantity | Price | Principal Amount | Income Amount | Debit / Credit Amount |
|----------------------------------|-----------------------------|-----------|-----------|--------------------------------|----------------|-------|------------------|---------------|-----------------------|
| <b>Transaction Activity</b>      |                             |           |           |                                |                |       |                  |               |                       |
| 12/01/09                         | 12/01/09                    | Delivered | 562559AA2 | MANCOS LIBRARY DISTRICT MANCOS | (10,000.00)    |       |                  |               |                       |
| 12/09/09                         | 12/09/09                    | Received  | 57643MKB9 | MORTGAGE ASSET SECURITIZATION  | 1,000,000.00   |       |                  |               |                       |
| 12/14/09                         | 12/14/09                    | Received  | 281997JE7 | ELIZABETH FIRE PROTECTION DIST | 586,000.00     |       |                  |               |                       |
| 12/15/09                         | 12/15/09                    | Delivered | 420486AA0 | HAWTHORNE WOODS SPECIAL        | (100,000.00)   |       |                  |               |                       |
| 12/29/09                         | 12/29/09                    | Delivered | 649713CF9 | NEW YORK N Y CITY TRAN AUTH    | (25,000.00)    |       |                  |               |                       |
| <b>Income / Payment Activity</b> |                             |           |           |                                |                |       |                  |               |                       |
| 12/01/09                         | 12/01/09                    | Interest  | 038670GQ2 | ARASCD 3.9 02/9                | 580000         |       | 11,310.00        |               | 11,310.00             |
| 12/01/09                         | 12/01/09                    | Interest  | 04529NAA1 | ASGGEN 7.625 02                | 500000         |       | 19,062.50        |               | 19,062.50             |
| 12/01/09                         | 12/01/09                    | Interest  | 293115AJ0 | ENGWTR 4.7 02/9                | 75000          |       | 1,762.50         |               | 1,762.50              |
| 12/01/09                         | 12/01/09                    | Interest  | 293115AN1 | ENGWTR 5.1 02/9                | 30000          |       | 765.00           |               | 765.00                |
| 12/01/09                         | 12/01/09                    | Interest  | 533519AB0 | LNC 6.35 02/93                 | 500000         |       | 15,875.00        |               | 15,875.00             |
| 12/01/09                         | 12/01/09                    | Interest  | 562559AA2 | MNCCTF 5.4 02/9                | 915000         |       | 24,705.00        |               | 24,705.00             |
| 12/01/09                         | 12/01/09                    | Interest  | 562559AB0 | MNCCTF 6.25 02/                | 500000         |       | 15,625.00        |               | 15,625.00             |
| 12/01/09                         | 12/01/09                    | Interest  | 570612BZ3 | MRK 5.5 02/93                  | 175000         |       | 4,812.50         |               | 4,812.50              |
| 12/01/09                         | 12/01/09                    | Interest  | 570612CA7 | MRK 5.75 02/93                 | 60000          |       | 1,725.00         |               | 1,725.00              |
| 12/01/09                         | 12/01/09                    | Interest  | 612792BK6 | MZMSCD 4.5 02/9                | 110000         |       | 2,475.00         |               | 2,475.00              |
| 12/01/09                         | 12/01/09                    | Interest  | 612792BL4 | MZMSCD 4.55 02/                | 115000         |       | 2,616.25         |               | 2,616.25              |
| 12/01/09                         | 12/01/09                    | Interest  | 612792BM2 | MZMSCD 4.7 02/9                | 80000          |       | 1,880.00         |               | 1,880.00              |
| 12/01/09                         | 12/01/09                    | Interest  | 649713CF9 | NEW YORK NY                    | 475000         |       | 59.94            |               | 59.94                 |
| 12/01/09                         | 12/01/09                    | Interest  | 677214CZ9 | OHSGEN 3.5 02/9                | 255000         |       | 4,462.50         |               | 4,462.50              |
| 12/01/09                         | 12/01/09                    | Interest  | 68213RAJ9 | OMNFAC 5.25 02/                | 245000         |       | 6,431.25         |               | 6,431.25              |
| 12/01/09                         | 12/01/09                    | Interest  | 695544FM3 | PAGWTR 4.0 02/9                | 235000         |       | 4,700.00         |               | 4,700.00              |
| 12/01/09                         | 12/01/09                    | Interest  | 84467PAA2 | SOUTHSHORE MET                 | 750000         |       | 21,562.50        |               | 21,562.50             |
| 12/01/09                         | 12/01/09                    | Interest  | 879669AG4 | TLLGEN 4.5 02/9                | 65000          |       | 1,462.50         |               | 1,462.50              |
| 12/01/09                         | 12/01/09                    | Interest  | 879678BL3 | TELFAC 5.0 02/9                | 360000         |       | 9,000.00         |               | 9,000.00              |
| 12/01/09                         | 12/01/09                    | Interest  | 988539AK8 | YUMWTR 4.5 02/9                | 200000         |       | 4,500.00         |               | 4,500.00              |
| 12/01/09                         | 12/01/09                    | Matured   | 141168BV5 | MATURITY - 141168BV5           |                |       | 40,000.00        |               | 40,000.00             |
| 12/01/09                         | 12/01/09                    | Matured   | 562559AA2 | PART CALL @ 100                |                |       | 10,000.00        |               | 10,000.00             |
| 12/01/09                         | 12/01/09                    | Matured   | 879669AG4 | MATURITY - 879669AG4           |                |       | 65,000.00        |               | 65,000.00             |
| 12/01/09                         | 12/01/09                    | Interest  | 891992ED7 | 12-1-09 PMT DUE 0937-008       |                |       | 2,415.48         |               | 2,415.48              |
| 12/01/09                         | 12/01/09                    | Reversal  | 533519AB0 | REV INT 12/1/09                |                |       | (15,875.00)      |               | (15,875.00)           |
| 12/01/09                         | 12/01/09                    | Interest  | 533519AB0 | LNC 6.35 02/93                 |                |       | 183.18           |               | 183.18                |
| 12/03/09                         | 12/03/09                    | Interest  | 442348V96 | HOUSTON TEX                    | 500000         |       | 39.00            |               | 39.00                 |
| 12/03/09                         | 12/03/09                    | Interest  | 649713CH5 | NEW YORK NY                    | 500000         |       | 53.67            |               | 53.67                 |
| 12/04/09                         | 12/04/09                    | Interest  | 162296AB3 | CHATOM ALA INDL                | 320000         |       | 40.07            |               | 40.07                 |
| 12/04/09                         | 12/04/09                    | Interest  | 649845GA6 | NYSPWR FLT 02/9                | 500000         |       | 56.88            |               | 56.88                 |
| 12/08/09                         | 12/08/09                    | Interest  | 649713CF9 | NEW YORK NY                    |                |       | 59.76            |               | 59.76                 |

**SAMPLE INSTITUTION**  
Account Number: 999999999

**Daily Account Activity (Continued)**

Your investment transactions during this statement period.

| Trade Date | Settlement / Effective Date | Activity | CUSIP     | Description     | Par / Quantity | Price | Principal Amount | Income Amount | Debit / Credit Amount |
|------------|-----------------------------|----------|-----------|-----------------|----------------|-------|------------------|---------------|-----------------------|
| 12/10/09   | 12/10/09                    | Interest | 442348V96 | HOUAPT FLT 02/9 | 500000         |       |                  | 45.60         | 45.60                 |
| 12/10/09   | 12/10/09                    | Interest | 649713CH5 | NEW YORK N Y    | 500000         |       |                  | 62.71         | 62.71                 |
| 12/11/09   | 12/11/09                    | Interest | 162296AB3 | CHATOM ALA INDL | 320000         |       |                  | 40.20         | 40.20                 |
| 12/11/09   | 12/11/09                    | Interest | 649845GA6 | NYSPWR FLT 02/9 | 500000         |       |                  | 57.07         | 57.07                 |
| 12/15/09   | 12/15/09                    | Interest | 420486AA0 | HWWGEN 4.8 02/9 | 210000         |       |                  | 5,040.00      | 5,040.00              |
| 12/15/09   | 12/15/09                    | Interest | 420486AB8 | HWWGEN 5.0 02/9 | 110000         |       |                  | 2,750.00      | 2,750.00              |
| 12/15/09   | 12/15/09                    | Interest | 420486AC6 | HWWGEN 5.25 02/ | 160000         |       |                  | 4,200.00      | 4,200.00              |
| 12/15/09   | 12/15/09                    | Interest | 649713CF9 | NEW YORK NY     | 475000         |       |                  | 59.58         | 59.58                 |
| 12/15/09   | 12/15/09                    | Matured  | 420486AA0 | PART CALL @ 100 |                |       | 100,000.00       |               | 100,000.00            |
| 12/15/09   | 12/15/09                    | Paydown  | 31295KMX9 | FHLMC 786674    | 881460         |       | 53.68            |               | 53.68                 |
| 12/15/09   | 12/15/09                    | Interest | 31295KMX9 | FHLMC 786674    | 881460         |       |                  | 65.72         | 65.72                 |
| 12/15/09   | 12/15/09                    | Paydown  | 31295LSX1 | FHLMC 787734 3. | 600000         |       | 91.47            |               | 91.47                 |
| 12/15/09   | 12/15/09                    | Interest | 31295LSX1 | FHLMC 787734 3. | 600000         |       |                  | 53.82         | 53.82                 |
| 12/15/09   | 12/15/09                    | Paydown  | 31348SDH4 | FHLMC 785504 5. | 1750000        |       | 200.64           |               | 200.64                |
| 12/15/09   | 12/15/09                    | Interest | 31348SDH4 | FHLMC 785504 5. | 1750000        |       |                  | 76.08         | 76.08                 |
| 12/17/09   | 12/17/09                    | Interest | 442348V96 | HOUAPT FLT 02/9 | 500000         |       |                  | 45.50         | 45.50                 |
| 12/17/09   | 12/17/09                    | Interest | 649713CH5 | NEW YORK N Y    | 500000         |       |                  | 62.61         | 62.61                 |
| 12/18/09   | 12/18/09                    | Interest | 162296AB3 | CHATOM ALA INDL |                |       |                  | 40.07         | 40.07                 |
| 12/18/09   | 12/18/09                    | Interest | 649845GA6 | NYSPWR FLT 02/9 | 500000         |       |                  | 56.88         | 56.88                 |
| 12/20/09   | 12/20/09                    | Paydown  | 36225CTB2 | G2AR 080545     | 494792         |       | 62.43            |               | 62.43                 |
| 12/20/09   | 12/20/09                    | Interest | 36225CTB2 | G2AR 080545     | 494792         |       |                  | 79.69         | 79.69                 |
| 12/22/09   | 12/22/09                    | Interest | 649713CF9 | NEW YORK NY     | 475000         |       |                  | 59.02         | 59.02                 |
| 12/23/09   | 12/23/09                    | Interest | 543583HD3 | LORMED FLT 02/9 | 500000         |       |                  | 236.25        | 236.25                |
| 12/24/09   | 12/24/09                    | Interest | 442348V96 | HOUAPT FLT 02/9 | 500000         |       |                  | 46.47         | 46.47                 |
| 12/24/09   | 12/24/09                    | Interest | 649713CH5 | NEW YORK N Y    | 500000         |       |                  | 65.14         | 65.14                 |
| 12/25/09   | 12/25/09                    | Paydown  | 17309AAH2 | CMALT 2006-A1 2 |                |       | 4,772.86         |               | 4,772.86              |
| 12/25/09   | 12/25/09                    | Interest | 17309AAH2 | CMALT 2006-A1 2 |                |       |                  | 2,236.09      | 2,236.09              |
| 12/25/09   | 12/25/09                    | Paydown  | 22541SZJ0 | CREDIT SUISSE F |                |       | 3,515.99         |               | 3,515.99              |
| 12/25/09   | 12/25/09                    | Interest | 22541SZJ0 | CREDIT SUISSE F |                |       |                  | 1,744.91      | 1,744.91              |
| 12/25/09   | 12/25/09                    | Paydown  | 45660NNB4 | RAST 04-A6 A1   | 1400000        |       | 14,996.81        |               | 14,996.81             |
| 12/25/09   | 12/25/09                    | Interest | 45660NNB4 | RAST 04-A6 A1   | 1400000        |       |                  | 2,394.96      | 2,394.96              |
| 12/25/09   | 12/25/09                    | Paydown  | 76110HY45 | RALI 05QS3 2A1  | 1250000        |       | 3,799.87         |               | 3,799.87              |
| 12/25/09   | 12/25/09                    | Interest | 76110HY45 | RALI 05QS3 2A1  | 1250000        |       |                  | 2,245.00      | 2,245.00              |
| 12/28/09   | 12/28/09                    | Interest | 162296AB3 | CHATOM ALA INDL | 320000         |       |                  | 56.98         | 56.98                 |
| 12/28/09   | 12/28/09                    | Interest | 649845GA6 | NYSPWR FLT 02/9 | 500000         |       |                  | 80.97         | 80.97                 |
| 12/29/09   | 12/29/09                    | Interest | 0258M0CS6 | AXP FLT 02/12   |                |       |                  | 92.51         | 92.51                 |
| 12/29/09   | 12/29/09                    | Interest | 14912L3X7 | CAT FLT 06/11   |                |       |                  | 660.06        | 660.06                |

**SAMPLE INSTITUTION**  
Account Number: 999999999

**Daily Account Activity (Continued)**

Your investment transactions during this statement period.

| Transaction / Trade Date | Settlement / Effective Date | Activity | CUSIP     | Description                | Par / Quantity | Price | Principal Amount | Income Amount | Debit / Credit Amount |
|--------------------------|-----------------------------|----------|-----------|----------------------------|----------------|-------|------------------|---------------|-----------------------|
| 12/29/09                 | 12/29/09                    | Interest | 649713CF9 | NEW YORK NY                | 475000         |       |                  | 58.93         | 58.93                 |
| 12/29/09                 | 12/29/09                    | Matured  | 649713CF9 | MUN PTC 649713CF9@\$ 100.0 |                |       | 25,000.00        |               | 25,000.00             |
| 12/30/09                 | 12/30/09                    | Interest | 177464AQ7 | CITRUS CNTY FL             | 500000         |       |                  | 229.44        | 229.44                |
| 12/31/09                 | 12/31/09                    | Interest | 442348V96 | HOJAPT FLT 02/9            |                |       |                  | 45.02         | 45.02                 |
| 12/31/09                 | 12/31/09                    | Interest | 649713CH5 | NEW YORK N Y               |                |       |                  | 61.84         | 61.84                 |

**Cash Activity**

| Transaction / Trade Date | Settlement / Eff. Date | Activity          | Description              | Debit Amount / Disbursements | Credit Amount / Receipts |
|--------------------------|------------------------|-------------------|--------------------------|------------------------------|--------------------------|
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 11,310.00                    |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 19,062.50                    |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 1,762.50                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 765.00                       |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 15,875.00                    |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 24,705.00                    |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 15,625.00                    |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 4,812.50                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 1,725.00                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 2,475.00                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 2,616.25                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 1,880.00                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 59.94                        |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 4,462.50                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 6,431.25                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 4,700.00                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 21,562.50                    |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 1,462.50                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 9,000.00                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 4,500.00                     |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 40,000.00                    |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 10,000.00                    |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 65,000.00                    |                          |
| 12/01/09                 | 12/01/09               | Cash Disbursement | 120109 INT 891992ED7     | 2,415.48                     |                          |
| 12/03/09                 | 12/03/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 39.00                        |                          |
| 12/03/09                 | 12/03/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 53.67                        |                          |
| 12/04/09                 | 12/04/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 40.07                        |                          |
| 12/04/09                 | 12/04/09               | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 56.88                        |                          |
| 12/08/09                 | 12/08/09               | Cash Disbursement | 120809 INT 649713CF9     | 59.76                        |                          |

**SAMPLE INSTITUTION**  
Account Number: 999999999

**Daily Account Activity (Continued)**

Your investment transactions during this statement period.

**Cash Activity**

| Transaction / Trade Date | Settlement Eff. Date | Activity          | Description              | Debit Amount / Disbursements | Credit Amount / Receipts |
|--------------------------|----------------------|-------------------|--------------------------|------------------------------|--------------------------|
| 12/10/09                 | 12/10/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 45.60                        |                          |
| 12/10/09                 | 12/10/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 62.71                        |                          |
| 12/11/09                 | 12/11/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 40.20                        |                          |
| 12/11/09                 | 12/11/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 57.07                        |                          |
| 12/15/09                 | 12/15/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 65.72                        |                          |
| 12/15/09                 | 12/15/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 53.82                        |                          |
| 12/15/09                 | 12/15/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 76.08                        |                          |
| 12/15/09                 | 12/15/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 5,040.00                     |                          |
| 12/15/09                 | 12/15/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 2,750.00                     |                          |
| 12/15/09                 | 12/15/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 4,200.00                     |                          |
| 12/15/09                 | 12/15/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 59.58                        |                          |
| 12/15/09                 | 12/15/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 100,000.00                   |                          |
| 12/15/09                 | 12/15/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 53.68                        |                          |
| 12/15/09                 | 12/15/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 91.47                        |                          |
| 12/17/09                 | 12/17/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 200.64                       |                          |
| 12/17/09                 | 12/17/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 45.50                        |                          |
| 12/17/09                 | 12/17/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 62.61                        |                          |
| 12/18/09                 | 12/18/09             | Cash Disbursement | 121809 INT 162296AB3     | 40.07                        |                          |
| 12/18/09                 | 12/18/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 56.88                        |                          |
| 12/21/09                 | 12/21/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 79.69                        |                          |
| 12/21/09                 | 12/21/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 62.43                        |                          |
| 12/22/09                 | 12/22/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 59.02                        |                          |
| 12/23/09                 | 12/23/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 236.25                       |                          |
| 12/24/09                 | 12/24/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 46.47                        |                          |
| 12/24/09                 | 12/24/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 65.14                        |                          |
| 12/28/09                 | 12/28/09             | Cash Disbursement | 122509 INT 17309AAH2     | 2,236.09                     |                          |
| 12/28/09                 | 12/28/09             | Cash Disbursement | 122509 PRI 17309AAH2     | 4,772.86                     |                          |
| 12/28/09                 | 12/28/09             | Cash Disbursement | 122509 INT 22541SZJ0     | 1,744.91                     |                          |
| 12/28/09                 | 12/28/09             | Cash Disbursement | 122509 PRI 22541SZJ0     | 3,515.99                     |                          |
| 12/28/09                 | 12/28/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 56.98                        |                          |
| 12/28/09                 | 12/28/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 2,394.96                     |                          |
| 12/28/09                 | 12/28/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 80.97                        |                          |
| 12/28/09                 | 12/28/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 2,245.00                     |                          |
| 12/28/09                 | 12/28/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 14,996.81                    |                          |
| 12/28/09                 | 12/28/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 3,799.87                     |                          |
| 12/29/09                 | 12/29/09             | Cash Disbursement | 122909 INT 0258M0CS6     | 92.51                        |                          |
| 12/29/09                 | 12/29/09             | Cash Disbursement | 122909 INT 14912L3X7     | 660.06                       |                          |
| 12/29/09                 | 12/29/09             | Cash Disbursement | ACH DIV/INT DISBURSEMENT | 58.93                        |                          |

**SAMPLE INSTITUTION**  
 Account Number: 999999999

**Daily Account Activity (Continued)**

Your investment transactions during this statement period.

**Cash Activity**

| Transaction /<br>Trade Date | Settlement /<br>Eff. Date | Activity          | Description               | Debit Amount /<br>Disbursements | Credit Amount /<br>Receipts |
|-----------------------------|---------------------------|-------------------|---------------------------|---------------------------------|-----------------------------|
| 12/29/09                    | 12/29/09                  | Cash Disbursement | ACH DIV/INT DISBURSEMENT  | 25,000.00                       |                             |
| 12/30/09                    | 12/30/09                  | Cash Disbursement | 120109 INT 533519AB0      | 183.18                          |                             |
| 12/30/09                    | 12/30/09                  | Cash Receipt      | REV INT 12/1/09 533519AB0 |                                 | 15,875.00                   |
| 12/30/09                    | 12/30/09                  | Cash Disbursement | ACH DIV/INT DISBURSEMENT  | 229.44                          |                             |
| 12/31/09                    | 12/31/09                  | Cash Disbursement | 123109 INT 442348Y96      | 45.02                           |                             |
| 12/31/09                    | 12/31/09                  | Cash Disbursement | 123109 INT 649713CH5      | 61.84                           |                             |

**ACCOUNT NUMBER**

99999999

**YOUR REPRESENTATIVE**

INVESTMENT BROKER

INVESTMENT OFFICE  
 608 2ND AVE SOUTH  
 MINNEAPOLIS, MN 55479

- SAMPLE INSTITUTION  
 608 2ND AVENUE SOUTH  
 MINNEAPOLIS, MN 55402



**PHONE** 999-999-9999

**TRADE CONFIRMATION**

| Activity   | Shares/Par | Cusip     | ISIN  | Market*/Capacity*  | Account* Type    | Transaction Number     | Trade Date  | Settlement Date |
|--|------------|-----------|---|--------------------|------------------|------------------------|-------------|-----------------|
| YOU BOUGHT   | 30,000     | 29476LAC1 | US29476LAC19  | O2                 | 1                | 99999                  | 01/06/2010  | 01/11/2010      |
| Price  | Principal  | Interest  | Commission  | Misc. Handling Fee | Transaction Fees | Transaction Fee Codes* | Net Amount  |                 |
| 98.998000000   | 29,699.40  | 495.42    |   |                    |                  |                        | \$30,194.82 |                 |
| Security Description                                 | Symbol     | Day Count | Coupon  | Maturity Date      | Issue Date       |                        |             |                 |
| EQUITY RESIDENTIAL UNNT                              |            | 30/360    | 5.12500   | 03/15/2016         | 09/13/2005       |                        |             |                 |
| OTHER INFORMATION                                    |            |           |   |                    |                  |                        |             |                 |
| DELIVERY VS PAYMENT<br>INT FROM 09/15/09 TO 01/11/10 |            |           | YIELD GIVEN DOLLAR PRICE 5.316 TO MATURITY<br>AS OF DATE: 01/07/10<br>INTEREST PAID SEMI-ANNUAL<br>MDY Baa1 S&P BBB+<br>FITCH A-<br>CURRENCY USD<br>DENOMINATIONS US<br>BASIS 00000098.9980000000 |                    |                  |                        |             |                 |

\*See Legend on Reverse Side

**Wells Fargo Securities, LLC - Member FINRA & SIPC**  
**INVESTMENTS: NOT FDIC INSURED - NOT BANK GUARANTEED - MAY LOSE VALUE**  
*Certificates of Deposit FDIC insured up to \$250,000 per institution.*  
 Transactions subject to the terms and conditions stated herein and on the reverse side hereof. Retain for income tax purposes.



**GOVERNMENTAL CLIENT AGREEMENT FOR «Legal\_Name»**

**Section A:**

**GOVERNMENTAL CLIENT CERTIFICATION**

In connection with the opening of one or more accounts (the "Account[s]") by «Legal\_Name» (the "Accountholder") with **Wells Fargo Securities, LLC** ("WFS"), the undersigned hereby certifies to WFS as follows:

1. Any one of the following officers (the "Authorized Officers") of the Accountholder:

|      |       |
|------|-------|
| Name | Title |
| Name | Title |
| Name | Title |
| Name | Title |

or his/her successor in office, is authorized to act on behalf of the Accountholder, to enter into transactions on behalf of the Accountholder and to execute documents on behalf of the Accountholder in connection with the Account(s), and WFS shall have no responsibility to inquire into the authority of the Accountholder or the Authorized Officers to so act, or to so enter into such transactions, including without limitation whether or not the Accountholder is authorized by state or local or any other applicable law to enter into such transactions, or to so execute such documents and WFS shall incur no liability to the Accountholder or otherwise in connection therewith. Any transactions entered into between WFS and an Authorized Officer on behalf of the Accountholder shall be deemed to be a certification by the Authorized Officer that the Accountholder is authorized by state or local and any other applicable law to enter into such transactions and that the Authorized Officer is authorized to enter into such transactions on behalf of the Accountholder.

- 2. WFS shall be authorized to rely on the oral instructions given by any person who WFS believes in good faith is an Authorized Officer or by any person who WFS believes in good faith has been authorized to so act by an Authorized Officer.
- 3. The undersigned is authorized to execute this Certification on behalf of the Accountholder and WFS is authorized to rely on this Certification until written notice of the revocation thereof shall be received by WFS at:

**Wells Fargo Securities, LLC**  
**MAC N9303-050**  
**608 2nd Ave S**  
**5th Floor**  
**Minneapolis, MN 55402-1916**



**Section B:**

The following types of securities may be purchased, sold, assigned, delivered and otherwise transferred to or from the Client account:

Permissible Investments

Treasury Bills

Treasury Notes

Treasury Bonds

Notes, Bills and Bonds issued by:

- SBA
- GNMA
- VA
- FHA
- U.S. Agency Bills
- U.S. Agency Discount Notes
- U.S. Agency Notes

U.S. Agency Bonds, i.e.:

- FHLB
- Financing Corp. (FICO)
- Fed. Farm Credit Bank
- FNMA
- Freddie Mac
- SLMA
- Financial Assistance Corp.
- Farmer Mac

Money Market Mutual Funds

Repurchase Agreements (but not reverse repurchase agreements) collateralized by the above referenced securities

Prime Commercial Paper - issued by major U.S. Corporations, guaranteed by an irrevocable letter of credit, and rated A-1 by S&P or Prime-1 by Moody's at the time of issue.

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**NOTE: No transactions should be executed where the above instrument's maturity is more than seven years from the time of the transaction.**

**Acknowledgement:**

**I hereby acknowledge that I have received, read and understand the terms set forth in the Client Agreement and agree to such terms, including the binding pre-dispute arbitration clause contained in Paragraph 16. It is understood and agreed that the terms "I," "my," "you" and "your" as used in this Document refer to all account(s).**

IN WITNESS WHEREOF, I have duly executed this Certification, under seal, on behalf of the Accountholder, with full authority to do so, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Accepted and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by

Signature: \_\_\_\_\_

Name (*Print*): \_\_\_\_\_

Title (*Print*): \_\_\_\_\_

Attested: \_\_\_\_\_

Signature of Certifying Official

(SEAL)

In consideration of **Wells Fargo Securities, LLC** (“WFS,” “We,” “Our,” “Us”) accepting this account and agreeing to act as broker or dealer for «**Legal\_Name**» (“Client,” “You,” “Your”), it is agreed as follows:

## GENERAL REPRESENTATIONS AND WARRANTIES

Client represents and warrants that it is a municipality, public instrumentality or agency thereof, or other public entity that is authorized under applicable law to engage in the activities and make the investments contemplated by this Agreement. Client further represents and warrants that the individuals identified in the trading authorization in Section A attached hereto are duly authorized to act on behalf of the Client to establish and maintain and direct transactions in one or more accounts with WFS, and each is an “appropriate person” or a person who has authority to act on behalf of an “appropriate person” as provided for in Article 8 of the Uniform Commercial Code or similar state version thereof, for the purpose of (a) buying and selling including selling short, (b) agreeing to buy and sell by entering into agreements and commitments (including repurchase agreements), (c) borrowing and lending, and (d) agreeing to borrow and lend by entering into agreements and commitments to borrow and lend money, financial instruments and securities of the type identified in Section B attached hereto.

## GENERAL TERMS

1. All transactions that may have been consummated and actions that may have been taken in any accounts maintained with WFS prior to the date as of which the representations referred to above are effective and are hereby ratified and confirmed in all respects. *Unless we receive written notice otherwise, Your receipt of a confirmation relating to the initial securities or related order executed by Us following the execution of this Agreement shall represent Your assent to be bound by the terms and conditions of this Agreement.* Further, confirmations of particular transactions and statements for Client accounts shall be binding upon the Client if the Client does not object, in writing, to the terms of the transaction as set forth in the confirmation or statement within three (3) days after receipt by the Client. The Client shall be deemed to have received such confirmations and statements on the second business day after WFS mails such confirmation or statement. Without limitation to the foregoing, WFS reserves the right to correct any error on any confirmation or statement at any time.
2. You agree that We will not send You confirmations for transactions in money market mutual funds and that all money market mutual fund transactions (including purchases, redemptions, dividends and dividend reinvestments) will appear on Your periodic account statements.
3. WFS may deal with any or all of the individuals identified in the relevant sections of Section A as though it were dealing with the Client directly.
4. All instructions given will be within Your legal powers subject to Section B, including any limitations under state law. WFS reserves the right to request from You any written investment objectives or policies to be supplied by You. We are not obligated to execute any transaction in any security that is not identified in Section B unless You have provided to Us written notice identifying the types of securities to be added to those identified in Section B.
5. In the event of any change in the identity or powers of persons identified in Section A to act on Your behalf, You or Your designee shall notify Us in writing, which when received, shall be adequate to terminate the authorization of the person or persons previously authorized, and to authorize the person or persons thereby substituted.
6. All transactions are for Your account and at Your risk, and are subject to the laws and regulations as well as the custom and usage of the marketplace where effected.
7. You agree that WFS, in its discretion, can decline to accept orders for Your account, or may request additional information with respect to such orders prior to the execution thereof. We shall not be liable to You in the event that We decline to accept an order for Your account.
8. We may make services available from time to time that allow You to use the internet, telephone or other electronic means to receive required account documents, standard and customized account reports, market information and data, and other information. These services may also allow You to enter orders for the purchase and sale of securities for Your account. You agree to use the services in accordance with the general terms and conditions of the *Commercial Electronic Office*<sup>®</sup> (*CEO*<sup>®</sup>) Online Access Agreement, the Terms of Use for *CEO*, and as set forth in all applications, agreements, instruments, rules, standards, policies, instructions and other documents and forms required to use *CEO*. You agree that We may terminate Your access to the *CEO* at any time and without notice to You if You do not comply with the *CEO* Access Agreement, Terms of Use for *CEO*, or any other requirements in effect from time to time. You also agree that We may terminate Your access to the *CEO* if You, in Our sole discretion, determine that You have abused or misused the services in any way.

9. In the event that You execute securities purchase or sale transactions through a third-party broker-dealer and request that We settle or clear such transactions on Your behalf, You agree to provide Us with all trade related information immediately upon execution of the transaction. You further agree that We may decline to settle or clear any trade in the event that sufficient funds or securities are not held in Your account. You also agree that We shall be under no obligation to loan securities or funds in connection with trades executed by You through third-party broker-dealers.
10. You understand that unless You have designated another broker, bank or trust company to safe keep or carry Your securities, Your securities account will be carried by, and Your securities will be held in safekeeping by, Wells Fargo Securities, LLC ("WFS"), a member of the NYSE, FINRA and the Securities Investor Protection Corporation (SIPC). You understand that SIPC covers Your securities held in safekeeping with WFS. As such, in the event of the insolvency or liquidation of WFS, customers are protected by SIPC against the loss of securities, up to a maximum of \$500,000 per customer, including a maximum of \$100,000 for cash claims. You understand that SIPC does not provide any protection whatsoever against investment risk, including the loss of principal on an investment. The protection described above does not apply to securities held in safekeeping by a bank or trust company. You understand that You may obtain additional information about SIPC insurance, including the SIPC brochure, by calling SIPC at 202-371-8300 or visiting the SIPC website at [www.sipc.org](http://www.sipc.org).
11. You appoint WFS as Your agent for the purpose of carrying out Your directions with respect to the purchase and the sale of securities or other property identified in Section B or identified in Your written notice to Us. To carry out the duties herein, We are authorized to open and close brokerage accounts, place and withdraw orders, and take other steps as We may deem necessary or appropriate to settle transactions for Your account.
- 12. WFS is not a bank and is a separate corporate entity from its affiliated banks. Unless otherwise stated, the securities or other property sold, offered or recommended by WFS are not deposits, are not insured by the Federal Deposit Insurance Corporation, are not guaranteed by a bank affiliated with WFS, and are not otherwise an obligation or responsibility of any affiliated bank, and may involve investment risk and possible loss of principal. The obligations and commitments of WFS are not those of any affiliated bank and such bank is not responsible for securities sold or purchased by WFS.** From time to time, a bank or a thrift affiliated with WFS may lend money to an issuer of securities underwritten or privately placed by WFS. The prospectus or other offering documents provided in connection with the underwriting or private placement will disclose to the extent required by applicable securities laws (i) the existence of any material lending relationship by an affiliate of WFS with such issuer and (ii) whether the proceeds of an issuance of such securities will be used by the issuer to repay any outstanding indebtedness to any WFS affiliate.
13. You understand and agree that WFS may tape record any of Your telephone conversations with WFS.
14. The automated computer systems of WFS and its trading procedures for equity securities enable WFS, in those situations where You have not directed WFS otherwise, to route Your securities orders to market centers, including dealers, that, based on Our experience, are capable of providing Your securities orders best execution taking into account factors, such as, but not limited to, price, speed of execution, and the size of Your securities orders. Whenever possible, We route securities orders to dealers or market centers that provide executions that are better than the nationally displayed best bid and offer. We receive payment per share (or in some cases reciprocal order flow consideration) from dealers and credits against exchange fees in return for certain securities orders that we route or direct.
15. This Agreement will be governed by the laws of the State of New York, unless the applicable law of the state in which You are a municipality, public instrumentality or agency thereof, or other public entity requires otherwise, and in such case its laws shall apply. All transactions for Your account are subject to all applicable federal, state, governmental agency, self-regulatory organization, exchange, market and clearing house laws, rules and regulations.
- 16. This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:**
  - a. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
  - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
  - c. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
  - d. The arbitrators do not have to explain the reason(s) for their award.**
  - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

- f. **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
- g. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**

**We agree that any claim, dispute or controversy arising out of or relating directly or indirectly to (a) our relationship with WFS (b) this Agreement or any other agreement we have entered into with WFS or any alleged breach of any such agreement (c) any investment by us under this Agreement or under any other agreement entered into with WFS or any investment by us made with, by or through WFS or (d) any transaction of any kind executed by, through or with WFS, its officers, directors, agents, employees or affiliates shall be settled by arbitration pursuant to the Federal Arbitration Act and in accordance with the rules, then in effect, of FINRA. Notice preliminary to, in conjunction with or incident to arbitration may be sent to us by mail and personal service is hereby waived.**

**Judgment upon any award rendered by the arbitrators may be entered in any Court having jurisdiction and each party agrees to submit itself and its personal representatives to the jurisdiction of that court.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action, until:**

- a. **the class certification is denied**
- b. **the class is decertified or**
- c. **the customer is excluded from the class by the court.**

**Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**

- For Internal Use Only
- 17. WFS shall not be liable for any loss or delay caused directly or indirectly by war, natural disaster, government restrictions, exchange or market rulings, suspension of trading, strikes, mail delays, equipment failures, telecommunications or computer hardware or software failures not attributable to Our willful misconduct or negligence, or other conditions that are beyond the control of WFS.
  - 18. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or organization, such invalidity or unenforceability shall attach only to the provision or condition found invalid or unenforceable. The validity of the remaining provisions or conditions shall not be affected thereby and this Agreement shall be carried out as if the invalid or unenforceable provision(s) or condition(s) were not contained herein. **We may amend this Agreement at any time in any respect, effective upon notice to You.** You may not amend this Agreement, and no provision or condition of this Agreement may be waived, altered or modified except in a writing executed by an authorized official of WFS or an amendment by Us pursuant to the foregoing sentence. This Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns. We may assign certain or all duties hereunder to affiliates after determining that such affiliates have the authority and the capability of carrying out the obligations with respect to Your account.
  - 19. Unless and until WFS receives notice of any change in Your mailing address or telephone number, WFS may send You notices regarding Your account(s) to the last address shown on Our account records.

Please address any correspondence regarding documentation to:

**Wells Fargo Securities, LLC**  
**MAC N9303-050**  
**608 2nd Ave S**  
**5th Floor**  
**Minneapolis, MN 55402-1916**

*Important information about opening an Account with Wells Fargo Securities, LLC:*

To help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires financial institutions to obtain, verify and record information that identifies all parties defined as a “customer” as well as, in certain cases, individuals or entities that have control over or are associated with an account.

What this means for You: At account opening, Wells Fargo Securities, LLC will collect, verify and record certain identifying information. If You are opening an account for an institution, We will ask for its name, address, taxpayer identification number, affiliations and ownership. We may ask to see certified articles of incorporation or other identifying documents for the entity. Additionally, We may request identifying information for the individuals or entities that have control over or are associated with an account.

For Internal Use Only



# Wells Fargo E-Bill Express

Offer your customers the convenience of a secure, environmentally friendly electronic bill presentment and payment option that helps you streamline receivables, reduce expenses, and improve cash flow.

Wells Fargo E-Bill Express gives you a quick and cost-effective online bill presentment and payment service that's easy to implement and branded to your corporate identity. Wells Fargo E-Bill Express works with your existing systems and accepts multiple payment types – including one-time and recurring payments remitted by credit card or ACH, either online or via telephone.

## E-Bill Express offers:

**Efficient handling of receivables.** E-Bill Express offers online payment and online presentment of your bills, invoices, or statements in either html or PDF, providing ease-of-use and convenience for your customers. It streamlines posting and reconciliation by delivering a detailed remittance file that includes all payment transactions and uploads directly to your ERP or financial system. Or, through the Receivables Manager service, you can receive all your E-Bill Express payments in one file along with your Wells Fargo Lockbox, *E-Box*® service, and *Desktop Deposit*® service payments.

**Easy-to-install, turnkey solution.** As a web-based solution, there's no expensive hardware or software investment required, and no web page development from your IT resources. Your customers can complete their entire bill-pay transaction 24 hours a day, through an easy-to-use, secure website that bears your corporate brand.

**Configurations that suit your business needs.** Choose the options such as payment channels, payment types, presentment options, telephone payments, and enrolled or one-time payments. Your customers can choose to pay with credit/debit card or ACH through the secure website or telephone customer service channel, or you may offer Interactive Voice Response (IVR) as a payment channel. E-Bill Express also offers email notification to view and pay new bills, and it sends e-mail payment confirmation. Enrolled users may also view their online payment history.

**Improved customer service.** In addition to its easy-to-use web interface, E-Bill Express provides your back-office with real-time reporting and a dashboard of summary and detailed payment information by channel. There's an administrative portal for customer service and for doing payment research.

**Flexible input file formats.** Wells Fargo can accept almost any type of bill or invoice file format your receivables system generates, whether it is proprietary or standard.

**Secure transactions.** E-Bill Express combines the highest levels of security with a low maintenance platform, so you and your customers can transact with confidence. Your customers can enroll and save their payment account numbers in a safe and secure environment, so you don't have to store confidential data. E-Bill Express is also compliant with PCI, HIPAA and other industry standards for data collection and privacy.

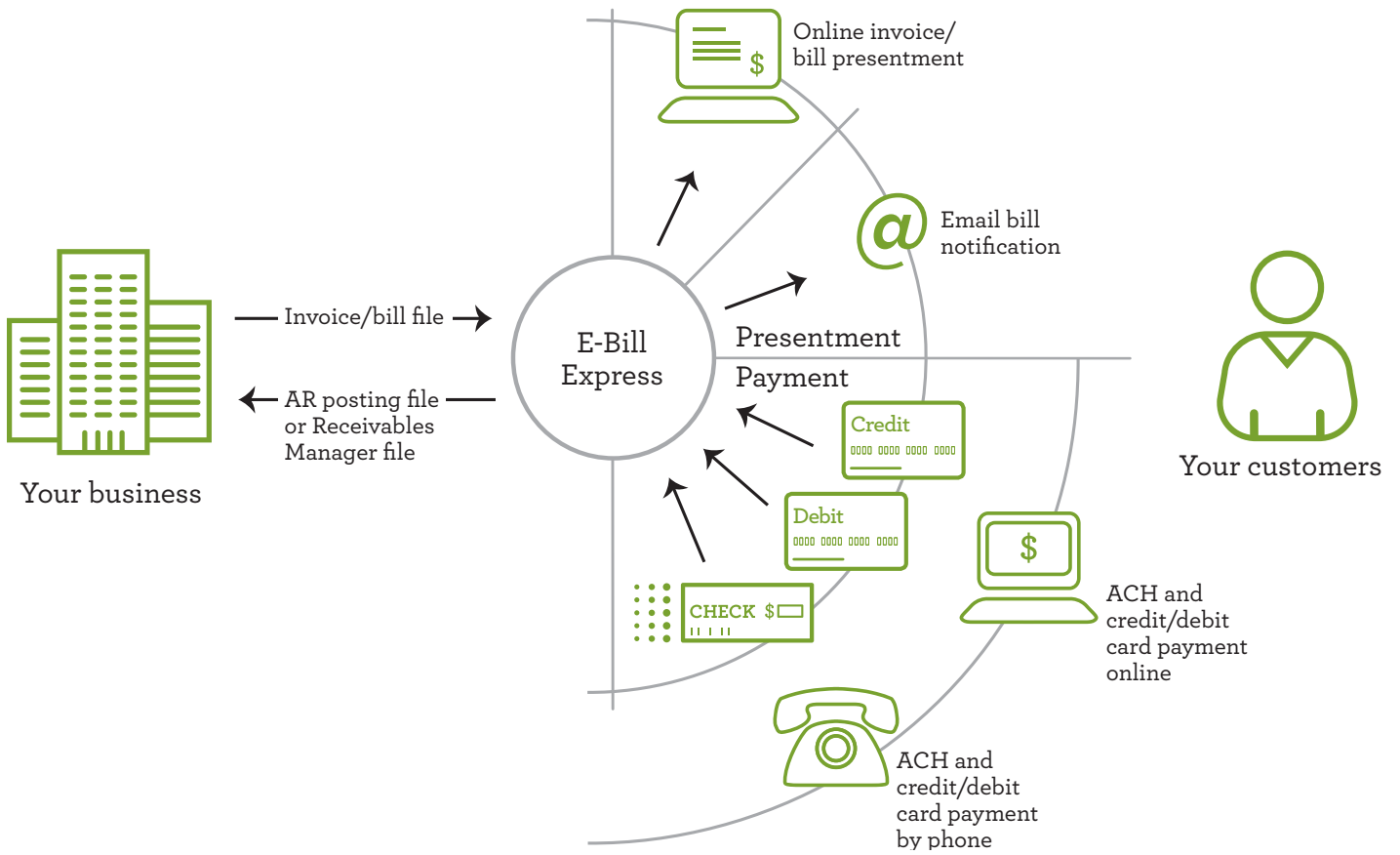
**Reduction of paper.** Today's customers, businesses and consumers, expect both convenience and care for the environment from their corporate partners. With E-Bill Express, paper is reduced, lowering your cost of printing and mailing bills. Wells Fargo can also print and mail your invoices, offering postage discounts, and suppress printing for invoices presented online.

continued

Together we'll go far



**How it works:**



*For more information, contact your Wells Fargo treasury management representative.*



# Wells Fargo Print services

Reduce postal expenses, improve cycle time, and maximize the effectiveness of your recurring customer mailings with expert strategy and execution from Wells Fargo Print services

Combining state-of-the-art facilities strategically located across the U.S. with decades of financial industry experience, Wells Fargo Print services offers end-to-end design, print, and mail services to handle your monthly invoices, statements, and customer communications quickly, accurately, and cost-effectively.

## Wells Fargo Print services offers:

**Proven capabilities.** State-of-the-art facilities and execution of millions of mail pieces annually lets us help companies of all sizes streamline routine mailings and improve payment processing efficiency. We can complete the processing and mailing of your items within 48 hours of file receipt.

**Design and data know-how.** Improve invoice and statement effectiveness with expert design and data services. We'll help you identify specific segments within your customer file to receive targeted promotions. We ensure your statement design achieves maximum customer readability and OCR processing efficiency at the lockbox. You'll reduce costs and improve cash flow when transactions post quickly.

**Postage automation and savings.** When postal expenses account for up to 60 percent of the total cost of invoice production, it's critical to partner with a specialist. Starting with a custom postal analysis, Wells Fargo identifies best practices to improve your data quality and qualify your file for the lowest presort discounts.

Services include: CASS/PAVE address hygiene, presort first-class automation discounts for multiple page and weight statements, and manifest metering to expedite distribution and deepen postage discounts.

**Multiple postage options.** Fund your postage with your house account, or use Wells Fargo's permit and settle postage with monthly billing.

**Fast, flexible inserting.** From standard #10s up to flat 9x12" envelopes, our intelligent inserters can handle up to eight inserts per package; dynamically insert based on specific customer segments; and fold, insert, and meter inline for optimal speed.

Electronic bar coding of materials, tracking of all pieces against a data file, and rigorous quality control enable near 100 percent accuracy of pages.

**Inventory and activity visibility.** A dedicated account manager keeps detailed project information at your fingertips. Regular reports and control logs detail daily activity, inventory levels, accuracy, and mail-out commitments.

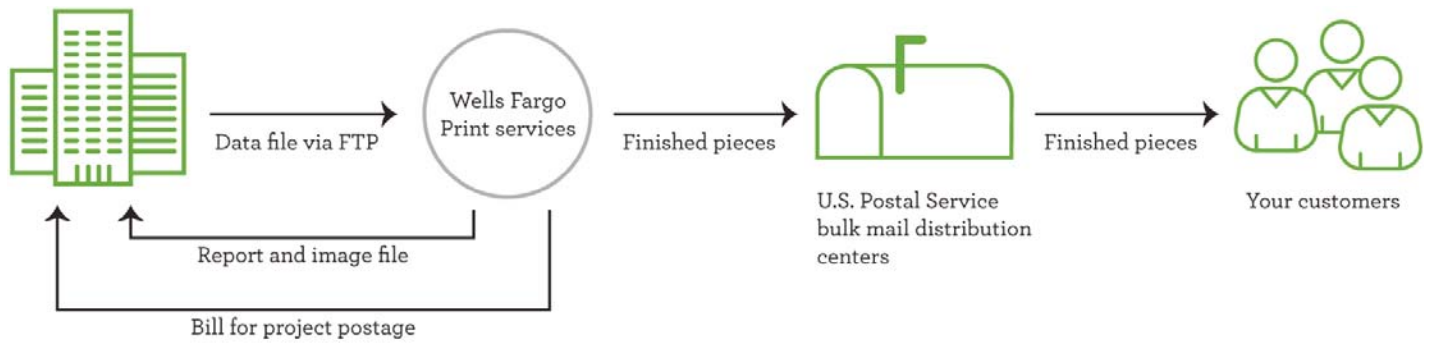
**Project imaging.** Support your customer service team with access to image files of all mailed materials via CD/DVD-ROM, transmission to your internal archive, or our online image viewer, Print2Electronic.

**Complete security and redundancy.** Mitigate risk and support business continuity with access to multiple facilities across the U.S. with fully redundant connections and servers. Our sites adhere to stringent security and disaster recovery policies, so you can be confident in our handling of your sensitive data and communication needs.

continued



## How Print services works:



**Wells Fargo processes your data file**, and then executes required printing, inserting, addressing, postage application, and quality control. The scalable infrastructure and established processes at Wells Fargo Print services let us complete your file processing and mailing — large or small — within 48 hours.

*For more information on Wells Fargo Print services, contact your Wells Fargo treasury management representative or visit [wellsfargo.com/com](http://wellsfargo.com/com).*

Electronic commerce services

## *Payment Manager*<sup>®</sup> service

Helping leverage your technology investment to streamline and automate your payments and remittance processes

The *Payment Manager*<sup>®</sup> service from Wells Fargo allows you to send one file with multiple payment types and remittance information directly from your ERP or accounts payable system to the bank. You can also perform a secondary approval of all payments through the *Commercial Electronic Office*<sup>®</sup> (CEO<sup>®</sup>) portal. Once approved, Wells Fargo will generate the payments and send remittance data based on your instructions. With the flexibility of the *Payment Manager* service, Wells Fargo accepts most file formats and offers several file transmission protocols as well as an option to upload the file via the CEO portal. By integrating your back-end payables system with Wells Fargo, you can reduce staff time spent on manual payment processes, decrease paperwork and mailed documents to save natural resources, and allow your managers and employees to focus on your core business.

### **The *Payment Manager* service includes:**

**Simplified migration to electronic payments.** Reducing paperwork and mailed documents by moving to electronic payments is not only good for the environment but it also enables you to save time and decrease errors. The *Payment Manager* service helps you overcome one of the common barriers in moving payees from paper to an entirely electronic payments model: the need for human-readable remittance information for your payees. Using this service, you can choose to offer detailed remittance data to your payees via any of these delivery channels:

- Online via the CEO portal
- Email and secure email
- Fax
- Postal mail

**Efficient processing of multiple payment types.** You can send one file with domestic and international wire and ACH payments, Commercial Card, and both U.S. and Canadian dollar checks — reducing the effort associated with moving funds. Transmit payment files directly to Wells Fargo from your system of record or upload files online via the CEO portal.

**Increased control through secondary approvals.** You have the option to require secondary approvals on all payment types through the CEO portal. You can review and approve your files after Wells Fargo receives them. And, you can approve or decline individual transactions or entire payment files. You'll receive an email alerting you to review and approve payments.

**Improved cash forecasting.** Electronic control of your domestic and international disbursements allows you to better understand and forecast your cash flow.

**Multiple system compatibility.** Wells Fargo can implement the *Payment Manager* service with customers that are using a variety of treasury workstations, proprietary solutions, and ERP solutions, including PeopleSoft, Oracle, SAP, Thomson Financial, SunGard Treasury Systems, Microsoft Dynamics — Great Plains, and Lawson.

**Flexible input file formats.** Wells Fargo can accept almost any type of file format your system generates, whether it is proprietary or standard. Implementing one of our standard formats will reduce implementation costs and expenses.

Currently, Wells Fargo readily accepts the following standard file formats:

- Wells Fargo flat file format
- ANSI 820
- Wells Fargo XML
- Excel CSV
- SAP IDOC
- ISO 20022 — CGI guidelines-compliant
- Lawson AP 161

continued

Together we'll go far



**Acknowledgments and confirmations.** You will receive an acknowledgment that your file has reached our system. Once payments have moved to their systems of record (ACH, wire, and CCER AP control), you can also choose to receive a more detailed confirmation notice in CSV, XML, human-readable, or ANSI format via transmission, secure email, or online through the *CEO* portal.

- **Wire confirmation.** Receive a confirmation for each of your domestic and international U.S. dollar wires, or foreign currency (FX), and multicurrency transactions. U.S. dollar wire confirmations include customer and Federal Reserve reference numbers, wire type, receipt time, and one line of beneficiary information. Foreign exchange wire confirmations include SWIFT reference number, foreign exchange rate, and foreign exchange contract.
- **ACH confirmation.** Receive a positive confirmation that domestic and international ACH transactions have been processed and received by the ACH system and are awaiting settlement dates.
- **CCER AP Control confirmations.** Receive a confirmation that informs you whether transactions were processed by the Commercial Card Expense

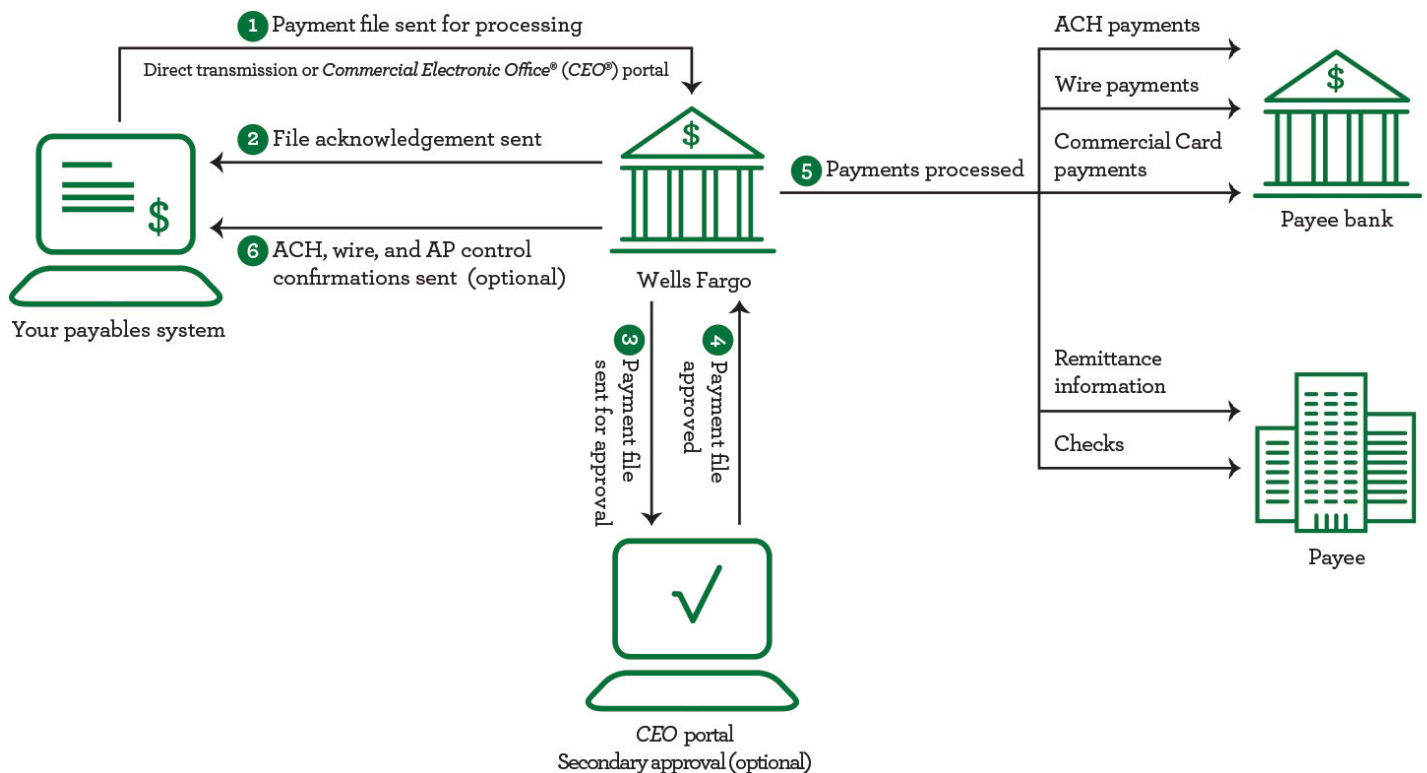
Reporting (CCER) service. You can choose from the following options: posted and expired transactions only, or posted, expired, rejected, and removed transactions. For rejects, the confirmation includes both transaction-level and file-level rejects.

**Access to detailed payment information.** Search for payment information, view standard reports, create custom reports, and schedule report reminders — all online through the *CEO* portal. Data will be available 90 calendar days after the bank receives your payment file.

**Secure transmission methods.** Our superior capacity and reliability enable you to securely transmit your sensitive financial data files through a variety of channels.

**Self-enrollment and delivery preferences.** With our Payment and Delivery Preferences feature, your trading partners can self-enroll to receive domestic ACH payments and remittance documents. After they have self-enrolled, Wells Fargo will store the payment data and create a template ID for each payee. You can send in the ACH payment file with just the template ID, dates, and the amount.

**How the *Payment Manager* service works:**



For more information on the *Payment Manager* service, contact your Wells Fargo treasury management representative.

**ATTACHMENT J  
SAMPLE CONTRACT**

**SERVICES AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND**

\_\_\_\_\_  
**SNHD-9-SA-15-0XX**

THIS SERVICES AGREEMENT is by and between the Southern Nevada Health District (“Health District”) and \_\_\_\_\_ (“Contractor”) (may be individually referred to as “Party” and collectively, referred to as “Parties”).

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, Health District is the public health authority for Clark Health District, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, Contractor is an \_\_\_\_\_ and has agreed to provide the services listed in Attachment A, Scope of Work; and

WHEREAS, Health District and Contractor desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes; and

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

1. **TERM AND CONDITIONS.** This Agreement shall be effective from last signature affixed to this agreement through June 30, 2018 unless sooner terminated by either Party as permitted in this Agreement. At the option of Health District, this Agreement may be extended for two (2) additional one-year periods upon issuance of an amendment signed by both Parties.
  - 1.01 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
  - 1.02 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
2. **INCORPORATED DOCUMENTS.** The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: PAYMENT

4. **COMPENSATION.** Contractor shall complete the services in a timely manner and consistent with the Scope of Work outlined in Attachment A, attached hereto. Contractor will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$ \_\_\_\_\_.
5. **INSURANCE COVERAGE.** The Contractor shall, at the Contractor’s sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until a) final

acceptance by the State of the completion of this Contract; or b) such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor ~~will endeavor to shall~~ provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall ~~immediately~~ notify the State as soon as practicable and ~~immediately~~ replace such insurance or bond with an insurer meeting the requirements.

Comment [ES1]: While we will endeavor to provide evidence of insurance no less than 30 days in advance of renewal date, we cannot guarantee this. Often, renewal contract negotiations continue up to the policy renewal date. Please note that our Workers' Compensation, General Liability policy is for a five-year term commencing April 2015.

1) Workers' Compensation and Employer's Liability Insurance

- a. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- b. Employer's Liability insurance with a minimum limits of \$500,000 each employee per accident for bodily injury by accident or disease. If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- c. If the Contractor qualifies as a sole proprietor as defined in NRS 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

2) Commercial General Liability Insurance – Occurrence Form

1. Policy shall include bodily injury, property damage and broad form contractual liability coverage.
  - General Aggregate: \$2,000,000
  - Products – Completed Operations Aggregate: \$1,000,000
  - Personal and Advertising Injury: \$1,000,000
  - Each Occurrence: \$1,000,000
2. The policy shall be include the State of Nevada as Additional Insured. ~~endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured~~ with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Comment [ES2]: We can comply with the request for additional insured status. However, we do not tailor endorsements for specific contracts. Our policies contain an omnibus additional insured endorsement which recognizes business partners as additional insureds so long as a contractual requirement to do so exists.

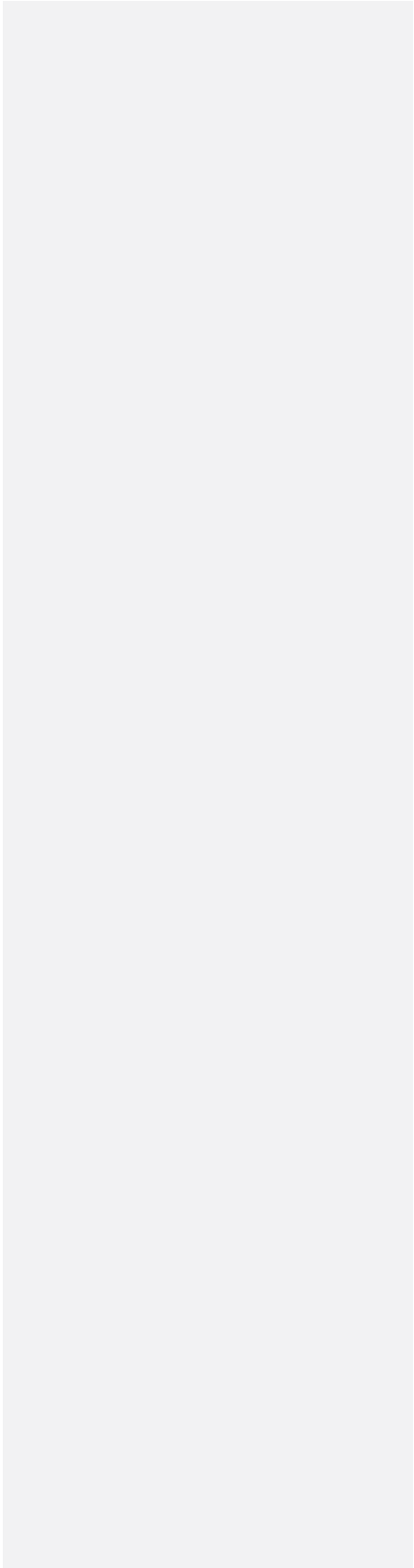
3) Professional Liability Insurance

- a. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.  
Each Claim: \$1,000,000  
Annual Aggregate: \$2,000,000
- b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

4) Financial Institution Bond or Security Dealers Blanket Bond

If the Scope of Services involve receiving, depositing, transferring or investing State funds, one

of the above bonds is required.



- a. Bond Limit: \$10,000,000
- b. The bond shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The Contractor will contractually guarantee that the State will not sustain any losses as a result of any dishonest act by its officers and employees in performance of services under this agreement.  
~~The bond shall include coverage for third party fidelity and name Southern Nevada Health District as los payee.~~
- d. The bond shall include coverage for extended theft and mysterious disappearance.
- e. The bond shall not contain a condition requiring an arrest and conviction.

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Comment [ES3]: Wells Fargo's bond does not extend to third parties.

5) Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policy"

6) Commercial Crime Insurance

Minimum Limit required: \$ WAIVED. Per Loss for Employee Dishonesty  
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

7) Performance Security

- Amount required: \$ WAIVED.
- a. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
  - b. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
  - c. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

8) General Requirements:

- a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, the Southern Nevada Health District, its officers, employees and immune contractors shall be ~~named-included~~ as additional insureds for all liability arising from the Contract.
- b. Waiver of Subrogation: ~~Each~~ The General liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: ~~Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self insured retention. Any deductible or self insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division. Contractor shall bear all financial responsibility for all pertinent deductibles, self-insured retentions and/or self-insurance with no contribution required from the State.~~
- e. Policy Cancellation: Except for ten days' notice for non-payment of premium, ~~Contractor shall mail each insurance policy shall be endorsed to state that, without thirty~~

Comment [ES4]: See comment ES2, above

Comment [ES5]: We are not willing to grant a Waiver of Subrogation regarding Workers Compensation/Employers Liability unless a regulatory requirement to do so exists. If such a requirement exists, please contact RIM.

Comment [ES6]: Wells Fargo utilizes high deductibles/self-insured retentions as part of its risk financing structure. We believe that these deductibles/retentions are an expression of its risk tolerance. The deductibles/retentions chosen are common among Fortune 100 companies and are not subject to approval by a third party.



(30) days prior written notice to the State of Nevada, c/o Contracting Agency, if the policy shall ~~not~~ be canceled, non-renewed or coverage and /or limits reduced or materially altered, resulting in non-compliance with the insurance requirements contained herein. ~~and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.~~

- f. Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
  - b) Currently rated by A.M. Best as “~~A-VII~~” or better.

9) Evidence of Insurance: Prior to the start of any Work, Contractor must provide ~~evidence-an~~ ACORD Certificate of insurance to the Health District.

Comment [ES7]: Our financial solvency requirements of our insurers is an AM Best rating of A-, with no financial size requirement. We prefer the wording be amended to reflect our requirements.

- 6. BOOKS AND RECORDS. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three years, and for five years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.
- 7. STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, Contractor shall at all times be an independent Contractor with respect to Health District. Contractor is not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.
- 8. CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or personally identifiable information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 9. BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys’ fees and costs.
- 10. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- 12. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and, the

excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.
14. NON-DISCRIMINATION. As an Equal Opportunity Employer, Contractor has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. Contractor employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, or sexual orientation. Contractor likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
15. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
16. ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
17. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by either Party in performance of its obligations under this Agreement shall be the joint property of both Parties.
19. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
21. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
22. GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark Health District, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.
23. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to the other Party at their address set out below:

**Southern Nevada Health District**  
Financial Services Department  
Materials Management Supervisor  
P.O. Box 3902  
Las Vegas, NV 89127

\_\_\_\_\_

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

**SOUTHERN NEVADA HEALTH DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_  
Andrew J. Glass, FACHE, MS  
Director of Administration

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Annette L. Bradley, Esq.  
Attorney for Southern Nevada Health District



Wells Fargo & Company Risk & Insurance Management  
 Wells Fargo Center, MAC# N9305-144  
 Sixth and Marquette  
 Minneapolis, MN 55479

DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO YOUR WELLS FARGO CONTACT.

Date: 08/03/2015

## EVIDENCE OF CASUALTY INSURANCE COVERAGE

**Insured:**

Wells Fargo & Company and Its Subsidiaries including  
 Wells Fargo Bank, N.A

**Insurance Company:**

Old Republic Insurance Company

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

| Coverage  | Covered Location(s)  | Limits of Liability   | Policy Period     | Policy Number |
|---|--|---|-------------------|---------------|
| Commercial General Liability<br>Including premises operations, occurrence form; blanket contractual liability; host liquor liability coverage | Omnibus Additional Insured endorsement extends coverage to any person or organization for whom Wells Fargo & Company or its Subsidiaries have agreed under contract or agreement to provide insurance. In no event shall the insurance provided hereunder exceed the scope of coverage required by contract or agreement | \$10,000,000 Each Occurrence<br>\$10,000,000 Aggregate<br>\$10,000,000 Personal & Adv. Injury<br>\$10,000,000 Products and Completed Operations | 4/01/15 - 4/01/20 | MWZY304056    |
| Automobile Liability  | Covers all owned, non-owned and hired automobiles  | \$10,000,000 Each Occurrence<br>Combined<br>Single Limit  | 4/01/15 - 4/01/20 | MWTB304054    |
| Workers' Compensation and Employers' Liability  | Provides workers' compensation coverage for employees in all states - except statutory workers' compensation provided either through a Monopolistic State Fund or Self-Insurance in the following states: Ohio, North Dakota, Washington and Wyoming or by the Wells Fargo Injury Benefit Plan in Texas.                 | Statutory - WC<br>\$1,000,000 - EL Each Accident<br>\$1,000,000 - EL Disease Each Employee  | 4/01/15 - 4/01/20 | MWC302638 00  |

**Evidence of Insurance Issued To:**

Southern Nevada Health District

330 S. Valley View Road

Las Vegas, NV 89107

Wells Fargo & Company Risk & Insurance Management

Jill M. Combs  
 Risk & Insurance Manager

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.



**Wells Fargo & Company Risk & Insurance Management**  
**Wells Fargo Center, MAC# N9305-144**  
 90 South 7th Street, 14th Floor  
 Minneapolis, MN 55402

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO YOUR WELLS FARGO CONTACT.**

Date: 08/03/2015

**EVIDENCE OF PROFESSIONAL (Errors & Omissions)  
 LIABILITY COVERAGE**

**Insured:**

Wells Fargo & Company and Its Subsidiaries including  
 Wells Fargo Bank, N.A

**Insurance Company:**

National Union Fire Ins. Co. of Pittsburgh, PA

**This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.**

| Coverage               | Coverage Details  | Limits of Liability                        | Policy Period       | Policy Number |
|------------------------|---|--|---------------------|---------------|
| Professional Liability | Provides Wells Fargo & Company and its Subsidiaries with coverage for claims arising out of an Employee's error or omission that occurs in performing professional services for others. | \$100,000,000 Per Occurrence and Aggregate | 11/15/14 - 11/15/16 | 01-840-56-07  |

**Evidence of Insurance Issued To:**

Southern Nevada Health District  
 330 S. Valley View Road  
 Las Vegas, NV 89107

Wells Fargo & Company Risk & Insurance Management

Jill M. Combs  
 Risk & Insurance Manager

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
11/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Commercial Lines - (404) 923-3700<br>Wells Fargo Insurance Services USA, Inc.<br>3475 Piedmont Road NE, Suite 800<br>Atlanta, GA 30305-2886 | <b>CONTACT NAME:</b> Wells Fargo Certificate Service Center<br><b>PHONE (A/C, No, Ext):</b> 404-923-3674<br><b>FAX (A/C, No):</b> 1-877-362-9069<br><b>E-MAIL ADDRESS:</b> wfis.certificaterequest@wellsfargo.com   |                               |  |        |  |  |       |                   |  |  |                   |  |  |                   |  |  |                   |  |  |                   |  |
|--|---|-------------------------------|--|--------|--|--|-------|-------------------|--|--|-------------------|--|--|-------------------|--|--|-------------------|--|--|-------------------|--|
|  | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> National Union Fire Ins. Co. of Pittsburgh, PA</td> <td></td> <td>19445</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | <b>INSURER A:</b> National Union Fire Ins. Co. of Pittsburgh, PA |  | 19445 | <b>INSURER B:</b> |  |  | <b>INSURER C:</b> |  |  | <b>INSURER D:</b> |  |  | <b>INSURER E:</b> |  |  | <b>INSURER F:</b> |  |
| INSURER(S) AFFORDING COVERAGE  |   | NAIC #                        |  |        |  |  |       |                   |  |  |                   |  |  |                   |  |  |                   |  |  |                   |  |
| <b>INSURER A:</b> National Union Fire Ins. Co. of Pittsburgh, PA   |   | 19445                         |  |        |  |  |       |                   |  |  |                   |  |  |                   |  |  |                   |  |  |                   |  |
| <b>INSURER B:</b>  |   |                               |  |        |  |  |       |                   |  |  |                   |  |  |                   |  |  |                   |  |  |                   |  |
| <b>INSURER C:</b>  |   |                               |  |        |  |  |       |                   |  |  |                   |  |  |                   |  |  |                   |  |  |                   |  |
| <b>INSURER D:</b>  |   |                               |  |        |  |  |       |                   |  |  |                   |  |  |                   |  |  |                   |  |  |                   |  |
| <b>INSURER E:</b>  |   |                               |  |        |  |  |       |                   |  |  |                   |  |  |                   |  |  |                   |  |  |                   |  |
| <b>INSURER F:</b>  |   |                               |  |        |  |  |       |                   |  |  |                   |  |  |                   |  |  |                   |  |  |                   |  |
| <b>INSURED</b><br>Wells Fargo & Company<br>Wells Fargo Center (MAC N9305-144)<br>90 South 7th Street, 14th Floor<br>Minneapolis, MN 55402                      |   |                               |  |        |  |  |       |                   |  |  |                   |  |  |                   |  |  |                   |  |  |                   |  |

**COVERAGES****CERTIFICATE NUMBER:** 8403683**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br><input type="checkbox"/> Y / N <input type="checkbox"/> N / A |           |          |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |
| A        | Financial Institution Bond   |           |          | 01-840-56-07  | 11/15/2014              | 11/15/2016              | \$25,000,000 Each Occurrence<br>\$25,000,000 Aggregate   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Evidence of Coverage

**CERTIFICATE HOLDER**

Wells Fargo & Company  
 Wells Fargo Center (MAC N9305-144)  
 90 South 7th Street, 14th Floor  
 Minneapolis, MN 55402

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





Subject:

FW: Wells Fargo Proposal Submittal

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**From:** [murravea@wellsfargo.com](mailto:murravea@wellsfargo.com) [<mailto:murravea@wellsfargo.com>]

**Sent:** Friday, October 09, 2015 11:22 AM

**To:** Loni Yolande Benard

**Cc:** Gabriela Montaldo

**Subject:** RE: Wells Fargo Proposal Submittal

Loni: Are you able to open my secured email? I had to send it secured as I attached our pricing proposal for your reference. Below is the content of my email minus the attachment. Thank you. Mel ☺

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Good morning Loni!

It was a pleasure meeting your staff at our presentation. We appreciate the time that they spent with us. The interaction between all the attendees all through out the presentation was very productive. Thank you for facilitating the process and letting me know that SNHD have completed the review of the proposals. We are more than glad to provide you with additional information and invite an opportunity to have a follow up meeting.

In response to you questions below, yes you are correct on the pricing you had outlined. However, please be reminded that our proposal and corresponding pricing was to merely respond to inquiries requested on the RFP. Our team is recommending the discontinuance of CD-ROM/DVD's. That will get rid of the \$65 and \$.10. You would only pay 2 cents per item. There is no reason for you to have a DVD any longer.

For your quick reference, I have attached our pricing proposal. Please refer to the green highlighted recommendation towards the top of page 2, Attachment F Bid Sheet:  
***“Recommendation: Replace DVD with online image retention for 7 years. Per item would be 2 cents (reducing this element by 80% / (\$343.60)”.***

Hope these helps Loni! Do you know when the recommendation will be released? If you have any other questions or inquiries, please feel free to contact me or call anytime. My cell is also outlined below so please don't hesitate to call me at that number as well.

Looking forward to hearing back from you on the results of the evaluation. Thank you again for reaching out with your clarification questions and please let me know if you would like to schedule a follow up meeting.

Have a wonderful weekend!

**Mel Murray**

Vice President/Relationship Manager  
Nevada Government Banking

Wells Fargo Bank | 6325 S. Rainbow Blvd. | Suite 210 | Las Vegas, Nevada 89118  
MAC S4786-024  
Office 702-247-5615 | Cell 702-755-6632 | Fax 702-247-5630

[murrayea@wellsfargo.com](mailto:murrayea@wellsfargo.com)

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**From:** Loni Yolande Benard [<mailto:benard@SNHDMAIL.ORG>]

**Sent:** Thursday, October 08, 2015 4:24 PM

**To:** Murray, Emelita A.

**Cc:** Gabriela Montaldo

**Subject:** Wells Fargo Proposal Submittal

Hi Mel,

We want to thank you for providing us with your firm's presentation on September 14. We have completed our review and request clarification on your pricing proposal. Please clarify:

1. Lockbox Services, WLBX Image Web Per Image, you will be charging \$.10 per image for this service.
2. Lockbox Services, WLBX Image CD-ROM Per Disc, you will be charging \$65 per disc for this service.
3. Controlled Disbursements, Controlled Disbursement Maintenance, you will be charging \$50 per month for this service.

Please provide your response no later than 9 a.m. Monday, October 12. Thanks!

***Loni Benard***

Materials Management Supervisor  
Southern Nevada Health District  
PO Box 3902, Las Vegas, NV 89127  
(702) 759-1244